VOL. 73 – NO. 7 FEBRUARY 13, 2026

District of Columbia REGISTER

HIGHLIGHTS

- D.C. Council passes Resolution 26-332 to propose authorizing the General Counsel to assert the Council's interest in obtaining certain agency budget enhancement requests
- D.C. Council schedules agency performance oversight hearings for fiscal years 2025-2026
- Alcoholic Beverage and Cannabis Administration creates a new North Shaw Moratorium Zone
- D.C. Commission on the Arts and Humanities announces funding availability for the FY 2027 Public Arts Building Communities (PABC) Grant Program
- Board of Elections schedules a public hearing to review proposed measure "District of Columbia Living Wage for All Amendment Act of 2026"
- Board of Ethics and Government accountability publishes its Bi-Annual List of Registered Lobbyists
- Department of Energy and Environment solicits public comment on the Surface Water Assessment and Listing Methodology for the 2026 District of Columbia Draft Integrated Report
- Department of Small and Local Business Development announces funding availability for the FY2026 Residential Energy Contractor Support Grant
- District Department of Transportation announces funding availability for the National Electric Vehicle Infrastructure (NEVI) Program Grant
- Office of Out of School Time Grants and Youth Outcomes announces funding availability for the FY2026 Summer Strong DC Program
- Office of Lottery and Gaming updates the Lucky for Life game rules

DISTRICT OF COLUMBIA REGISTER

Publication Authority and Policy

The District of Columbia Office of Documents and Administrative Issuances publishes the *District of Columbia Register* (ISSN 0419-439X) every Friday under the authority of the *District of Columbia Documents Act*, D.C. Law 2-153, effective March 6, 1979, D.C. Official Code § 2-611 *et seq*. (2016 Repl.). The policies which govern the publication of the *Register* are set forth in the Rules of the Office of Documents and Administrative· Issuances (1 DCMR §§300, et seq.). The Rules of the Office of Documents and Administrative Issuances are available online at dcregs.dc.gov. Rulemaking documents are also subject to the requirements of the *District of Columbia Administrative Procedure Act*, D.C. Official Code §§2-50l *et seq*. (2016 Repl.).

All documents published in the *District of Columbia Register* must be submitted in accordance with the applicable provisions of the Rules of the Office of Documents and Administrative Issuances. Documents which are published in the *District of Columbia Register* include (1) Acts and resolutions of the Council of the District of Columbia; (2) Notices of proposed Council legislation, Council hearings, and other Council actions; (3) Notices of public hearings; (4) Notices of final, proposed, and emergency rulemaking; (5) Mayor's Orders and information on changes in the structure of the District government (6) Notices, Opinions, and Orders of District government Boards, Commissions and Agencies; (7) Documents having general applicability and notices and information of general public interest.

Deadlines for Submission of Documents for Publication

The Office of Documents and Administrative Issuances accepts electronic documents for publication using a Web-based portal. To submit documents for publication, agency heads, or their representatives, may obtain a username and password by email at dcdocuments@dc.gov. For guidelines on how to format and submit documents for publication, please email dcdocuments@dc.gov.

The deadline for filing documents for publication for District of Columbia Agencies, Boards, Commissions, and Public Charter schools is THURSDAY, NOON of the previous week before publication. The deadline for filing documents for publication for the Council of the District of Columbia is WEDNESDAY, NOON of the week of publication. If an official District of Columbia government holiday falls on Thursday, the deadline for filing documents is Wednesday. Email the Office of Documents and Administrative Issuances at dcdocuments@dc.gov to request the *District of Columbia Register* publication schedule.

Viewing the *District of Columbia Register*

The Office of Documents and Administrative Issuances publishes the *District of Columbia Register* ONLINE every Friday at www.dcregs.dc.gov. The Office of Documents does not offer paid subscriptions to the *District of Columbia Register*. Copies of the *District of Columbia Register* from October 2, 2009 to present are available at www.dcregs.dc.gov. Copies of the *District of Columbia Register* from April 2003 through July 2010 are available online in the *D.C. Register* Archive on the website for the Office of the Secretary at www.os.dc.gov. Hardcopies of the *Register* from 1954 to September 2009 are available at the Martin Luther King, Jr. Memorial Library's Washingtoniana Division, 901 G Street, NW, Washington, DC 20001. There are no restrictions on the republication of any portion of the *District of Columbia Register*. News services are encouraged to publish all or part of the *District of Columbia Register*.

Legal Effect of Publication - Certification

Except in the case of emergency rules, no rule or document of general applicability and legal effect shall become effective until it is published in the *District of Columbia Register*. Publication creates a rebuttable legal presumption that a document has been duly issued, prescribed, adopted, or enacted and that the document complies with the requirements of the *District of Columbia Documents Act* and the *District of Columbia Administrative Procedure Act*. The Administrator of the Office of Documents and Administrative Issuances hereby certifies that this issue of the *District of Columbia Register* contains all documents required to be published under the provisions of the *District of Columbia Documents Act*.

DISTRICT OF COLUMBIA
OFFICE OF DOCUMENTS AND ADMINISTRATIVE ISSUANCES

SUITE 8700 - 899 NORTH CAPITOL STREET, NE - UNION SQUARE - WASHINGTON, D.C. 20002 - (202) 727-5090

MURIEL E. BOWSER
MAYOR

VICTOR L. REID, ESQ.
ADMINISTRATOR

CONTENTS

ACTIONS OF THE COUNCIL OF THE DISTRICT OF COLUMBIA

RESOLUTIONS

Res 26-308 Juvenile Curfew Congressional Review Emergency Declaration Resolution of 2026 001414

Res 26-326 Board of Dietetics and Nutrition Kayla Smith Confirmation Resolution of 2026 001415

Res 26-327 Board of Dietetics and Nutrition Rachel Gabauer Confirmation Resolution of 2026 001416

Res 26-328 Green Finance Authority Board Edward Hubbard Confirmation Resolution of 2026 001417

Res 26-329 Modification Nos. M004 and M008 to Contract No. DCRL-2024-D-0073 with the All Pro All Services Approval and Payment Authorization Emergency Declaration Resolution of 2026 ..... 001418 - 001419

Res 26-330 University of the District of Columbia Change Order No. 2 to Contract No. GF 2021-C-0021 with Consys, Inc. Approval and Payment Authorization Emergency Declaration Resolution of 2026 ..... 001420 - 001421

Res 26-331 Modification Nos. M0007, M0008, and M0009 to Contract No. CW108152 with Keefe Commissary Network, LLC Approval and Payment Authorization Emergency Declaration Resolution of 2026 ..... 001422 - 001423

Res 26-332 Budget Enhancement Request Litigation Authorization Resolution of 2026 001424

Res 26-333 Residential Building Permit Classification Emergency Declaration Resolution of 2026 ..... 001425 - 001426

Res 26-334 Short-Term Disability Insurance Benefit Protection Clarification Emergency Declaration Resolution of 2026 ..... 001427 - 001429

Res 26-335 Parking Enforcement Modernization Technical Correction Emergency Declaration Resolution of 2026 ..... 001430 - 001431

Res 26-336 Rhode Island Avenue Corridor Long-Term Lease Adjustment Emergency Declaration Resolution of 2026 ..... 001432 - 001433

ACTIONS OF THE COUNCIL OF THE DISTRICT OF COLUMBIA CONT'D

RESOLUTIONS CONT'D

Res 26-337 Friends of Wangari Gardens Grant Emergency Declaration Resolution of 2026 ..... 001434 - 001435

Res 26-338 Net Zero Modification and Preservation Emergency Declaration Resolution of 2026 ..... 001436 - 001437

Res 26-339 STEER Clarification Emergency Declaration Resolution of 2026 ..... 001438 - 001439

ADOPTED CEREMONIAL RESOLUTIONS

ACR 26-117 Linda Greenan Service Recognition Resolution of 2026 (Ceremonial Resolution 26-120) ..... 001440 - 001441

ACR 26-118 John Fitzgerald Cotten Posthumous Recognition Resolution of 2026 (Ceremonial Resolution 26-121) ..... 001442 - 001443

ACR 26-119 Gaby La'Dine Fraser Recognition Resolution of 2026 (Ceremonial Resolution 26-122) ..... 001444 - 001445

BILLS INTRODUCED AND PROPOSED RESOLUTIONS

Notice of Intent to Act on New Legislation -
Proposed Resolutions PR26-0522 through PR26-0535 ..... 001446 - 001448

COUNCIL HEARINGS

Notices of Public Hearings -
Agency Performance Oversight Hearings on Fiscal Years 2025-2026, 2/10/26 (Abbreviated) ..... 001449 - 001457

Notice of Public Roundtable -
PR26-0454 Director of the Office of Veterans Affairs Julian Purdy Confirmation Resolution of 2025 ..... 001458 - 001459

OTHER COUNCIL ACTIONS

Consideration of Temporary Legislations -
B26-574 Short-Term Disability Insurance Benefit Protection Clarification Temporary Amendment Act of 2026 001460

B26-576 Friends of Wangari Gardens Grant Temporary Amendment Act of 2026 001460

B26-578 Residential Building Permit Classification Temporary Amendment Act of 2026 001460

ACTIONS OF THE COUNCIL OF THE DISTRICT OF COLUMBIA CONT'D

OTHER COUNCIL ACTIONS CONT'D

Consideration of Temporary Legislations - cont'd

B26-580 Parking Enforcement Modernization Technical Correction Temporary Amendment Act of 2026 001460

B26-582 Rhode Island Avenue Corridor Long-Term Lease Adjustment Temporary Amendment Act of 2026 001460

B26-584 STEER Clarification Temporary Amendment Act of 2026 001460

B26-586 Net Zero Modification and Preservation Temporary Amendment Act of 2026 001460

Notice of Grant Budget Modification -

GBM 26-0046 Grant Budget Modification as of February 4, 2026 001461

Notice of Reprogramming Requests -

26-0101 Request to reprogram capital funds budget authority and allotment in the amount of $15,607,370 within the District Department of Transportation (DDOT) 001462

26-0102 Request to reprogram Capital funds budget authority and allotment in the amount of $1,440,000 from the Department of General Services (DGS) to the Department of Motor Vehicles (DMV) 001462

Notice of Re-referred Proposed Legislation -

PR26-500 Public Service Commission Emile Thompson Confirmation Resolution of 2026 001463

PR26-501 Public Service Commission Ted Trabue, Jr. Confirmation Resolution of 2026 001463

ACTIONS OF THE EXECUTIVE BRANCH AND INDEPENDENT AGENCIES

PUBLIC HEARINGS

Alcoholic Beverage and Cannabis Administration -
& Club Soda - ANC 3C - New 001464
AG Restaurant and Lounge - ANC 6A - Change of Hours 001465
Café Joy - ANC 2G - New 001466
Crab Plug Seafood Bar & Grill - ANC 1E - Renewal 001467
Dance Loft on 14th - ANC 4E - New 001468
Diplomatic Reception Rooms at the U.S. Department of State -
ANC 2A - New Class B - RESCIND 001469
Diplomatic Reception Rooms at the U.S. Department of State -
ANC 2A - New Class DR - RESCIND 001470

ACTIONS OF THE EXECUTIVE BRANCH AND INDEPENDENT AGENCIES CONT'D

PUBLIC HEARINGS CONT'D

Alcoholic Beverage and Cannabis Administration - cont'd
Doobie District - Medical Cannabis Retailer - ANC 2B - Safe-Use
Treatment Facility Endorsement - RESCIND 001471
Exotix DMV - Medical Cannabis Retailer - ANC 3E - New 001472
Icon DC/Eleven DC - ANC 1B - New 001473
KVIC Restaurant Bar - ANC 4E - New 001474
Lot 33 Wine Company - ANC 3F - New 001475
Martha Dear - ANC 1D - Streatery 001476
Mother Rucker's Subs - ANC 5D - New 001477
Streets Market - ANC 6D - New 001478

Elections, Board of -
Receipt and Intent to Review Initiative Measure -
District of Columbia Living Wage for All Amendment Act of 2026 -
March 4, 2026 ..... 001479 - 001484

Historic Preservation Review Board -
Historic Designation Hearing -
21-05 Capitol Power Plant Pump House,
1520 1st Street SE ..... 001485 - 001486

Zoning Adjustment, Board of - April 1, 2026 - Public Hearings (Revised)
21430 1365 Perry, LLC - ANC 4C ..... 001487 - 001491
21438 Emerald Wings, LLC - ANC 6B ..... 001487 - 001491
21440 Paul and Katherine Rosenbaum - ANC 3/4G ..... 001487 - 001491
21441 District Line Development, LLC - ANC 4D ..... 001487 - 001491
21446 S. Michele Swinson - ANC 1A ..... 001487 - 001491

Zoning Adjustment, Board of - April 8, 2026 - Public Hearings
21349A Ed Fendley - ANC 6A & 7D ..... 001492 - 001495
21435 Yosef Asmelash and Mery, LLC - ANC 8A ..... 001492 - 001495
21436 St. Joseph's on Capitol Hill Catholic Church, Inc. - ANC 6C ..... 001492 - 001495
21439 1908 Irving St., LLC - ANC 5B ..... 001492 - 001495

Zoning Commission - Case
25-14 4347 Hunt Place Holdings, LLC -
Zoning Map Amendment at 4347 Hunt Place, NE
[Square 5094, Lot 103] ..... 001496 - 001499

FINAL RULEMAKING

Alcoholic Beverage and Cannabis Administration -
Amend 23 DCMR (Alcoholic Beverages),
Ch. 3 (Limitations on Licenses),
Sec. 312 (North Shaw Moratorium Zone) is added,
to create a new North Shaw Moratorium Zone ..... 001500 - 001512

ACTIONS OF THE EXECUTIVE BRANCH AND INDEPENDENT AGENCIES CONT'D

FINAL RULEMAKING CONT'D

Documents and Administrative Issuances, Office of -
Errata notice to amend 1 DCMR (Mayor and Executive Agencies),
Ch. 29 (Office of Administrative Hearings: Rules for DCPS & OSSE, DFHV, Rental Housing, Public Sector Workers' Compensation, Public Benefits, and Unemployment Insurance Cases),
Sec. 2954 (Public Sector Workers' Compensation ─ Discovery),
to correct incorrectly referenced citation in the
Final Rulemaking published on November 15, 2024 at 71 DCR 013913 001513

Lottery and Gaming, Office of -
Amend 30 DCMR (Lottery and Charitable Games),
Ch. 5 (General Provisions),
Sec. 503 (Cancelled Tickets),
Ch. 6 (Claims and Prize Payments),
Sec. 606 (Annuitized Prizes) and
Sec. 611 (Discharge of Liability Upon Payment),
Ch. 9 (Description of On-Line Games),
Sec. 973 (Description of the Lucky for Life Game), is renamed
Sec. 973 (Description of the Millionaire for Life™),
Sec. 974 (Lucky for Life Play Restrictions and Play Styles), is renamed
Sec. 974 (Millionaire for Life Game Play, Restrictions, and Drawings),
Sec. 975 (Lucky for Life Prize Liability Limits, Prize Payouts, and Prize Levels), is renamed
Sec. 975 (Millionaire for Life Prize Pool, Prize Structure, Liability Limits, Prize Payouts, and Prize Levels),
Sec. 976 (Lucky for Life Disputes and Applicable Law), is renamed
Sec. 976 (Millionaire for Life Disputes and Applicable Law),
to repeal the Lucky for Life game rules and implement the Millionaire
for Life game ..... 001514 - 001530

PROPOSED RULEMAKING

Contracting and Procurement, Office of -
Amend 27 DCMR (Contracts and Procurement),
Ch. 24 (Types of Contracts),
Sec. 2425 (Letter Contracts),
to clarify the use of letter contracts ..... 001531 - 001532

Health Care Finance, Department of -
Amend 29 (Public Welfare),
Ch. 14 (Health-Care Assistance Reimbursement),
Sections 1400, 1401, 1403, 1404, 1405, 1450, and 1499 (Definitions),
Sec. 1402 (Enforcement of Right to Reimbursement) is repealed,
Sec. 1451 (Income Levels for Chore and Homemaker Services Programs) is repealed,
Sec. 1452 (Chore and Homemaker Services; Program Limitations) is repealed,
to update rules regarding third-party payors' obligation to pay medical
costs prior to payment by Medicaid ..... 001533 - 001539

ACTIONS OF THE EXECUTIVE BRANCH AND INDEPENDENT AGENCIES CONT'D

PROPOSED RULEMAKING CONT'D

Health Care Finance, Department of -
Amend 29 (Public Welfare),
Ch. 50 (Medicaid Reimbursements for Personal Care Aide Services),
Sections 5006, 5013, and 5015,
Ch. 97 (Adult Day Health Program Services),
Sec. 9709 (Service Authorization Request),
to amend provisions governing the District of Columbia's Dual Eligible Special Needs Program, which combines Medicare coverage with Medicaid coverage to improve access to care and the coordination of benefits for people enrolled in the program ..... 001540 - 001542

Zoning Commission - Z.C. Case No. 08-06S -
Amend 11 DCMR (Zoning Regulations of 2016),
Subtitle I (Downtown (D) Zones),
Ch. 2 (General Development Standards for Downtown (D) Zones)),
Sec. 207 (Court Requirements),
to provide additional clarity in the regulations 001543

EMERGENCY AND PROPOSED RULEMAKING

Housing Authority, DC -
Amend 14 DCMR (Housing),
Ch. 60 (Low Rent Housing: General Provisions) is repealed and replaced with,
Ch. 60 (Overview of the Public Housing Program and Admissions and Continuing Occupancy Plan),
Sections 6000 - 6003 ..... 001544 - 001776
Ch. 61 (Public Housing: Admission and Recertification) is repealed and replaced with,
Ch. 61 (Fair Housing and Equal Opportunity),
Sections 6100 - 6104 ..... 001544 - 001776
Ch. 62 (Low Rent Housing: Rent and Lease) is repealed and replaced with,
Ch. 62 (Eligibility),
Sections 6200 - 6203 ..... 001544 - 001776
Ch. 63 (Low Rent Housing: Grievance Procedures) is repealed and replaced with,
Ch. 63 (Applications, Waiting List, and Tenant Selection),
Sections 6300 - 6303 ..... 001544 - 001776
Ch. 64 (Low Rent Housing: Public Housing Transfer Policy) is repealed and replaced with,
Ch. 64 (Occupancy Standards and Unit Offers),
Sections 6400, 6401, and 6402 ..... 001544 - 001776
Ch. 65 (Low Rent Housing: Maintenance and Inspection) is repealed and replaced with,
Ch. 65 (Income and Rent Determinations),
Sections 6500 - 6506 ..... 001544 - 001776

ACTIONS OF THE EXECUTIVE BRANCH AND INDEPENDENT AGENCIES CONT'D

EMERGENCY AND PROPOSED RULEMAKING CONT'D

Housing Authority, DC - cont'd
Amend 14 DCMR (Housing), cont'd
Ch. 66 (Reserved) is renamed,
Ch. 66 (Verification),
Sections 6600 - 6604 ..... 001544 - 001776
Ch. 67 (Reserved) is renamed,
Ch. 67 (Leasing and Inspections),
Sections 6700 - 6703 ..... 001544 - 001776
Ch. 68 (Reserved) is renamed,
Ch. 68 (Reexaminations)
Sections 6800 - 6805 ..... 001544 - 001776
Ch. 70 (Reserved) is renamed,
Ch. 70 (Assistance Animals and Pets)
Sections 7000 - 7004 ..... 001544 - 001776
Ch. 73 (Reserved) is renamed,
Ch. 73 (Community Service)
Section 7300 - 7303 ..... 001544 - 001776
Ch. 74 (Reasonable Accommodation Policies and Procedures),
Section 7405 (Occupancy of Accessible Unit) ..... 001544 - 001776
Ch. 77 (Reserved) is renamed,
Ch. 77 (Transfer Policy)
Sections 7700 - 7704 ..... 001544 - 001776
Ch. 78 (Reserved) is renamed,
Ch. 78 (Lease Terminations)
Sections 7800 - 7804 ..... 001544 - 001776
Ch. 79 (Reserved) is renamed,
Ch. 79 (Public Housing Grievances and Appeals)
Sections 7900 - 7903 ..... 001544 - 001776
Ch. 80 (Reserved) is renamed,
Ch. 80 (Program Integrity)
Sections 8000, 8001, and 8002 ..... 001544 - 001776
Ch. 81 (Rental Subsidy Programs: Housing Quality
Standards and Inspections) is repealed and replaced with,
Ch. 81 (Program Administration)
Sections 8100 - 8107 ..... 001544 - 001776
to address and remediate the issues identified by the United States
Department of Housing and Urban Development (HUD) in its 2022
assessment of the District of Columbia Housing Authority; Eighth
Emergency and Proposed Rulemaking to allow for more time to obtain
specific responses from HUD regarding the Seventh Emergency and
Proposed Rulemaking published on February 21, 2025 at 72 DCR 001698..... 001544 - 001776

ACTIONS OF THE EXECUTIVE BRANCH AND INDEPENDENT AGENCIES CONT'D

EMERGENCY AND PROPOSED RULEMAKING CONT'D

Housing Authority, DC -
Amend 14 DCMR (Housing),
Ch. 60 (Low Rent Housing: General Provisions) is repealed
and replaced with,
Ch. 60 (Overview of the Public Housing Program and
Admissions and Continuing Occupancy Plan),
Sections 6000 - 6003 ..... 001777 - 002010
Ch. 61 (Public Housing: Admission and Recertification) is repealed
and replaced with,
Ch. 61 (Fair Housing and Equal Opportunity),
Sections 6100 - 6104 ..... 001777 - 002010
Ch. 62 (Low Rent Housing: Rent and Lease) is repealed and
replaced with,
Ch. 62 (Eligibility),
Sections 6200 - 6203 ..... 001777 - 002010
Ch. 63 (Low Rent Housing: Grievance Procedures) is repealed
and replaced with,
Ch. 63 (Applications, Waiting List, and Tenant Selection),
Sections 6300 - 6303 ..... 001777 - 002010
Ch. 64 (Low Rent Housing: Public Housing Transfer Policy) is
repealed and replaced with,
Ch. 64 (Occupancy Standards and Unit Offers),
Sections 6400, 6401, and 6402 ..... 001777 - 002010
Ch. 65 (Low Rent Housing: Maintenance and Inspection) is repealed
and replaced with,
Ch. 65 (Income and Rent Determinations),
Sections 6500 - 6506 ..... 001777 - 002010
Ch. 66 (Reserved) is renamed,
Ch. 66 (Verification),
Sections 6600 - 6604 ..... 001777 - 002010
Ch. 67 (Reserved) is renamed,
Ch. 67 (Leasing and Inspections),
Sections 6700 - 6703 ..... 001777 - 002010
Ch. 68 (Reserved) is renamed,
Ch. 68 (Reexaminations)
Sections 6800 - 6805 ..... 001777 - 002010
Ch. 70 (Reserved) is renamed,
Ch. 70 (Assistance Animals and Pets)
Sections 7000 - 7004 ..... 001777 - 002010
Ch. 73 (Reserved) is renamed,
Ch. 73 (Community Service)
Section 7300 - 7303 ..... 001777 - 002010
Ch. 74 (Reasonable Accommodation Policies and Procedures),
Section 7405 (Occupancy of Accessible Unit) ..... 001777 - 002010
Ch. 77 (Reserved) is renamed,
Ch. 77 (Transfer Policy)
Sections 7700 - 7704 ..... 001777 - 002010

ACTIONS OF THE EXECUTIVE BRANCH AND INDEPENDENT AGENCIES CONT'D

EMERGENCY AND PROPOSED RULEMAKING CONT'D

Housing Authority, DC - cont'd
Amend 14 DCMR (Housing), cont'd
Ch. 78 (Reserved) is renamed,
Ch. 78 (Lease Terminations)
Sections 7800 - 7804 ..... 001777 - 002010
Ch. 79 (Reserved) is renamed,
Ch. 79 (Public Housing Grievances and Appeals)
Sections 7900 - 7903 ..... 001777 - 002010
Ch. 80 (Reserved) is renamed,
Ch. 80 (Program Integrity)
Sections 8000, 8001, and 8002 ..... 001777 - 002010
Ch. 81 (Rental Subsidy Programs: Housing Quality Standards and Inspections) is repealed and replaced with,
Ch. 81 (Program Administration)
Sections 8100 - 8107 ..... 001777 - 002010
to address and remediate the issues identified by the United States Department of Housing and Urban Development (HUD) in its 2022 assessment of the District of Columbia Housing Authority; Ninth Emergency and Proposed Rulemaking to continue to engage with community stakeholders, advocates, residents, and resident councils regarding the proposed changes in the Eighth Emergency and Proposed Rulemaking ..... 001777 - 002010

NOTICES, OPINIONS, AND ORDERS
MAYOR'S ORDERS

2026-016 Appointments — District of Columbia Water and Sewer Authority Board of Directors (Dr. Jimmy Ortiz, Rob Hawkins, and Dr. Alexander McPhail) ..... 002011 - 002012

2026-017 Reappointment and Appointments — Science Advisory Board (Laura Sudkamp, Justine Kreso, and Mark Mogle) ..... 002013 - 002014

2026-018 Appointments — Board of Rehabilitative Therapies (7 members) ..... 002015 - 002016

2026-019 Reappointment — District of Columbia State Athletics Commission (Marcus Turner) 002017

2026-020 Reappointment — Rent Administrator (Lauren Pair) 002018

2026-021 Dissolution of the Construction Codes Coordinating Board 002019

2026-022 Delegation — Authority to the Director of the Department of Buildings to amend the Construction Codes and to adopt new supplements and editions of the Model Codes 002020

ACTIONS OF THE EXECUTIVE BRANCH AND INDEPENDENT AGENCIES CONT'D

NOTICES, OPINIONS, AND ORDERS CONT'D
BOARDS, COMMISSIONS, AND AGENCIES

Arts and Humanities, Commission on the -
Board of Commissioners Monthly Meeting - February 23, 2026 002021
Executive Committee Meeting - February 18, 2026 002022
Notice of Funding Availability - FY 2027 Public Arts
Building Communities (PABC) Grant Program 002023

Education, Office of the Deputy Mayor for -
Students in the Care of DC Coordinating Committee
Quarter 2 Meeting - February 19, 2026 002024

Education, Office of the State Superintendent of -
Public Charter School Credit Enhancement Committee Meeting -
February 19, 2026. 002025

Elections, Board of -
Certification of ANC Vacancy in ANC-SMD 2A02 002026
Certification of ANC Vacancy in ANC-SMD 4E04 002027

Certification of Filling Vacancy in ANC-SMD -
6E04 Julia Fiedler 002028

Delegation of Authority ..... 002029 - 002031

Energy and Environment, Department of
Notices of Intent to Issue Air Quality Permits -
#7214-R1 through #7217-R1 Georgetown University, 3700 O Street NW ..... 002032 - 002037

#7377 The George Washington University, 2025 F Street NW ..... 002038 - 002039

Solicitation of Public Comments - Surface Water Assessment
and Listing Methodology for the 2026 District of Columbia
Draft Integrated Report ..... 002040 - 002041

Ethics and Government Accountability, Board of -
Bi-Annual List of Registered Lobbyists ..... 002042 - 002077

Health, Department of (DC Health) -
Board of Medicine Virtual Meeting - February 25, 2026 002078

Lee Montessori Public Charter School -
Request for Quotes - Human Resources Information System 002079

ACTIONS OF THE EXECUTIVE BRANCH AND INDEPENDENT AGENCIES CONT'D

NOTICES, OPINIONS, AND ORDERS CONT'D
BOARDS, COMMISSIONS, AND AGENCIES CONT'D

Licensing and Consumer Protection, Department of -
Board of Industrial Trades Meeting - February 17, 2026 002080
Board of Real Estate Appraisers Meeting - February 18, 2026 002081

Out of School Time Grants and Youth Outcomes, Office of -
Notice of Funding Availability - FY2026 Summer Strong DC Program 002082

Public Charter School Board, DC -
Notice of Charter Reviews -
Washington Latin Public Charter School,
KIPP DC Public Charter School, and
Richard Wright Public Charter School for Journalism and
Media Arts Public Charter School -
Public Comment Accepted Until March 23, 2026 ..... 002083 - 002084

Notice of Petition to Amend Charter, Facility -
Academy of Hope Public Charter School -
Open for Public Comment Accepted Until March 23, 2026 002085

Public Service Commission -
Notice of Final Tariff - Gas Tariff 00-3 -
Washington Gas Light Company's Update to its
Residential Service - Rate Schedule No. 1 Tariff ..... 002086 - 002087

Sentencing Commission, DC -
Notice of Hybrid Meeting - February 17, 2026 002088

Small and Local Business Development, Department of -
Notice of Funding Availability - FY2026 Residential
Energy Contractor Grant ..... 002089 - 002090

Transportation, District Department of -
Notice of Funding Availability - National Electric
Vehicle Infrastructure (NEVI) Program Grant ..... 002091 - 002093

Water and Sewer Authority, DC -
Finance and Budget Committee Meeting - February 26, 2026 002094
Retail Water and Sewer Rates Committee Meeting - February 23, 2026 002095

Zoning Adjustment, Board of - Cases
20967-A Salvation Arts, LLC - ANC 6A - Order ..... 002096 - 002098
21113-A Jemal's 1750 H, LLC - ANC 2A and 2C - Order ..... 002099 - 002102
21334 Della Barba Company - ANC 6A - Order ..... 002103 - 002105
21401 Eric Konopka - ANC 6A - Order ..... 002106 - 002108

Zoning Commission - Case
80-07F Georgetown University - Order ..... 002109 - 002113

ENROLLED ORIGINAL

A RESOLUTION

26-308

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency, due to congressional review, with respect to the need to amend the Juvenile Curfew Act of 1995 to authorize the Mayor to extend the juvenile curfew hours in the District when appropriate to protect public safety or public or private property, to authorize the Chief of Police to establish extended juvenile curfew hour zones in specified circumstances, to start the juvenile curfew hours at 11 p.m. every day, and to extend the applicability of the juvenile curfew to 17-year olds; and to amend the Volunteer Services Clarification Temporary Amendment Act of 2025 to make conforming changes.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Juvenile Curfew Congressional Review Emergency Declaration Resolution of 2026".

Sec. 2. (a) On November 4, 2025, the Council approved the Juvenile Curfew Second Emergency Amendment Act of 2025, effective November 7, 2025 (D.C. Act 26-178; 72 DCR 12678) ("emergency act"). The emergency act is set to expire on February 5, 2026.

(b) On December 2, 2025, the Council approved the Juvenile Curfew Second Temporary Amendment Act of 2025, enacted on December 19, 2025 (D.C. Act 26-218; 73 DCR 22) ("temporary act"). The temporary act is projected to become law on February 12, 2026.

(c) Congressional review emergency legislation is necessary to prevent a gap in the law between the expiration of the emergency act and effective date of the temporary act.

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the Juvenile Curfew Congressional Review Emergency Amendment Act of 2026 be adopted after a single reading.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-326

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To confirm the appointment of Kayla Smith to the Board of Dietetics and Nutrition.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Board of Dietetics and Nutrition Kayla Smith Confirmation Resolution of 2026".

Sec. 2. The Council of the District of Columbia confirms the appointment of:

Kayla Smith
Southern Avenue, SE
Washington, DC 20020
(Ward 7)

as a licensed dietitian member of the Board of Dietetics and Nutrition, established by section 202 of the District of Columbia Health Occupations Revision Act of 1985, effective March 25, 1986 (D.C. Law 6-99; D.C. Official Code § 3-1202.02), for a term to end March 12, 2028.

Sec. 3. The Council shall transmit a copy of this resolution, upon its adoption, to the nominee and to the Mayor.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-327

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To confirm the appointment of Rachel Gabauer to the Board of Dietetics and Nutrition.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Board of Dietetics and Nutrition Rachel Gabauer Confirmation Resolution of 2026".

Sec. 2. The Council of the District of Columbia confirms the appointment of:

Rachel Gabauer
12th Street, NE
Washington, DC 20002
(Ward 6)

as a licensed dietitian member of the Board of Dietetics and Nutrition, established by section 202 of the District of Columbia Health Occupations Revision Act of 1985, effective March 25, 1986 (D.C. Law 6-99; D.C. Official Code § 3-1202.02), for a term to end March 12, 2027.

Sec. 3. The Council shall transmit a copy of this resolution, upon its adoption, to the nominee and to the Mayor.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-328

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To confirm the reappointment of Mr. Edward Hubbard to the Green Finance Authority Board.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Green Finance Authority Board Edward Hubbard Confirmation Resolution of 2026".

Sec. 2. The Council of the District of Columbia confirms the reappointment of:

Mr. Edward Hubbard
Orchid Street, NW
Washington, DC 20012
(Ward 4)

as a voting member with financial, project management, or legal expertise in clean energy, clean infrastructure, clean transportation, stormwater management, or green infrastructure of the Green Finance Authority Board, established by section 201 of the Green Finance Authority Establishment Act of 2018, effective August 22, 2018 (D.C. Law 22-155; D.C. Official Code § 8-173.21), for a term to end July 9, 2028.

Sec. 3. The Council shall transmit a copy of this resolution, upon its adoption, to the nominee and to the Mayor.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-329

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency with respect to the need to approve Modification No. M004 and proposed Modification No. M008 to Contract No. DCRL-2024-D-0073 with All Pro All Services to provide school transportation services, and to authorize payment for the services received under the contract.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Modification Nos. M004 and M008 to Contract No. DCRL-2024-D-0073 with the All Pro All Services Approval and Payment Authorization Emergency Declaration Resolution of 2026".

Sec. 2. (a) There exists a need to approve Modification No. M004 and proposed Modification No. M008 to Contract No. DCRL-2024-D-0073 with All Pro All Services to provide school transportation services, and to authorize payment for the services received under the contract.

(b) On May 16, 2025, by Modification No. M004, , the Child and Family Services Agency ("CFSA") exercised an increase to the base year of the contract in the not-to-exceed amount of $927,855 for the period of May 16, 2025, through August 7, 2025.

(c) Modification No. M004 incorporated the price schedule for the remainder of the base year for the period from August 7, 2024, through August 6, 2025, in the not-to-exceed amount of $927,855, making the total not-to-exceed amount for the base period $2,546,855.

(d) Proposed Modification No. M008 would incorporate the price schedule for the remainder of the base year for the period from August 7, 2024, through August 6, 2025, in the not-to-exceed amount of $418,765, making the total not-to-exceed amount for the base period $2,965,620.

(e) Council approval is necessary because Modification No. M004 and proposed Modification No. M008 increased the total contract amount by more than $1 million during a 12-month period.

(f) Council approval is necessary to allow the continuation of these vital services. Without Council approval, All Pro All Services cannot be paid for services provided in excess of $1 million.

ENROLLED ORIGINAL

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the Modification Nos. M004 and M008 to Contract No. DCRL-2024-D-0073 with All Pro All Services Approval and Payment Authorization Emergency Act of 2026 be adopted after a single reading.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-330

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency with respect to the need to approve the expenditure of Change Order No. 2 to Contract No. GF-2021-C-0021 by and between Consys, Inc and the University of the District of Columbia in the amount of $2,070,224.86 for additions to construction services, and to authorize payment for services received and to be receive pursuant to Change Order No. 2d.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "University of the District of Columbia Change Order No. 2 to Contract No. GF 2021-C-0021 with Consys, Inc. Approval and Payment Authorization Emergency Declaration Resolution of 2026".

Sec. 2. (a)Pursuant to section 451 of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 803; D.C. Code 1-204.51), the Council seeks to approve Change Order No. 2 to the University of the District of Columbia ("University") Contract No. GF 2021-C-0021 with Consys, Inc., for additions to the construction of the Academic Commons – Relocation of Learning Resources Division and Center for Advanced Learning Project (LRD & CAL) Project contract previously deemed approved by the Council as CA24-0382 on February 5, 2022, and Change Order No.1 previously deemed approved on April 15, 2024, as CA25-0675.

(b) Emergency legislation is necessary because the University failed to send Change Order No. 2 to the Council timely and without Council approval on an emergency basis, the contractor will not be paid for additional construction services requested by the University. This subjects the University to potential legal risks. The University seeks retroactive approval of Change Order No. 2 in the amount of $2,070,224.86.

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the University of the District of Columbia Change Order No. 2 with Consys, Inc. Approval and

Payment Authorization Emergency Act of 2026 be adopted after a single reading.

ENROLLED ORIGINAL

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-331

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency with respect to the need to approve Modification Nos. M0007, M0008, and M0009 to Contract No. CW108152 with Keefe Commissary Network, LLC, and to authorize payment for the goods and services received and to be received under the contract.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Modification Nos. M0007, M0008, and M0009 to Contract No. CW108152 with Keefe Commissary Network, LLC Approval and Payment Authorization Emergency Declaration Resolution of 2026".

Sec. 2. (a) There exists an immediate need to approve Modification Nos. M0007, M0008, and M0009 to Contract No. CW108152 with Keefe Commissary Network, LLC to provide inmate commissary services, and to authorize payment for the goods and services received and to be received under the contract.

(b) On October 5, 2025, by Modification No. M0007, the Office of Contracting and Procurement ("OCP"), on behalf of the Department of Corrections, exercised a partial option of Option Year 2 in the not-to-exceed amount of $675,000 for the period from October 6, 2025, through December 31, 2025.

(c) On November 24, 2025, by Modification No. M0008, OCP further exercised a partial option of Option Year 2, increasing the not-to-exceed amount by $325,000 for the period from January 1, 2026, through February 28, 2026.

(d) Modification No. M0009 would exercise the remainder of Option Year 2 and increase the not-to-exceed amount by $1 million for the period from March 1, 2026, through October 5, 2026.

(e) Council approval is necessary because the modifications will increase the value of the contract to more than $1 million during a 12-month period.

(f) Council approval is necessary to allow the continuation of these vital services. Without Council approval, Keefe Commissary Network, LLC cannot be paid for goods and services provided in excess of $1 million for the period from October 6, 2025, through October 5, 2026.

ENROLLED ORIGINAL

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the Modification Nos. M0007, M0008, and M0009 to Contract No. CW108152 with Keefe Commissary Network, LLC Approval and Payment Authorization Emergency Act of 2026 be adopted after a single reading.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-332

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To authorize the General Counsel to assert the Council's interest in obtaining certain agency budget enhancement requests that must be furnished to the Council pursuant to section 47-318.05a of the District of Columbia Official Code.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Budget Enhancement Request Litigation Authorization Resolution of 2026".

Sec. 2. The Council authorizes the Council's Office of the General Counsel to initiate, defend, intervene, participate, or take any other action in a matter in any court or tribunal on behalf of and in the name of the Council of the District of Columbia to assert the interest of the Council in obtaining certain agency budget enhancement requests that must be furnished to the Council pursuant to section 47-318.05a of the District of Columbia Official Code.

Sec. 3. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-333

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency with respect to the need to amend section 47-813 of the District of Columbia Official Code to provide for more timely classification changes for commercial properties that are to be put to residential use, to provide for an application process to make classification changes, to provide for appeal rights if such application is denied, and to provide for a claw back in the event the real property is not timely put to residential use.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Residential Building Permit Classification Emergency Declaration Resolution of 2026".

Sec. 2. (a) On March 4, 2025, the Council approved the Residential Building Permit Classification Emergency Amendment Act of 2025, effective March 21, 2025 (D.C. Act 26-33; 72 DCR 3336)("Emergency Act"), in response to a policy enacted by the Office of Tax and Revenue on October 1, 2024, whereby developers converting a commercial property to a residential property could not benefit from a change in classification from Class 2 to Class 1 until construction was "100% complete" and the building was "in actual use".

(b) The Emergency Act clarified that developers may have commercial-to-residential reclassified after a building permit has been issued to construct a new improvement or substantially rehabilitate an existing improvement. The Emergency Act became applicable on April 1, 2025, and expired on June 19, 2025.

(c) The Council approved identical temporary legislation on April 1, 2025, the Residential Building Permit Classification Temporary Amendment Act of 2025, effective June 17, 2025 (D.C. Law 26-15; 72 DCR 7299) ("Temporary Act"). The Temporary Act became law on June 17, 2025, and expired on January 28, 2026. As such, there is a need to approve additional emergency legislation with an applicability date of January 28, 2026, to ensure that there is no gap in the law.

(d) A technical clarification is also required in order for the Office of Tax and Revenue to effectuate the Avanti Real Estate Services, LLC Real Property Tax Relief Emergency Act of 2025, effective December 3, 2025 (D.C. Act 26-213; 72 DCR 13682), and the corresponding temporary act.

ENROLLED ORIGINAL

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the Residential Building Permit Classification Emergency Amendment Act of 2026 be adopted after a single reading.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-334

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency with respect to the need to amend the Universal Paid Leave Amendment Act of 2016 to prohibit private disability insurance providers from reducing short-term disability benefits based on actual or estimated paid leave benefits an eligible individual may be entitled to from the District, regardless of the jurisdiction in which the insurance policy was issued or written; and to amend the Insurance Trade and Economic Development Amendment Act of 2000 to make the prohibition on offsetting or reducing benefits under a private market short-term disability insurance policy based on estimated or actual benefits received under the Universal Paid Leave Amendment Act of 2016 enforceable under that law, regardless of the jurisdiction in which the insurance policy was issued or written.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Short-Term Disability Insurance Benefit Protection Clarification Emergency Declaration Resolution of 2026".

Sec. 2. (a) There exists an immediate need to continue the provisions of the Short-Term Disability Insurance Benefit Protection Clarification Temporary Amendment Act of 2025, effective July 16, 2025 (D.C. Law 26-17; 72 DCR 6109), which will expire on February 26, 2026, in order to protect benefits from the District's Universal Paid Leave ("UPL") program and benefit payments from short-term disability insurance plans for District workers who are entitled to both.

(b) Many District employers provide optional, private short-term disability insurance plans as part of the compensation package paid and available to employees. These plans provide enrolled employees with partial income replacement for the employee's absence from work due to recovery from injury or illness, including postpartum recovery. A typical short-term disability plan provides between 40% and 60% of the employee's salary for 3 to 6 months, based on documented medical need. Some employers pay the premiums for these plans, while many employers require employees to pay all or part of the premiums.

(c) The District's UPL program launched in July 2020. It provides benefits, in the form of partial wage replacement, to District workers who need to take time off from work for events associated with the birth or placement of a new child, including bonding ("parental leave"), recovery from serious illness or injury ("medical leave"), or caring for a family member with a serious illness or injury ("family leave"). District employers pay quarterly contributions into a

social insurance fund from which benefits are paid to eligible workers when a qualifying leave event arises.

(d) The UPL program provides up to 12 total weeks of benefits for parental leave, medical leave, and family leave.

(e) Many District workers use the public and private programs together, relying on them to achieve closer to full wage replacement and to extend the period of wage replacement to more fully cover unpaid periods of leave from work necessitated by sometimes complex and lengthy medical needs.

(f) In 2021, the Council learned that, since the UPL program began paying benefits to workers, private insurance companies providing coverage to District workers were offsetting the amount of benefits paid under their short-term disability plans by the amount of benefits the employee was expected to receive from the District's UPL program, regardless of whether the beneficiary had applied for or received those paid leave benefits, and regardless of the purpose for which the leave was used (i.e., parental bonding leave rather than medical leave).

(g) In Council Period 24, the Committee on Labor and Workforce Development ("Labor Committee") worked to partially close this coordination of benefits loophole to prohibit benefit offsetting by including amendments to the Universal Paid Leave Act of 2016, effective April 7, 2017 (D.C. Law 21-264; D.C. Official Code § 32-541.01 *et seq.*), in the Fiscal Year 2022 Budget Support Act of 2021, effective November 13, 2021 (D.C. Law 24-45; 68 DCR 10163).

(h) It later came to the attention of the Labor Committee that the Department of Insurance, Securities, and Banking's ("DISB") ability to enforce the anti-offsetting law, as intended, was hampered by the fact that the agency's enforcement authority is typically limited to insurance policies that were written or issued in the District. Thus, DISB was likely unable to take enforcement action against an insurer for unlawfully offsetting UPL benefits for District-based employees because the employer's short-term disability policy was written or delivered outside the District.

(i) Some employers of District employees—such as national employers or those based in other states—may purchase a policy that was written or delivered outside the District. It was previously reported to the Labor Committee that several insurance companies do not believe their short-term disability benefit is protected by the District's anti-offsetting provision and Council offices continue to hear reports of District workers being victims of offsetting practices.

(j) The Council did not intend for UPL benefits to reduce or limit workers' access to short-term disability benefits as:

(1) The UPL law states that the right to UPL benefits is not to be diminished by a collective bargaining agreement, by any other contract, or by an employer policy;

(2) The law enumerates 2 programs, unemployment insurance and long-term disability insurance, that, if an individual is receiving benefits under those programs, will make the individual ineligible for UPL benefits, implying that individuals are permitted to receive benefits under other programs like short-term disability;

(3) The law states that the UPL benefits shall not prevent an employer from supplementing or providing greater benefits than required under the UPL law;

(4) Individual workers often use the programs for different purposes, such as UPL for bonding leave and short-term disability for postpartum recovery which are subject to different time restrictions; and

(5) The UPL program and short-term disability insurance have completely separate and independent funding mechanisms.

(k) Under the UPL law, it is unlawful for any person to interfere with an employee's right to UPL. Using the UPL benefits as an offset for short-term disability benefits renders the UPL benefit meaningless because an employee receives no more benefit than they would in the absence of UPL; that is interference.

(l) The intent of this legislation is to continue to strengthen DISB's enforcement authority to prevent interference by including an extraterritoriality clause that requires application of the law regardless of the jurisdiction in which the private market short-term disability insurance policy was written or issued.

(m) Emergency legislation is needed while passage of the permanent bill is pending in the current Council period.

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the Short-Term Disability Insurance Benefit Protection Clarification Emergency Amendment Act of 2026 be adopted after a single reading.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-335

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency with respect to the need to amend the Fraudulent Vehicle Tag and Parking Enforcement Modernization Amendment Act of 2024 to amend the subject to appropriations provision.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Parking Enforcement Modernization Technical Correction Emergency Declaration Resolution of 2026".

Sec. 2. (a) On December 17, 2024, the Council approved on final reading Bill 25-435, the Fraudulent Vehicle Tag and Parking Enforcement Modernization Amendment Act of 2024 (D.C. Law 25-325; 72 DCR 1284) ("Act"). Along with updating statutes that govern parking enforcement procedures, the Act enhances the District's ability to conduct enforcement against vehicles that use fraudulent or obscured vehicle tags and prioritizes the immobilization and impoundment of abandoned, unidentifiable, and dangerous vehicles.

(b) Through a combination of funds secured by the Committee on Public Works and Operations, the Committee on Transportation and the Environment, and the Committee of the Whole, nearly the entirety of the fiscal impact of the Act was fully funded in the Council's approved Fiscal Year 2026 budget at approximately $10 million across the financial plan, primarily in the Department of Public Works and the Department of Motor Vehicles.

(c) However, certain sections of the Act that are now funded continue to be referenced in the subject to appropriations section, including provisions that require the Mayor to establish rules by a date certain.

(d) Emergency legislation is necessary to ensure that all funded provisions of the Act are in effect within the fiscal year they have been funded, to enable timely implementation of the law.

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances, making it necessary that the Parking Enforcement Modernization Technical Correction Emergency Amendment Act of 2026 be adopted after a single reading.

ENROLLED ORIGINAL

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-336

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency with respect to the need to amend section 2032 of the Deputy Mayor for Planning and Economic Development Limited Grant-Making Authority Act of 2012 to reduce the long-term lease period to no fewer than 5 years for eligibility to the Rhode Island Avenue Support Grant Program.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Rhode Island Avenue Corridor Long-Term Lease Adjustment Emergency Declaration Resolution of 2026".

Sec. 2. (a) The Economic Revitalization Initiatives Amendment Act of 2025, effective December 6, 2025 (D.C. Law 26-55; 72 DCR 9825), was passed to create economic revitalization initiatives in several areas of the District, including the Rhode Island Avenue Corridor. The Rhode Island Avenue Support Grant Program ("Program") was to be established in Fiscal Year 2026, with its purpose to award grants through a competitive process to eligible businesses and eligible commercial property owners in the Rhode Island Avenue Corridor.

(b) In order to be eligible for this Program, in addition to other criteria, a business would be required to sign or intend to sign a long-term lease of a commercial property in the Rhode Island Avenue Corridor, while a commercial property owner must sign or intend to sign a long-term lease with an eligible business for the commercial property in the Rhode Island Avenue Corridor. The stated timeframe for a long-term lease was a lease period of no fewer than 10 years, exclusive of options. This time frame differed from the original proposal of 5 years, which was in line with industry standards. The impact of this longer timeframe may be a substantially decreased pool of eligible businesses to revitalize the Rhode Island Avenue Corridor and runs counter to the purpose of the Economic Revitalization Initiatives Amendment Act of 2025.

(c) The underlying emergency legislation would ensure that the intended business population, who are those who sign or intend to sign a long-term lease with a period of no fewer than 5 years for a commercial property in the Rhode Island Avenue Corridor, are eligible for grants under the Program.

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the Rhode

ENROLLED ORIGINAL

Island Avenue Corridor Long-Term Lease Adjustment Emergency Amendment Act of 2026 be adopted after a single reading.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-337

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency with respect to the need to amend the Department of Transportation Establishment Act of 2022 to authorize the Director to issue a grant to Friends of Wangari Gardens for the assessment, design, and installation of a water meter and potable water source directly on the Wangari Gardens property with a spigot for gardeners' free use.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Friends of Wangari Gardens Grant Emergency Declaration Resolution of 2026."

Sec. 2. (a) In the Report and Recommendations of the Committee on Transportation and the Environment on the Fiscal Year 2026 Budget for Agencies Under Its Purview ("Report"), the Committee on Transportation and the Environment ("Committee") identified $75,000 in the capital budget of the District Department of Transportation ("DDOT") for the "the assessment, design, and installation of a water meter and potable water source" at Wangari Gardens, a community garden-park located on DDOT property bordered by Kenyon Street, NW, Park Place, NW, and Irving Street, NW.

(b) Friends of Wangari Gardens is a 501(c)(3) non-profit organization that has a memorandum of understanding with DDOT regarding the use of Wangari Gardens. As detailed in the Report, Friends of Wangari Gardens has been using a fire hydrant permit from DC Water as its water source, but the cost of this arrangement has increased dramatically in recent years. As the Report details:

> In communications with the Ward 1 and Ward 5 Council offices, the treasure for the Friends of Wangari Gardens noted that the 2025 bill for the meter and backflow preventer rental totaled $5,525. The largest portion of this bill is the refundable deposit for the meter ($2,750) and the daily rental fee ($15/day, totaling $2,700 for the season), while the actual water usage amounts to less than $1,000. This fee structure has led to the depletion of the Friends of Wangari Gardens' bank account in recent years, requiring personal funds to cover the bill in 2025.

(c) Funds were allocated to DDOT because it is the custodian of the property where Wangari Gardens is located. Funds could not be appropriated to DC Water because DC Water is an independent self-financing authority.

(d) The Council adopted the Committee's recommendation and included $75,000 in capital funds for a water source at Wangari Gardens in the Fiscal Year 2026 Local Budget Act of 2025 and the Fiscal Year 2026 Local Budget Emergency Act of 2025.

(e) In conversations between DDOT staff, officers of Friends of Wangari Gardens, and Council staff, it has become clear that the best path to expeditious completion of this project is for Friends of Wangari Gardens to manage the project directly and for DDOT to transfer the funds to them. While DDOT is the custodian of the property, it does not have staff capacity or expertise to engage with DC Water on the unique needs of Wangari Gardens.

(f) Emergency legislation is needed to provide DDOT with authority to make this grant to Friends of Wangari Gardens. While the Department of Transportation Establishment Act of 2022, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code § 50-921.01 *et seq.*), provides DDOT with the authority to make grants under $1 million dollars, that authority is constrained by language requiring that those grants "achieve the District's transportation goals, including safety objectives and to support streateries and the streatery program." The emergency legislation clarifies that DDOT has the authority to make a grant to establish a water source at Wangari Gardens even though such a grant is not related to achieving the District's transportation goals.

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the Friends of Wangari Gardens Grant Emergency Amendment Act of 2026 be adopted after a single reading.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-338

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency with respect to the need to amend the Green Building Act of 2006 to exempt certain nonresidential projects from maintaining net zero energy compliance and to modify net zero energy compliance requirements for nonresidential projects; and to amend section 2 of the Clean Energy DC Building Code Amendment Act of 2022 to modify the definition of net-zero-energy standards and the types of projects for which the net-zero-energy standards apply.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Net Zero Modification and Preservation Emergency Declaration Resolution of 2026".

Sec. 2. (a) On January 12, 2023, Mayor Bowser signed the Greener Government Buildings Amendment Act of 2022, effective March 10, 2023 (D.C. Law 24-306; 70 DCR 658) ("GGBA"), which amended the Green Building Act of 2006 to require that construction of new or substantially improved projects owned or financed by the District adhere to a net zero energy standard.

(b) In subsequent budgets, funding enhancements have been necessary to ensure compliance with the net zero energy requirements for District-owned projects. In the FY26 budget, $9.8 million was designated for specific net zero projects, including the Congress Heights pool, Fort Davis Recreation Center, and New Community Center at Historic Crummell School; however, some of these enhancements have not and are not planned to be utilized by the Executive for their Council-designated purposes despite legal requirements to do so.

(c) In the Mayor's letter to the Council for the December 16, 2025, Legislative Meeting, the Mayor stated, "To demonstrate the financial and operational impacts of these Council mandates, the Department of General Services will not seek waivers from the Green Building Advisory Council ("GBAC") for these types of projects and will build them to the highest environmental standard possible as allowed by the project's current funding". Since this statement, the Department of General Services ("DGS") has begun implementing this policy of not sending certain projects to GBAC despite the clear legal requirements to do so. During a Committee on Facilities public hearing on January 16, 2026, DGS again confirmed its intent not to follow the law.

(d) Since the passage of the GGBA, the Council has also enacted several pieces of emergency legislation exempting District-financed affordable housing projects from the requirements of the GGBA in order to ensure predictability in project design and development.

(e) In consultation with the Executive, the Council has determined that updates to the GGBA are necessary to ensure that the Executive is able to appropriately budget for capital projects in FY27 and to provide affordable housing providers with the certainty needed for upcoming funding rounds.

(f) Emergency legislation is therefore necessary to ensure that the Executive may budget capital projects in FY27 based on reasonably modified, yet environmentally robust, standards and to provide affordable housing developers seeking District financing with sufficient time to prepare projects in accordance with the modified standards.

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances, making it necessary that the Net Zero Modification and Preservation Emergency Amendment Act of 2026 be adopted after a single reading.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A RESOLUTION

26-339

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

February 3, 2026

To declare the existence of an emergency with respect to the need to amend the Strengthening Traffic Enforcement, Education, and Responsibility ("STEER") Amendment Act of 2024 to modify its applicability clause to correctly reflect its funding status with respect to the District's Intelligent Speed Assistance Program.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as "STEER Clarification Emergency Declaration Resolution of 2026".

Sec. 2. (a) On February 6, 2024, the Council passed on second reading the Strengthening Traffic Enforcement, Education, and Responsibility Amendment Act of 2024, effective April 20, 2024 (D.C. Law 25-161; 71 DCR 2248) ("STEER Act").

(b) The STEER Act, among other things, established an Intelligent Speed Assistance Program ("ISAP") in the District. The ISAP, to be administered by the Department of Motor Vehicles ("DMV"), will install and monitor a driver's compliance with intelligent speed assistance systems if the driver was convicted of certain driving offenses. The STEER Act also modernized the District's existing Ignition Interlock Device Program.

(c) More specifically, the STEER Act amended sections 37 and 38 of the Motor Vehicle Safety Responsibility Act, approved May 25, 1954 (68 Stat. 130; D.C. Official Code §§ 50-1301.37 and 50-1301.38) ("sections 37 and 38"), to modify the conditions under which the DMV may suspend or reinstate a driver's license or vehicle registration, respectively. Sections 37 and 38, as amended by the STEER Act, work together to establish predicate offenses that require enrollment in the newly established ISAP as a condition of reinstatement.

(d) The ISAP was funded during the Fiscal Year 2024 budget process, and the DMV began working on regulations to implement the program. The updates to the Ignition Interlock Device Program were funded during the Fiscal Year 2026 budget process, though funding for implementation is not actually available to the DMV until Fiscal Year 2027.

(e) When updating the STEER Act's applicability clause to reflect its funding status, the Fiscal Year 2026 Budget Support Act of 2025, effective December 6, 2025 (D.C. Law 26-55; 72 DCR 9825), left sections 37 and 38 subject to appropriations, since funding for the modernized Ignition Interlock Device Program was pending. However, since the DMV relies on sections 37 and 38 to enroll drivers into ISAP, and those key provisions are currently considered to be

unfunded, the DMV has paused the launch of the ISAP until those provisions are funded or substantially similar provisions go into effect.

(f) To allow ISAP implementation to move forward, this emergency legislation modifies the applicability clause for the STEER Act to reflect that certain provisions are, in fact, fully funded with respect to the implementation of the ISAP (or other purposes), but are still subject to appropriations with respect to the District's current Ignition Interlock Device Program.

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the STEER Clarification Emergency Amendment Act of 2026 be adopted after a single reading.

Sec. 4. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A CEREMONIAL RESOLUTION

26-120

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

January 6, 2026

To recognize and honor Linda Greenan for her over 30 years of dedicated service to the District of Columbia.

WHEREAS, Ms. Greenan has devoted more than 3 decades of her professional life to service in the District of Columbia, demonstrating an enduring commitment to strengthening the city's civic institutions, communities, and public-private partnerships;

WHEREAS, Linda Greenan served the District government with distinction, including as Chief of Staff to Councilmember Jack Evans for 4 years, where she played a critical role in legislative operations and constituent services;

WHEREAS, Linda Greenan served for nearly 2 decades as the Associate Vice President for External Relations at Georgetown University, where she acted as a principal liaison between the University, the District government, community organizations, and neighborhood stakeholders, and was widely respected for her deep knowledge of District policy, governance, and community concerns;

WHEREAS, beginning in August 2016, Linda Greenan served the District for 9 years at PEPCO, where she continued her commitment to service by strengthening relationships between the utility, District government, and the local community;

WHEREAS, Linda Greenan has earned the respect of District leaders, civic organizations, and community members for her professionalism, steady judgment, and consistent focus on solutions that advance the public interest; and

WHEREAS, throughout her career, Linda Greenan has served on numerous boards and commissions, including the D.C. Chamber of Commerce, the Humanities Council, the Georgetown Business Association, the D.C. Sports and Entertainment Commission, and the Washington Convention and Sports Authority, and has been repeatedly recognized for her leadership, integrity, and unwavering dedication to the betterment of the District of Columbia.

ENROLLED ORIGINAL

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Linda Greenan Service Recognition Resolution of 2026".

Sec. 2. The Council of the District of Columbia recognizes and celebrates Linda Greenan for her outstanding service to the District of Columbia and commends Ms. Greenan for her decades of exemplary public service, civic leadership, and lasting contributions to the District's government, institutions, and communities.

Sec. 3. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A CEREMONIAL RESOLUTION

26-121

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

January 6, 2026

To posthumously recognize and honor the life and legacy of John Fitzgerald Cotten for his exemplary service, leadership, and dedication to the residents of the District of Columbia.

WHEREAS, the Council of the District of Columbia mourns the passing of John Fitzgerald Cotten, a distinguished resident, exemplary community leader, and devoted public servant whose lifelong commitment to service profoundly enriched the lives of countless District residents, particularly those in Ward 7 and throughout Southeast Washington;

WHEREAS, Kappa Alpha Psi Fraternity, Incorporated, welcomed Brother John Fitzgerald Cotten in 1987 through initiation into the Beta Kappa Chapter at the University of the District of Columbia, where he served with distinction as the 47th Polemarch of the Washington Alumni Chapter, demonstrating exceptional leadership and dedication to the fraternity's cardinal principles of achievement and service;

WHEREAS, as a proud alumnus and coach at H.D. Woodson High School, John Fitzgerald Cotten dedicated himself to mentoring and developing the youth of the District, instilling in them values of leadership, academic excellence, resilience, and community responsibility that continue to resonate with his former students and athletes;

WHEREAS, John Fitzgerald Cotten served as a tireless advocate for Ward 7 and Southeast Washington, providing leadership for the Beacon House annual turkey drives, advocating for the completion and renovation of the Fort Dupont Ice Arena, serving as Master of Ceremonies for Metropolitan Founders Day celebrations, and contributing to numerous other community initiatives that strengthened the fabric of District neighborhoods;

WHEREAS, John Fitzgerald Cotten's posthumous induction into the District of Columbia Department of Parks and Recreation Hall of Fame recognizes his outstanding contributions to recreational programs, youth athletics, and community wellness throughout the District;

WHEREAS, following a distinguished 40-year career with the United States Department of the Treasury's Bureau of Engraving and Printing, John Fitzgerald Cotten continued to devote his time and considerable talents to advancing the welfare of his fellow District residents,

exemplifying his personal motto, “Brick by Brick,” through consistent and dedicated community engagement;

WHEREAS, the District of Columbia has lost an extraordinary citizen in John Fitzgerald Cotten, whose legacy of selfless service, youth mentorship, and community advocacy will endure for generations and serve as an inspiration to current and future residents; and

WHEREAS, John Fitzgerald Cotten’s loved ones have called on the District of Columbia government to honor his memory by continuing to support youth development programs, community enhancement initiatives, and equitable opportunities for all residents across the District of Columbia, particularly in Ward 7 and Southeast Washington.

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the “John Fitzgerald Cotten Posthumous Recognition Resolution of 2026”.

Sec. 2. The Council of the District of Columbia posthumously honors the life, service, and contributions of John Fitzgerald Cotten and extends its deepest sympathies and heartfelt condolences to his beloved wife, Silhouette Cotten, his family, his fraternity brothers of Kappa Alpha Psi Fraternity, Incorporated, and all those whose lives were touched and enriched by his remarkable character and unwavering commitment to service.

Sec. 3. This resolution shall take effect immediately.

ENROLLED ORIGINAL

A CEREMONIAL RESOLUTION

26-122

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

January 6, 2026

To honor and recognize the life, service, and legacy of Gaby La'Dine Fraser for her extraordinary commitment to social justice, labor advocacy, women's rights, and civic engagement in the District of Columbia.

WHEREAS, Gaby La'Dine Fraser passed away on January 2, 2026, leaving behind a profound legacy of advocacy, leadership, and service to the residents of the District of Columbia;

WHEREAS, Gaby La'Dine Fraser served for more than a decade as the Equal Employment Opportunity and Union Advocate Officer for the National Association of Special Police and Security Officers, where she tirelessly defended workers' rights, fairness in employment, and dignity in the workplace;

WHEREAS, Gaby La'Dine Fraser served as President of the Metropolitan Women's Democratic Club, where she was a passionate champion for social justice, education, and women's rights, inspiring civic participation and community leadership consistent with the legacy of the Club's founder Ethel L. Payne, the First Lady of the Black Press;

WHEREAS, Gaby La'Dine Fraser dedicated herself to amplifying the voices of parents and families through her work with Parents Amplifying Voices in Education (PAVE), advocating for equitable and inclusive educational opportunities for District students;

WHEREAS, Gaby La'Dine Fraser served the Democratic Party and the residents of Ward 7 as Corresponding Secretary of the Ward 7 Democrats, strengthening grassroots organizing and civic engagement across the community;

WHEREAS, Gaby La'Dine Fraser played a meaningful role in District politics as a campaign organizer for several members of the Council of the District of Columbia, including the Honorable Kenyan McDuffie and the Honorable Vincent Orange, Sr., and was a steadfast supporter of Mayor Muriel Bowser;

ENROLLED ORIGINAL

WHEREAS, Gaby La'Dine Fraser was widely respected as a mentor, advocate, and friend whose compassion, integrity, and unwavering commitment to justice positively impacted countless individuals throughout the District; and

WHEREAS, Gaby La'Dine Fraser is remembered as a devoted mother, grandmother, aunt, sister, and friend, whose spirit of service and love for community will continue to guide and inspire those who knew her and benefited from her work.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Gaby La'Dine Fraser Recognition Resolution of 2026."

RESOLVED FURTHER, That this resolution shall be transmitted to the family of Gaby La'Dine Fraser as an expression of the Council's profound respect and appreciation.

Sec.2. The Council of the District of Columbia recognizes, honors and celebrates the life of Gaby La'Dine Fraser for her extraordinary commitment to social justice, labor advocacy, women's right, and civic engagement in the District of Columbia.

Sec. 3. This resolution shall take effect immediately.

COUNCIL OF THE DISTRICT OF COLUMBIA

NOTICE OF INTENT TO ACT ON NEW LEGISLATION

The Council of the District of Columbia hereby gives notice of its intention to consider the following legislative matters for final Council action in not less than 15 days. Referrals of legislation to various committees of the Council are listed below and are subject to change at the legislative meeting immediately following or coinciding with the date of introduction. It is also noted that legislation may be co-sponsored by other Councilmembers after its introduction.

Interested persons wishing to comment may do so in writing addressed to Nyasha Smith, Secretary to the Council, 1350 Pennsylvania Avenue, NW, Room 5, Washington, D.C. 20004. Copies of bills and proposed resolutions are available in the Legislative Services Division, 1350 Pennsylvania Avenue, NW, Room 10, Washington, D.C. 20004, Telephone: 724-8050 or online at http://www.dccouncil.gov.

COUNCIL OF THE DISTRICT OF COLUMBIA PROPOSED LEGISLATION

PR26-0522 Commission on Poverty YaVonne Boyd Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0523 Commission on Poverty Debra Kilpatrick Byrd Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0524 Commission on Poverty Dr. Marla Dean Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0525 Commission on Poverty Isaac Harris Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0526 Commission on Poverty Nechema Masliansky Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0527 Commission on Poverty Elijah Moses Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0528 Commission on Poverty Lamar Richards Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0529 Commission on Poverty David Schultz Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0530 Commission on Poverty Patricia Stamper Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0531 Commission on Poverty Cesar Toledo Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0532 Commission on Poverty Khadijah Williams Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Executive Administration and Labor

---

PR26-0533 Child Fatality Review Committee Jenny Epstein Confirmation Resolution of 2026

Intro. 02-02-2026 by Chairman Mendelson and referred to the Committee on Judiciary and Public Safety

---

PR26-0534 Child Fatality Review Committee Dr. Jacqueline Francis Confirmation Resolution of 2026

Intro. 02-04-2026 by Chairman Mendelson and referred to the Committee on Judiciary and Public Safety

---

PR26-0535 Commission on Human Rights Reverend Thomas Bowen Confirmation Resolution of 2026

Intro. 02-04-2026 by Chairman Mendelson and referred to the Committee on Public Works and Operations

---

COUNCIL OF THE DISTRICT OF COLUMBIA
ABBREVIATED NOTICE OF PUBLIC HEARINGS
AGENCY PERFORMANCE OVERSIGHT HEARINGS ON
FISCAL YEARS 2025-2026
2-10-2026

SUMMARY

January 22, 2026 to March 6, 2026	Agency Performance Oversight Hearings on Fiscal Years 2025-2026
February 10, 2026	Committee of the Whole Public Briefing on the Fiscal Year 2025 Annual Comprehensive Financial Report (ACFR) at 2:00 p.m. in Room 500

The Council of the District of Columbia hereby gives notice of its intention to hold public oversight hearings on agency performance for FY 2025 and FY 2026. The hearings will begin on Thursday, January 22, 2026 and conclude on Friday, March 6, 2026.

You can access hearing notices, sign-up to testify, and find other pertinent hearing information by going to the hearing management system at: https://lims.dccouncil.gov/hearings. Some hearings listed in this notice will be broadcast live on DC Council Channel 13, or streamed live at www.dccouncil.gov, entertainment.dc.gov, or at the link provided.

Witnesses who require language interpretation services, including sign language interpretation, should inform the relevant Committee as soon as possible, but no later than ten (10) business days before the proceeding.

ADDENDUM OF CHANGES TO THE PUBLIC HEARING SCHEDULE

New Date	*Original Date*	*Date Change*	*Hearing Change*
N/A	*1/28/2026*	*1/28/2026*	Committee on Youth (changing the start time from 9:30a to 12:30p)
2/4/2026	*1/28/2026*	*1/28/2026*	Committee on Executive (adding: Executive Office of the Mayor and, Mayor's Office of Community Affairs (**Public Witnesses Only)**, and Mayor's Office of Legal Counsel); Room 412; Time: 9:30a - 5:30p
2/10/2026	*N/A*	*1/28/2026*	Committee on Public Works (adding: Alcoholic Beverage Cannabis Administration); Room 412; Time: 11:00a - 6:00p
2/11/2026	*N/A*	*1/28/2026*	Committee on Executive (adding: Events DC-**Public Witnesses Only**); Room 500; Time: 9:30a - 5:30p
2/27/2026	*N/A*	*1/28/2026*	Committee on Transportation (adding: Public Service Commission and Office of the People's Counsel); Room 412; Time: 9:30a - 5:30p
2/10/2026	*2/5/2026*	*2/4/2026*	Committee of the Whole (ACFR Hearing); Room 500; Time: 2:00p
2/18/2026	*N/A*	*2/4/2026*	Committee on Local Development (Department on Small and Local Business Development-**Public Witnesses Only**; Room 123; Time: 3:00p - 6:00p
2/20/2026	*N/A*	*2/4/2026*	Committee on Human Services (adding: Deputy Mayor for Planning and Economic Development); Room 123; Time: 9:30a - 5:30p
2/24/2026	*2/11/2026*	*2/4/2026*	Committee of the Whole (Office of the Chief Financial Officer): Room 412; Time: 1:00p - 6:00p
2/24/2026	*N/A*	*2/4/2026*	Committee on Human Services (adding: Office of Lottery and Gaming): Room 123; Time: 9:30a - 5:30p
2/27/2026	*N/A*	*2/4/2026*	Committee on Local Development (Department of Small and Local Business Development-**Government Witnesses Only**); Room 123; Time: 9:30a - 1:30p
3/2/2026	*2/4/2026*	*2/4/2026*	Committee on Executive (adding: Executive Office of the Mayor, Mayor's Office of Community Affairs-**Government Witnesses Only**); Room 123; Time: 9:30a - 5:30p
3/4/2026	*N/A*	*2/4/2026*	Committee on Local Development (RFK Community Benefits Oversight Committee-**Government Witnesses Only**); Room 123; Time: 9:30a - 1:30p
3/4/2026	*N/A*	*2/4/2026*	Committee on Public Works (Department of Public Works-**Government Witnesses Only**); Room 120; Time: 9:30a - 3:30p
3/2/2026	*N/A*	*2/10/2026*	Committee on Executive (adding: Office of the Inspector General); Room 123; Time 9:30a - 5:30 p

PUBLIC HEARING SCHEDULE

COMMITTEE ON HOUSING **Chairperson Robert C. White, Jr.**

THURSDAY, JANUARY 22, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
2:00 p.m. - 6:00 p.m.	Office of the Tenant Advocate
	Mayor's Office of Returning Citizen Affairs

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON HEALTH **Chairperson Christina Henderson**

TUESDAY, JANUARY 27, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency (Public Witnesses Only)**
11:30 a.m. - 6:00 p.m.	Deputy Mayor for Health and Human Services
	Department of Health Care Finance

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON THE JUDICIARY & PUBLIC SAFETY **Chairperson Brooke Pinto**

WEDNESDAY, JANUARY 28, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 5:00 p.m.	Office of Unified Communications
	Board of Ethics and Government Accountability

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON TRANSPORTATION & THE ENVIRONMENT **Chairperson Charles Allen**

WEDNESDAY, JANUARY 28, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency (Public Witnesses Only)**
9:30 a.m. - 6:00 p.m.	District Department of Transportation

This hearing can be viewed live at https://www.youtube.com/@councilmembercharlesallen/streams.

COMMITTEE ON EXECUTIVE ADMINISTRATION & LABOR **Chairperson Anita Bonds**

WEDNESDAY, JANUARY 28, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 5:30 p.m.	Executive Office of the Mayor
	Mayor's Office of Community Affairs
	Mayor's Office of Legal Counsel

This hearing can be viewed live at https://www.youtube.com/channel/UCgy5EojaMYGtwicWSfg9NeA.

COMMITTEE ON YOUTH AFFAIRS **Chairperson Zachary Parker**

WEDNESDAY, JANUARY 28, 2026; via Virtual Meeting Platform - Room 120	
Time	**Agency (Public Witnesses Only)**
12:30 p.m. - 6:00 p.m.	Child and Family Services Agency
	Office of Ombudsperson for Children

This hearing can be viewed live at https://www.youtube.com/@councilmemberzacharyparker.

COMMITTEE ON HOUSING **Chairperson Robert C. White, Jr.**

THURSDAY, JANUARY 29, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 1:30 p.m.	Real Estate Commission
	Board of Real Estate Appraisers
	Rental Housing Commission
	Office of Advisory Neighborhood Commission

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON HUMAN SERVICES **Chairperson Matthew Frumin**

THURSDAY, JANUARY 29, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
2:00 p.m. - 6:00 p.m.	District of Columbia Public Library

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON FACILITIES **Chairperson Janeese Lewis George**

THURSDAY, JANUARY 29, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency (Public Witnesses Only)**
9:30 a.m. - 6:00 p.m.	Department of General Services

This hearing can be viewed live at https://www.janeeseward4.com/live.

COMMITTEE ON HEALTH **Chairperson Christina Henderson**

THURSDAY, JANUARY 29, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency (Government Witnesses Only)**
9:30 a.m. - 1:30 p.m.	Deputy Mayor for Health and Human Services
	Department of Health Care Finance

This hearing can be viewed live at https://www.youtube.com/@CMCHenderson/streams.

COMMITTEE ON TRANSPORTATION & THE ENVIRONMENT **Chairperson Charles Allen**

MONDAY, FEBRUARY 2, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	Washington Metropolitan Area Transit Authority

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON YOUTH AFFAIRS **Chairperson Zachary Parker**

MONDAY, FEBRUARY 2, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency (Public Witnesses Only)**
10:00 a.m. - 6:00 p.m.	Department of Youth Rehabilitation Services
	Office of the Attorney General (Juvenile Justice Related)

This hearing can be viewed live at https://www.youtube.com/@councilmemberzacharyparker.

COMMITTEE ON HEALTH **Chairperson Christina Henderson**

MONDAY, FEBRUARY 2, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency (Public Witnesses Only)**
9:30 a.m. - 1:30 p.m.	Department of Behavioral Health

This hearing can be viewed live at https://www.youtube.com/@CMCHenderson/streams.

COMMITTEE ON HEALTH **Chairperson Christina Henderson**

WEDNESDAY, FEBRUARY 4, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency (Government Witnesses Only)**
9:30 a.m. - 1:30 p.m.	Department of Behavioral Health

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON YOUTH AFFAIRS **Chairperson Zachary Parker**

WEDNESDAY, FEBRUARY 4, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency (Government Witnesses Only)**
2:00 p.m. - 6:00 p.m.	Child and Family Services Agency
	Office of Ombudsperson for Children

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON EXECUTIVE ADMINISTRATION & LABOR **Chairperson Anita Bonds**

WEDNESDAY, FEBRUARY 4, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency**
9:30 a.m. - 5:30 p.m.	Executive Office of the Mayor **(Public Witnesses Only)**
	Mayor's Office of Community Affairs **(Public Witnesses Only)**
	Mayor's Office of Legal Counsel
	Office of Employee Appeals
	Department of Human Resources

This hearing can be viewed live at https://www.youtube.com/channel/UCgy5EojaMYGtwicWSfg9NeA.

COMMITTEE ON THE JUDICIARY & PUBLIC SAFETY **Chairperson Brooke Pinto**

WEDNESDAY, FEBRUARY 4, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	Corrections Information Council
	Department of Corrections

This hearing can be viewed live at https://www.youtube.com/@cmbrookepinto.

COMMITTEE ON EXECUTIVE ADMINISTRATION & LABOR **Chairperson Anita Bonds**

THURSDAY, FEBRUARY 5, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 1:30 p.m.	Office of the Secretary
	Workforce Investment Council

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON HUMAN SERVICES **Chairperson Matthew Frumin**

THURSDAY, FEBRUARY 5, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 12:30 p.m.	Office of Cable Television, Film, Music and Entertainment

This hearing can be viewed live at https://www.youtube.com/@cmfrumin/streams.

COMMITTEE ON PUBLIC WORKS & OPERATIONS **Chairperson Brianne Nadeau**

FRIDAY, FEBRUARY 6, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 1:30 p.m.	Department of For-Hire Vehicles

This hearing can be viewed live at https://www.brianneknadeau.com/committee.

COMMITTEE ON YOUTH AFFAIRS **Chairperson Zachary Parker**

MONDAY, FEBRUARY 9, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency (Government Witnesses Only)**
10:00 a.m. - 1:30 p.m.	Department of Youth Rehabilitation Services
	Office of the Attorney General (Juvenile Justice Related)

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON THE JUDICIARY & PUBLIC SAFETY **Chairperson Brooke Pinto**

MONDAY, FEBRUARY 9, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	Homeland Security and Emergency Management Agency
	Office of the Attorney General

This hearing can be viewed live at https://www.youtube.com/@cmbrookepinto.

COMMITTEE ON PUBLIC WORKS & OPERATIONS **Chairperson Brianne Nadeau**

TUESDAY, FEBRUARY 10, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency**
11:00 a.m. - 6:00 p.m.	Alcoholic Beverage Cannabis Administration

This hearing can be viewed live at https://www.brianneknadeau.com/committee.

COMMITTEE ON EXECUTIVE ADMINISTRATION & LABOR **Chairperson Anita Bonds**

WEDNESDAY, FEBRUARY 11, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 5:30 p.m.	Department of Employment Services **(Public Witnesses Only)**
	Washington Convention Center and Sports Authority (Events DC)

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE OF THE WHOLE **Chairman Phil Mendelson**

WEDNESDAY, FEBRUARY 11, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency**
9:30 a.m. - 1:30 p.m.	DC Auditor
	District of Columbia Retirement Board/Funds
	Commission on the Arts and Humanities
2:00 p.m. - 6:00 p.m.	Office of the Chief Financial Officer

This hearing can be viewed live at www.ChairmanMendelson.com/live.

COMMITTEE ON HEALTH **Chairperson Christina Henderson**

WEDNESDAY, FEBRUARY 11, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 1:30 p.m.	Board of Pharmacy
	Board of Dentistry
	Board of Optometry
	Food Policy Council

This hearing can be viewed live at https://www.youtube.com/@CMCHenderson/streams.

COMMITTEE ON THE JUDICIARY & PUBLIC SAFETY **Chairperson Brooke Pinto**

WEDNESDAY, FEBRUARY 11, 2026; via Virtual Meeting Platform - Room 120	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	Department of Forensic Sciences
	Deputy Mayor for Public Safety and Justice

This hearing can be viewed live at https://www.youtube.com/@cmbrookepinto.

COMMITTEE ON FACILITIES **Chairperson Janeese Lewis George**

THURSDAY, FEBRUARY 12, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency (Public Witnesses Only)**
9:30 a.m. - 6:00 p.m.	Department of Parks and Recreation

This hearing can be viewed live at https://www.janeeseward4.com/live.

COMMITTEE OF THE WHOLE **Chairman Phil Mendelson**

THURSDAY, FEBRUARY 12, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	Metropolitan Washington Airports Authority
	Metropolitan Washington Council of Government
	Office of Zoning
	Office of Planning
	Department of Buildings

This hearing can be viewed live at www.ChairmanMendelson.com/live.

COMMITTEE ON TRANSPORTATION & THE ENVIRONMENT **Chairperson Charles Allen**

THURSDAY, FEBRUARY 12, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 1:30 p.m.	Department of Motor Vehicles

This hearing can be viewed live at https://www.youtube.com/@councilmembercharlesallen/streams.

COMMITTEE ON YOUTH AFFAIRS **Chairperson Zachary Parker**

THURSDAY, FEBRUARY 12, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
2:00 p.m. - 6:00 p.m.	Office on African Affairs
	Office on African American Affairs

This hearing can be viewed live at https://www.youtube.com/@councilmemberzacharyparker.

COMMITTEE ON PUBLIC WORKS & OPERATIONS **Chairperson Brianne Nadeau**

THURSDAY, FEBRUARY 12, 2026; via Virtual Meeting Platform - Room 120	
Time	**Agency (Public Witnesses Only)**
9:30 a.m. - 6:00 p.m.	Department of Public Works

This hearing can be viewed live at https://www.brianneknadeau.com/committee.

COMMITTEE ON HEALTH **Chairperson Christina Henderson**

WEDNESDAY, FEBRUARY 18, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency (Public Witnesses Only)**
9:30 a.m. - 6:00 p.m.	Department of Health

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE OF THE WHOLE **Chairman Phil Mendelson**

WEDNESDAY, FEBRUARY 18, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency (Public Witnesses Only)**
9:30 a.m. - 6:00 p.m.	DC Public Schools
	DC Public Charter School Board

This hearing can be viewed live at www.ChairmanMendelson.com/live.

COMMITTEE ON PUBLIC WORKS & OPERATIONS **Chairperson Brianne Nadeau**

WEDNESDAY, FEBRUARY 18, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
10:30 a.m. - 1:30 p.m.	Office of Human Rights
	Office of Contracting and Procurement

This hearing can be viewed live at https://www.brianneknadeau.com/committee.

COMMITTEE ON LOCAL DEVELOPMENT **Chairperson Wendell Felder**

WEDNESDAY, FEBRUARY 18, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency (Public Witnesses Only)**
3:00 p.m. - 6:00 p.m.	Department of Small and Local Business Development

This hearing can be viewed live at htps://youtube.com/@wendellfelder.

COMMITTEE ON TRANSPORTATION & THE ENVIRONMENT **Chairperson Charles Allen**

WEDNESDAY, FEBRUARY 18, 2026; via Virtual Meeting Platform - Room 120	
Time	**Agency (Government Witnesses Only)**
9:30 a.m. - 6:00 p.m.	District Department of Transportation

This hearing can be viewed live at https://www.youtube.com/@councilmembercharlesallen/streams.

COMMITTEE ON THE JUDICIARY & PUBLIC SAFETY **Chairperson Brooke Pinto**

THURSDAY, FEBRUARY 19, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 5:00 p.m.	Fire and Emergency Medical Services
	Office of Neighborhood Safety and Engagement

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE OF THE WHOLE **Chairman Phil Mendelson**

THURSDAY, FEBRUARY 19, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency (Government Witnesses Only)**
9:30 a.m. - 6:00 p.m.	DC Public Schools

This hearing can be viewed live at www.ChairmanMendelson.com/live.

COMMITTEE ON EXECUTIVE ADMINISTRATION & LABOR **Chairperson Anita Bonds**

THURSDAY, FEBRUARY 19, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 5:30 p.m.	Department of Aging and Community Living
	Commission on Aging

This hearing can be viewed live at https://www.youtube.com/channel/UCgy5EojaMYGtwicWSfg9NeA.

COMMITTEE ON TRANSPORTATION & THE ENVIRONMENT **Chairperson Charles Allen**

FRIDAY, FEBRUARY 20, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency (Public Witnesses Only)**
9:30 a.m. - 6:00 p.m.	Department of Energy and the Environment
	DC Sustainable Energy Utility
	Green Finance Authority
	Commission on Climate Change and Resiliency

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON HEALTH **Chairperson Christina Henderson**

FRIDAY, FEBRUARY 20, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency (Government Witnesses Only)**
9:30 a.m. - 3:30 p.m.	Department of Health

This hearing can be viewed live at https://www.youtube.com/@CMCHenderson/streams.

COMMITTEE ON HUMAN SERVICES **Chairperson Matthew Frumin**

FRIDAY, FEBRUARY 20, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 5:30 p.m.	Deputy Mayor for Planning and Economic Development

This hearing can be viewed live at https://www.youtube.com/@cmfrumin/streams.

COMMITTEE ON PUBLIC WORKS & OPERATIONS **Chairperson Brianne Nadeau**

TUESDAY, FEBRUARY 24, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
11:00 a.m. - 6:00 p.m.	Office of Administrative Hearings
	Department of Licensing and Consumer Protection

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE OF THE WHOLE **Chairman Phil Mendelson**

TUESDAY, FEBRUARY 24, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency (Government Witnesses Only)**
1:00 p.m. - 6:00 p.m.	Office of the Chief Financial Officer

This hearing can be viewed live at www.ChairmanMendelson.com/live.

COMMITTEE ON HUMAN SERVICES **Chairperson Matthew Frumin**

TUESDAY, FEBRUARY 24, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 5:30 p.m.	Office of Lottery and Gaming

This hearing can be viewed live at https://www.youtube.com/@cmfrumin/streams.

COMMITTEE ON HEALTH **Chairperson Christina Henderson**

TUESDAY, FEBRUARY 24, 2026; via Virtual Meeting Platform - Room 120	
Time	**Agency**
2:00 p.m. - 6:00 p.m.	Department of Insurance, Banking and Securities

This hearing can be viewed live at https://www.youtube.com/@CMCHenderson/streams.

COMMITTEE ON HOUSING **Chairperson Robert C. White, Jr.**

WEDNESDAY, FEBRUARY 25, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	District of Columbia Housing Authority

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE OF THE WHOLE **Chairman Phil Mendelson**

WEDNESDAY, FEBRUARY 25, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	University of the District of Columbia
	Deputy Mayor for Education
	Office of the Student Advocate
	Office of the Ombudsman for Education
	District of Columbia State Athletics
	State Board of Education
	DC Public Charter School Board **(Government Witnesses Only)**

This hearing can be viewed live at www.ChairmanMendelson.com/live.

COMMITTEE ON THE JUDICIARY & PUBLIC SAFETY **Chairperson Brooke Pinto**

WEDNESDAY, FEBRUARY 25, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	Criminal Justice Coordinating Council
	Office of Police Complaints
	Metropolitan Police Department

This hearing can be viewed live at https://www.youtube.com/@cmbrookepinto.

COMMITTEE ON HUMAN SERVICES **Chairperson Matthew Frumin**

THURSDAY, FEBRUARY 26, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency (Public Witnesses Only)**
9:30 a.m. - 6:00 p.m.	Department of Human Services

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON EXECUTIVE ADMINISTRATION & LABOR **Chairperson Anita Bonds**

THURSDAY, FEBRUARY 26, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency**
9:30 a.m. - 5:30 p.m.	Office of Labor Relations and Collective Bargaining
	Public Employee Relations Board
	Department of Employment Services **(Government Witnesses Only)**

This hearing can be viewed live at https://www.youtube.com/channel/UCgy5EojaMYGtwicWSfg9NeA.

COMMITTEE ON FACILITIES **Chairperson Janeese Lewis George**

THURSDAY, FEBRUARY 26, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	Office of Disability Rights
	Department on Disability Services

This hearing can be viewed live at https://www.janeeseward4.com/live.

COMMITTEE ON TRANSPORTATION & THE ENVIRONMENT **Chairperson Charles Allen**

THURSDAY, FEBRUARY 26, 2026; via Virtual Meeting Platform - Room 120	
Time	**Agency (Government Witnesses Only)**
9:30 a.m. - 1:30 p.m.	Department of Energy and the Environment
	DC Sustainable Energy Utility
	Green Finance Authority
	Commission on Climate Change and Resiliency

This hearing can be viewed live at https://www.youtube.com/@councilmembercharlesallen/streams.

COMMITTEE ON PUBLIC WORKS & OPERATIONS **Chairperson Brianne Nadeau**

FRIDAY, FEBRUARY 27, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 1:30 p.m.	Office of Risk Management
	Office of the Chief Technology Officer

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON TRANSPORTATION & THE ENVIRONMENT **Chairperson Charles Allen**

FRIDAY, FEBRUARY 27, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency**
9:30 a.m. - 5:30 p.m.	Public Service Commission
	Office of the People's Counsel

This hearing can be viewed live at https://www.youtube.com/@councilmembercharlesallen/streams.

COMMITTEE ON LOCAL DEVELOPMENT **Chairperson Wendell Felder**

FRIDAY, FEBRUARY 27, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency (Government Witnesses Only)**
9:30 a.m. - 1:30 p.m.	Department of Small and Local Business Development

This hearing can be viewed live at htps://youtube.com/@wendellfelder.

COMMITTEE ON TRANSPORTATION & THE ENVIRONMENT **Chairperson Charles Allen**

MONDAY, MARCH 2, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	DC Water

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON THE JUDICIARY & PUBLIC SAFETY **Chairperson Brooke Pinto**

MONDAY, MARCH 2, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	Office of Victim Services and Justice Grants

This hearing can be viewed live at https://www.youtube.com/@cmbrookepinto.

COMMITTEE ON EXECUTIVE ADMINISTRATION & LABOR **Chairperson Anita Bonds**

MONDAY, MARCH 2, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 5:30 p.m.	Executive Office of the Mayor **(Government Witnesses Only)**
	Mayor's Office of Community Affairs **(Government Witnesses Only)**
	Office of the Senior Advisor
	Destination DC
	Office of the Inspector General

This hearing can be viewed live at https://www.youtube.com/channel/UCgy5EojaMYGtwicWSfg9NeA.

COMMITTEE ON HEALTH **Chairperson Christina Henderson**

WEDNESDAY, MARCH 4, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 1:30 p.m.	DC Health Benefit Exchange

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE OF THE WHOLE **Chairman Phil Mendelson**

WEDNESDAY, MARCH 4, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	Office of the State Superintendent of Education

This hearing can be viewed live at www.ChairmanMendelson.com/live.

COMMITTEE ON LOCAL DEVELOPMENT **Chairperson Wendell Felder**

WEDNESDAY, MARCH 4, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency (Government Witnesses Only)**
9:30 a.m. - 1:30 p.m.	RFK Community Benefits Oversight Committee

This hearing can be viewed live at htps://youtube.com/@wendellfelder.

COMMITTEE ON PUBLIC WORKS & OPERATIONS **Chairperson Brianne Nadeau**

WEDNESDAY, MARCH 4, 2026; via Virtual Meeting Platform - Room 120	
Time	**Agency (Government Witnesses Only)**
9:30 a.m. - 3:30 p.m.	Department of Public Works

This hearing can be viewed live at https://www.brianneknadeau.com/committee.

COMMITTEE ON EXECUTIVE ADMINISTRATION & LABOR **Chairperson Anita Bonds**

THURSDAY, MARCH 5, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency**
9:30 a.m. - 5:30 p.m.	Board of Elections
	Office of Campaign Finance
	Office of the City Administrator

This hearing will be broadcast live on Channel 13, and streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

COMMITTEE ON FACILITIES **Chairperson Janeese Lewis George**

THURSDAY, MARCH 5, 2026; via Virtual Meeting Platform - Room 412	
Time	**Agency (Government Witnesses Only)**
9:30 a.m. - 6:00 p.m.	Department of General Services
	Department of Parks and Recreation

This hearing can be viewed live at https://www.janeeseward4.com/live.

COMMITTEE ON HOUSING **Chairperson Robert C. White, Jr.**

THURSDAY, MARCH 5, 2026; via Virtual Meeting Platform - Room 123	
Time	**Agency**
9:30 a.m. - 6:00 p.m.	Department of Housing and Community Development
	DC Housing Finance Agency

This hearing can be viewed live at https://www.youtube.com/@committeeonhousingdc/streams.

COMMITTEE ON HUMAN SERVICES **Chairperson Matthew Frumin**

FRIDAY, MARCH 6, 2026; via Virtual Meeting Platform - Room 500	
Time	**Agency (Government Witnesses Only)**
9:30 p.m. - 6:00 p.m.	Department of Human Services

This hearing will be broadcast live on Channel 13, streamed live at www.dccouncil.gov and www.entertainment.dc.gov.

Council of the District of Columbia
COMMITTEE ON PUBLIC WORKS AND OPERATIONS
NOTICE OF PUBLIC ROUNDTABLE
1350 Pennsylvania Avenue, N.W., Washington, D.C. 20004

COUNCILMEMBER BRIANNE K. NADEAU, CHAIRPERSON COMMITTEE ON PUBLIC WORKS AND OPERATIONS

ANNOUNCES A PUBLIC ROUNDTABLE ON

PR26-0454, THE "DIRECTOR OF THE OFFICE OF VETERANS AFFAIRS JULIAN PURDY CONFIRMATION RESOLUTION OF 2025"

Wednesday, February 18, 2026, 9:30 a.m.
Hybrid in Room 123 and Virtual via Zoom

Watch live at:
https://www.brianneknadeau.com/live

On Wednesday, February 18, 2026, Councilmember Brianne K. Nadeau, Chairperson of the Committee on Public Works and Operations, will convene a public roundtable to consider Proposed Resolution 26-0454, the "Director of the Office of Veterans Affairs Julian Purdy Confirmation Resolution of 2025". The roundtable will begin at 9:30 a.m.

Proposed Resolution 26-0454, the "Director of the Office of Veterans Affairs Julian Purdy Confirmation Resolution of 2025", would confirm the appointment of Julian Purdy as Director of the Office of Veterans Affairs.

The roundtable will have a hybrid format, with the government appearing in person, and public witnesses appearing in person or virtually via the Zoom platform. Those who wish to testify must register using the Council's Hearing Management System at https://lims.dccouncil.gov/hearings by **5:00 p.m.** on **Monday, February 16, 2026**. Representatives of organizations will be allowed a maximum of five minutes for oral testimony, and individuals (and any subsequent representatives of the same organizations) will be allowed a maximum of three minutes. Witnesses who anticipate needing spoken language interpretation, or require sign language interpretation, are requested to inform the Committee office of the need as soon as possible but no later than five business days before the proceeding by emailing publicworks@dccouncil.gov. We will make every effort to fulfill timely requests. Witnesses will receive instructions on how to participate by Zoom prior to the hearing. If you have additional questions, please email publicworks@dccouncil.gov.

Testimony should be submitted through the Council's Hearing Management System https://lims.dccouncil.gov/hearings in advance of the roundtable. Testimony will be publicly accessible upon Committee review. If you are unable to testify at the roundtable, written statements are encouraged and will be made a part of the official record. Statements for the record should be submitted through the Hearing Management System.

The record will close at 5:00 p.m. on Wednesday, March 4th, 2026.

COUNCIL OF THE DISTRICT OF COLUMBIA

CONSIDERATION OF TEMPORARY LEGISLATION

B26-574, Short-Term Disability Insurance Benefit Protection Clarification Temporary Amendment Act of 2026,

B26-576, Friends of Wangari Gardens Grant Temporary Amendment Act of 2026,

B26-578, Residential Building Permit Classification Temporary Amendment Act of 2026,

B26-580, Parking Enforcement Modernization Technical Correction Temporary Amendment Act of 2026,

B26-582, Rhode Island Avenue Corridor Long-Term Lease Adjustment Temporary Amendment Act of 2026,

B26-584, STEER Clarification Temporary Amendment Act of 2026
and,

B26-586, Net Zero Modification and Preservation Temporary Amendment Act of 2026.

These temporary measures were adopted on February 3, 2026. A final reading on these measures will occur on March 3, 2026.

COUNCIL OF THE DISTRICT OF COLUMBIA
Notice of Grant Budget Modifications

Pursuant to the Consolidated Appropriations Act of 2017, approved May 5, 2017 (P.L. 115-31), the Council of the District of Columbia gives notice that the Mayor has transmitted the following Grant Budget Modification (GBM).

A GBM will become effective on the 15th day after official receipt unless a Member of the Council files a notice of disapproval of the request which extends the Council's review period to 30 days. If such notice is given, a GBM will become effective on the 31st day after its official receipt unless a resolution of approval or disapproval is adopted by the Council prior to that time.

Comments should be addressed to the Secretary to the Council, John A. Wilson Building, 1350 Pennsylvania Avenue, NW, Room 5 Washington, D.C. 20004. Copies of the GBMs are available in the Legislative Services Division, Room 10.
Telephone: 724-8050

GBM 26-0046 Grant Budget Modification as of February 4, 2026

RECEIVED: 14-day review begins February 5, 2026

COUNCIL OF THE DISTRICT OF COLUMBIA
Notice of Reprogramming Requests

Pursuant to DC Official Code Sec 47-361 et seq. of the Reprogramming Policy Act of 1990, the Council of the District of Columbia gives notice that the Mayor has transmitted the following reprogramming request(s).

A reprogramming will become effective on the 15th day after official receipt unless a Member of the Council files a notice of disapproval of the request which extends the Council's review period to 30 days. If such notice is given, a reprogramming will become effective on the 31st day after its official receipt unless a resolution of approval or disapproval is adopted by the Council prior to that time.

Comments should be addressed to the Secretary to the Council, John A. Wilson Building, 1350 Pennsylvania Avenue, NW, and Room 5 Washington, D.C. 20004. Copies of reprogramming's are available in Legislative Services, Room 10.
Telephone: 724-8050

Reprog. 26-0101: Request to reprogram capital funds budget authority and allotment in the amount of $15,607,370 within the District Department of Transportation (DDOT) was filed in the Office of the Secretary Friday, February 6, 2026. This reprogramming is required to provide sufficient local match for numerous federally funded activities.

RECEIVED: 14-day review begins February 9, 2026

Reprog. 26-0102: Request to reprogram Capital funds budget authority and allotment in the amount of $1,440,000 from the Department of General Services (DGS) to the Department of Motor Vehicles (DMV) was filed in the Office of the Secretary Friday, February 6, 2026. The reprogramming is needed to fund the current construction needs of the DMV 95 M Street Facility due to the structural deterioration of the building's exterior façade.

RECEIVED: 14-day review begins February 9, 2026

COUNCIL OF THE DISTRICT OF COLUMBIA

NOTICE OF RE-REFERRED PROPOSED LEGISLATION

The following bills were published as referred proposed legislation, but the legislation has now been re-referred:

PR26-500, "Public Service Commission Emile Thompson Confirmation Resolution of 2026"

was re-referred to Committee on Transportation and the Environment.

PR26-501, "Public Service Commission Ted Trabue, Jr. Confirmation Resolution of 2026"

was re-referred to Committee on Transportation and the Environment.

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026
Protest Hearing Date:	June 3, 2026
License No.:	ABRA-135102
Licensee:	BFF, Inc.
Trade Name:	& Club Soda
License Class:	Retailer's Class "C" Tavern
Address:	3433 Connecticut Avenue, N.W.
Contact:	Adanech Gebremeskel: (240) 491-1145, adiworku349@gmail.com

WARD 3 ANC 3C SMD 3C06

Notice is hereby given that this licensee has applied for a new license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on April 20, 2026, at 10 a.m., Suite 4200 - B, 899 North Capitol Street, N.E., Washington, DC 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline. The **Protest Hearing date** is scheduled for **June 3, 2026, at 1:30 p.m.**

NATURE OF OPERATION

New Retailer's Class "C" Tavern with a Seating Capacity of 100, a Total Occupancy Load of 197, and a Sidewalk Café with 72 Seats. The Licensee is also requesting an Entertainment Endorsement to provide live entertainment inside of the premises and for the Outdoor Sidewalk Cafe, and the Holiday Extension of Hours Endorsement.

HOURS OF OPERATION AND HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION INSIDE PREMISES AND FOR THE OUTDOOR SIDEWALK CAFE

Sunday through Thursday 8am – 2am, Friday and Saturday 8am – 3am

HOURS OF LIVE ENTERTAINMENT INSIDE PREMISES AND FOR THE OUTDOOR SIDEWALK CAFÉ

Sunday through Thursday 10am – 2am, Friday and Saturday 10am – 3am

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026

License No.:	ABRA-128831
Licensee:	AG Group, LLC
Trade Name:	AG Restaurant and Lounge
License Class:	Retailer's Class "C" Restaurant
Address:	816 H Street, N.E.
Contact:	Donna Scott-Dadzie: (804) 888-4260, AGGroup816@gmail.com

WARD 6 ANC 6A SMD 6A02

Notice is hereby given that this licensee has requested a Substantial Change to their license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on April 20, 2026 at 10 a.m., Suite 4200-B, 899 North Capitol Street N.E., Washington, DC, 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline.

NATURE OF SUBSTANTIAL CHANGE
Request for a Change of Hours.

CURRENT HOURS OF OPERATION AND ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION
Sunday through Saturday 11am – 2am

CURRENT HOURS OF LIVE ENTERTAINMENT
Sunday 11am – 11pm, Friday 5pm – 12am, Saturday 11am – 12am

PROPOSED HOURS OF OPERATION AND ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION
Sunday, Wednesday, and Thursday 11am – 2am, Friday and Saturday 11am – 3am,
Closed Monday and Tuesday

PROPOSED HOURS OF LIVE ENTERTAINMENT
Sunday, Wednesday, and Thursday 11am – 2am, Friday and Saturday 11am – 3am,
Closed Monday and Tuesday

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026
Protest Hearing Date:	June 3, 2026

License No.:	ABRA-135103
Licensee:	Donut 906, LLC
Trade Name:	Café Joy
License Class:	Retailer's Class "C" Restaurant
Address:	906 P Street, N.W.
Contact:	Sergey Nikolaev: (202) 957-2434, sergey.s.nikolaev@gmail.com

WARD 2 ANC 2G SMD 2G02

Notice is hereby given that this licensee has applied for a new license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on April 20, 2026 at 10 a.m., Suite 4200-B, 899 North Capitol Street N.E., Washington, DC, 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline. The **Protest Hearing date** is scheduled on **June 3, 2026 at 1:30 p.m.**

NATURE OF OPERATION

A Class "C" Restaurant with 20 seats and Total Occupancy Load of 29 inside the premises. Summer Garden Endorsement with 30 seats. Overall Total Occupancy Load of 69 throughout entire premises.

HOURS OF OPERATION FOR INSIDE PREMISES

Sunday 8am – 2am, Monday through Thursday 7am – 2am, Friday 7am – 3am
Saturday 8am – 3am

HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION FOR INSIDE PREMISES

Sunday 8am – 2am, Monday through Friday 7am – 2am, and Saturday 8am – 3am

HOURS OF OPERATION AND HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION FOR THE SUMMER GARDEN

Sunday 8am – 2am, Monday through Thursday 7am – 2am, Friday 7am – 3am,
Saturday 8am – 3am

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION
ON
2/13/2026

Notice is hereby given that:
License Number: ABRA-118192 **License Class/Type: C Tavern**
Applicant: H M Theatre and Jazz Lounge, LLC
Trade Name: Crab Plug Seafood Bar & Grill
SMD: 1E04

Has applied for the renewal of an alcoholic beverage license at the premises:

2917 GEORGIA AVENUE NW, WASHINGTON, DC 20001

PETITIONS/LETTERS OF OPPOSITION OR SUPPORT MUST BE FILED ON OR BEFORE:
3/30/2026

A HEARING WILL BE HELD ON:
4/20/2026

AT 10:00 a.m., Suite 4200 - B, 899 North Capitol Street, N.E., Washington, DC 2000211:00

ENDORSEMENT(S): Entertainment Summer Garden

Days	Hours of Operation	Hours of Sales/Service	Hours of Entertainment
Sunday:	11:00 AM - 2:00 AM	11:00 AM - 2:00 AM	7:00 PM - 2:00 AM
Monday:	11:00 AM - 2:00 AM	11:00 AM - 2:00 AM	7:00 PM - 2:00 AM
Tuesday:	11:00 AM - 2:00 AM	11:00 AM - 2:00 AM	7:00 PM - 2:00 AM
Wednesday:	11:00 AM - 2:00 AM	11:00 AM - 2:00 AM	7:00PM - 2:00 AM
Thursday:	11:00 AM - 2:00 AM	11:00 AM - 2:00 AM	7:00 PM - 2:00 AM
Friday:	11:00 AM - 2:00 AM	11:00 AM - 3:00 AM	7:00 PM - 3:00 AM
Saturday:	11:00 AM - 2:00 AM	11:00 AM - 3:00 AM	7:00 PM - 3:00 AM

	Hours of Summer Garden Operation	Hours of Sales Summer Garden
Sunday:	11:00 AM – 2:00 AM	11:00 AM - 2:00 AM
Monday:	11:00 AM - 2:00 AM	11:00 AM - 2:00 AM
Tuesday:	11:00 AM - 2:00 AM	11:00 AM - 2:00 AM
Wednesday:	11:00 AM - 2:00 AM	11:00 AM - 2:00 AM
Thursday:	11:00 AM - 2:00 AM	11:00 AM - 2:00 AM
Friday:	11:00 AM - 3:00 AM	11:00 AM - 3:00 AM
Saturday:	11:00 AM - 3:00 AM	11:00 AM - 3:00 AM

FOR FURTHER INFORMATION CALL: (202) 442-4423

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026
Protest Hearing Date:	June 3, 2026
License No.:	ABRA-134344
Licensee:	MOVEIUS Contemporary Ballet
Trade Name:	Dance Loft on 14
License Class:	Retailer's Class "DX" Multipurpose Facility
Address:	4618 14th Street, N.W., Floor 2
Contact:	Diana Movius: (202) 247-8742, diana@danceloft14.org

WARD 4 ANC 4E SMD 4E05

Notice is hereby given that this licensee has applied for a new license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on April 20, 2026 at 10 a.m., 4th Floor, 2000 14th Street, N.W., Washington, DC 20009**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abra.legal@dc.gov on or before the Petition deadline. The **Protest Hearing date** is scheduled on **June 3, 2026 at 1:30 p.m.**

NATURE OF OPERATION

New Retailer's Class "D" Multipurpose Facility with seating for 280 and a Total Occupancy Load of 280.

HOURS OF OPERATION

Sunday 9am – 10pm, Monday through Thursday 10am – 10pm, Friday 10am – 11pm, Saturday 9am – 11pm

HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION

Sunday 12pm – 11pm, Monday through Wednesday NO SERVICE, Thursday and Friday 5pm – 11pm, Saturday 12pm – 11pm

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

****RESCIND**

Placard Posting Date:	January 23, 2026
Protest Petition Deadline:	March 9, 2026
Roll Call Hearing Date:	March 30, 2026
Protest Hearing Date:	May 13, 2026

License No.:	ABRA-133711
Licensee:	Diplomatic Reception Rooms at the U.S. Department of State
Trade Name:	Diplomatic Reception Rooms at the U.S. Department of State
License Class:	Retailer's Class "B" Beer & Wine Store
Address:	2201 C Street, N.W., Room 8213
Contact:	(202) 647-1990, curator@state.gov

WARD 2 ANC 2A SMD 2A01

Notice is hereby given that this licensee has applied for a new license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on March 30, 2026, at 10 a.m., Suite 4200-B, 899 North Capitol Street, N.E., Washington, DC 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline. The **Protest Hearing date** is scheduled for **May 13, 2026, at 1:30 p.m.**

NATURE OF OPERATION
New Class "B" Beer & Wine Store.

HOURS OF OPERATION AND HOURS OF ALCOHOLIC BEVERAGE SALES
Sunday CLOSED, Monday through Friday 8:30am – 10pm, Saturday CLOSED

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

****RESCIND**

Placard Posting Date:	January 23, 2026
Protest Petition Deadline:	March 9, 2026
Roll Call Hearing Date:	March 30, 2026
Protest Hearing Date:	May 13, 2026

License No.:	ABRA- 133712
Licensee:	Diplomatic Reception Rooms at the U.S. Department of State
Trade Name:	Diplomatic Reception Rooms at the U.S. Department of State
License Class:	Retailer's Class "D" Restaurant
Address:	2201 C Street, N.W., Room 8213
Contact:	(202) 647-1990, curator@state.gov

WARD 2 ANC 2A SMD 2A01

Notice is hereby given that this licensee has applied for a new license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on March 30, 2026, at 10 a.m., Suite 4200-B, 899 North Capitol Street, N.E., Washington, DC 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline. The **Protest Hearing date** is scheduled for **May 13, 2026, at 1:30 p.m.**

NATURE OF OPERATION

New Class "D" Restaurant with a Seating Capacity of 300 and Total Occupancy Load of 420.

HOURS OF OPERATION AND HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION

Sunday CLOSED, Monday through Friday 8:30am – 10pm, Saturday CLOSED

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

**** RESCIND**

Placard Posting Date:	January 16, 2026
Protest Petition Deadline:	March 2, 2026
Roll Call Hearing Date:	March 23, 2026
Protest Hearing Date:	May 6, 2026

License No.:	ABCA-126751
Licensee:	KLM LLC
Trade Name:	Doobie District
Registration/License Type:	Medical Cannabis Retailer
Address:	1526 U Street N.W.
Contact:	Yutong Zhou: (908) 239-8737, yutong@sinobergraft.com

WARD 2 ANC 2B SMD 2B09

Notice is hereby given that the above-named medical cannabis retailer applicant has requested a safe-use treatment facility endorsement to be located at **1526 U Street, N.W.** Pursuant to Title 22-C of the DCMR (Medical Cannabis Program) objectors are entitled to be heard regarding the endorsement application. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the petition deadline. **The Roll Call Hearing is scheduled for March 23, 2026 at 10 a.m., Suite 4200-A, 899 North Capitol Street N.E., Washington, DC, 20002.** The **Protest Hearing date** is scheduled for **May 6, 2026 at 1:30 p.m.** All hearings before the Board are conducted virtually.

NATURE OF SUBSTANTIAL CHANGES

The existing medical cannabis retailer applicant is requesting to operate a safe-use treatment facility at 1526 U Street, N.W. They provide cannabis flowers, cannabis concentrates, and a line of edible products and home delivery services to registered patients in Washington, D.C. The applicant is currently approved for the following endorsements: delivery. The applicant is requesting to add a safe-use treatment facility endorsement to its current operations.

HOURS OF OPERATION FOR RETAILER

Sunday – Saturday 10 am – 9 pm

HOURS OF RETAILER SALES OPEN TO THE PUBLIC

Sunday – Saturday 11 am – 8 pm

HOURS OF DELIVERY FOR RETAILER

Sunday – Saturday 11 am – 8 pm

PROPOSED HOURS OF SAFE-USE TREATMENT FACILITY

Sunday – Saturday 11 am – 8 pm

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026
Protest Hearing Date:	June 3, 2026
License No.:	ABRA-129392
Licensee:	DMV Retail, LLC
Trade Name:	Exotix DMV
Registration/License Type:	Medical Cannabis Retailer
Address:	4631 41st Street N.W.
Contact:	Kevin Zibari; 571-268-5240; kevinzibari13@gmail.com

WARD 3 ANC 3E SMD 3E05

Notice is given that the above-named medical cannabis retailer applicant has requested a new license to be located at **4631 41st Street N.W.** Pursuant to Title 22-C of the DCMR (Medical Cannabis Program) objectors are entitled to be heard regarding the new license application. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the petition deadline. The **Roll Call Hearing is scheduled for April 20, 2026, at 10 a.m., Suite 4200-A, 899 North Capitol Street N.E., Washington, DC, 20002**. The **Protest Hearing date** is scheduled for **June 3, 2026, at 1:30 p.m.** All hearings before the Board are conducted virtually.

NATURE OF OPERATION

The medical cannabis retailer applicant is requesting to locate its operations at **4631 41st Street N.W.** The proposed facility with approximately 800 square feet of space will provide cannabis flowers, cannabis concentrates, and a line of edible products and home delivery services to registered patients in Washington, D.C. The applicant is requesting a delivery endorsement.

HOURS OF OPERATION FOR RETAILER

Sunday – Saturday 7 am – 11 pm

HOURS OF RETAILER SALES OPEN TO THE PUBLIC

Sunday – Saturday 7 am – 11 pm

HOURS OF DELIVERY FOR RETAILER

Sunday – Saturday 7 am – 11 pm

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026
Protest Hearing Date:	June 3, 2026
License No.:	ABRA-135097
Licensee:	Icon, LLC
Trade Name:	Icon DC/Eleven DC
License Class:	Retailer's Class "CX" Multipurpose Facility
Address:	2001 11th Street, N.W.
Contact:	Jonathon Rube: (702) 209-7451, iconustreet@gmail.com

WARD 1 ANC 1B SMD 1B02

Notice is hereby given that this licensee has applied for a new license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on April 20, 2026, at 10 a.m., Suite 4200-B, 899 North Capitol Street N.E., Washington, DC, 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline. The **Protest Hearing date** is scheduled on **June 3, 2026, at 1:30 p.m.**

NATURE OF OPERATION

A multipurpose establishment that will serve as a center for immersive art, performance, and theatrical experiences. Seating Capacity of 285. Indoor Total Occupancy Load of 750. Sidewalk Cafe Endorsement with a seating capacity of 20 and Total Occupancy Load of 40. Applicant is requesting the Holiday Extension of Hours Endorsement.

HOURS OF OPERATION FOR INSIDE PREMISES

Sunday through Thursday 9am – 3am, Friday and Saturday 9am – 6am

HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION FOR INSIDE PREMISES

Sunday through Thursday 9am – 2am, Friday and Saturday 9am – 3am

HOURS OF OPERATION AND ALCOHOLIC BEVERAGE, SALES, SERVICE, AND CONSUMPTION FOR SIDEWALK CAFE

Sunday through Saturday 11am – 10pm

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026
Protest Hearing Date:	June 3, 2026

License No.:	ABRA-134720
Licensee:	KVIC Restaurant Bar, LLC
Trade Name:	KVIC Restaurant Bar
License Class:	Retailer's Class "C" Tavern
Address:	4900 Georgia Avenue, N.W.
Contact:	Melissa E. Eguizabal: (240) 280-4768, melissae@rmtax.services

WARD 4 ANC 4E SMD 4E04

Notice is hereby given that this licensee has applied for a new license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on April 20, 2026 at 10 a.m., Suite 4200-B, 899 North Capitol Street N.E., Washington, DC, 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline. The **Protest Hearing date** is scheduled on **June 3, 2026 at 1:30 p.m.**

NATURE OF OPERATION

New Retailer's Class "C" Tavern with seating for 100 and a Total Occupancy Load of 250. An Entertainment Endorsement is requested to provide Live Entertainment with Dancing and Cover Charge.

HOURS OF OPERATION AND ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION

Sunday 12pm – 12am, Monday through Thursday 12pm – 2am, Friday and Saturday 12pm – 3am

HOURS OF LIVE ENTERTAINMENT

Sunday 9pm – 12am, Monday through Thursday 9pm – 2am, Friday and Saturday 9pm – 3am

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026
Protest Hearing Date:	June 3, 2026

License No.:	ABRA-133914
Licensee:	Vignobles LVDH USA
Trade Name:	Lot 33 Wine Company
License Class:	Retailer's Class "B" Internet
Address:	4221 Connecticut Avenue, N.W.
Contact:	Sheila Geist: (410) 242-9696, sheila@410) 242-9696

WARD 3 ANC 3F SMD 3F05

Notice is hereby given that this licensee has applied for a new license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on April 20, 2026 at 10 a.m., Suite 4200-B, 899 North Capitol Street N.E., Washington, DC, 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline. The **Protest Hearing date** is scheduled on **June 3, 2026 at 1:30 p.m.**

NATURE OF OPERATION

New Class "B" Internet Retailer selling beer and wine online only for off-premises consumption. This location will not be open to the public.

HOURS OF OPERATION AND ALCOHOLIC BEVERAGE SALES

Sunday Closed, Monday through Saturday 9am – 5pm

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026
License No.:	ABRA-115608
Licensee:	Mia Spiti, LLC
Trade Name:	Martha Dear
License Class:	Retailer's Class "C" Restaurant
Address:	3110 Mount Pleasant Street, N.W.
Contact:	Tara L. Smith (202) 506-7413, tara@marthadear.com

WARD 1 ANC 1D SMD 1D04

Notice is hereby given that this licensee has requested a Substantial Change to their license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on April 20, 2026, at 10 a.m., Suite 4200-B, 899 North Capitol Street N.E., Washington, DC, 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline.

NATURE OF SUBSTANTIAL CHANGE

Licensee is requesting a Streatery Endorsement with 13 seats.

HOURS OPERATION AND ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION INSIDE PREMISES

Monday through Saturday 12pm – 12am

PROPOSED HOURS OF OPERATION AND ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION OUTSIDE ON THE STREATERY

Sunday through Saturday 12pm – 10pm

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026
Protest Hearing Date:	June 3, 2026
License No.:	ABRA-134891
Licensee:	Mother Rucker's Subs, LLC
Trade Name:	Mother Rucker's Subs
License Class:	Retailer's Class "C" Tavern
Address:	1101 Bladensburg Road, N.E.
Contact:	Gwendolyn Rucker: (202) 744-9536, dcmotherruckers@gmail.com

WARD 5 ANC 5D SMD 5D06

Notice is hereby given that this licensee has applied for a new license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on April 20, 2026 at 10 a.m., Suite 4200-B, 899 North Capitol Street N.E., Washington, DC, 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline. The **Protest Hearing date** is scheduled on **June 3, 2026 at 1:30 p.m.**

NATURE OF OPERATION

New Retailer's Class "C" Tavern with indoor seating for 10, a Summer Garden with seating for 20, and a Total Occupancy Load of 35. Alcohol Carry-out and Delivery Endorsement.

HOURS OF OPERATION AND ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION FOR INSIDE PREMISES

Sunday through Saturday 10am – 11pm

HOURS OF OPERATION AND ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION FOR THE SUMMER GARDEN

Sunday through Saturday 10am – 10pm

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION

NOTICE OF PUBLIC HEARING

Placard Posting Date:	February 13, 2026
Protest Petition Deadline:	March 30, 2026
Roll Call Hearing Date:	April 20, 2026
Protest Hearing Date:	June 3, 2026
License No.:	ABRA-135013
Licensee:	798 Maine Grocery Inc.
Trade Name:	Streets Market
License Class:	Retailer's Class "B" Full-Service Grocery
Address:	798 Maine Avenue, S.W.
Contact:	Abele Tekle: (202) 686-7600, Atekle@theveritaslawfirm.com

WARD 6 ANC 6D SMD 6D01

Notice is hereby given that this licensee has applied for a new license under the D.C. Alcoholic Beverage Control Act and that the objectors are entitled to be heard before the granting of such on the **Roll Call Hearing date on April 20, 2026 at 10 a.m., Suite 4200-B, 899 North Capitol Street N.E., Washington, DC, 20002**. Petitions and/or requests to appear before the ABC Board must be filed electronically to abca.legal@dc.gov on or before the Petition deadline. The **Protest Hearing date** is scheduled on **June 3, 2026 at 1:30 p.m.**

NATURE OF OPERATION

Licensee is a class "B" Full-Service Grocery Store with a Tasting Permit Endorsement.

HOURS OF OPERATION AND HOURS OF ALCOHOLIC BEVERAGE SALES

Sunday through Saturday 6am – 12am

DC BOARD OF ELECTIONS

NOTICE OF PUBLIC HEARING
RECEIPT AND INTENT TO REVIEW INITIATIVE MEASURE

The Board of Elections shall consider in a public meeting whether the proposed measure, "District of Columbia Living Wage for All Amendment Act of 2026," is a proper subject matter for initiative on Wednesday, March 4, 2026 at 10:30 a.m., at 1015 Half Street SE, Suite 750, Washington DC 20003. The Board will meet remotely. Members of the public can only access the meeting by using the following information:

Join from PC, Mac, iPad, or Android:
https://us06web.zoom.us/j/82850264046

Phone one-tap:
+13017158592,,82850264046# US (Washington DC) 13052241968,,82850264046#
+US

Join via audio:
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 646 931 3860 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 408 638 0968 US (San Jose)
Webinar ID: 828 5026 4046
International numbers available: https://us06web.zoom.us/u/kOIymaTGz

In making a proper subject matter determination, the Board does not consider the merits of a proposed measure. Instead, it may consider only whether the proposed measure meets the subject matter requirements set forth in District of Columbia law. Specifically, the Board must reject the proposed measure if it determines that:

- The measure conflicts with or seeks to amend the Title IV of the DC Home Rule Act ("the District Charter");

- The measure conflicts with the U.S. Constitution;
- The measure has not been properly filed;
- The verified statement of contributions (the measure committee's statement of organization and report of receipts and expenditures) was not timely filed;
- The measure would authorize discrimination in violation of the DC Human Rights Act;
- The measure would negate or limit a budgetary act of the DC Council; or
- The measure would appropriate funds.

Written comments on the propriety of the proposed measure in light of the above-referenced criteria should be sent to the Board's Office of the General Counsel, 1015 Half Street SE, Suite 750, Washington, DC 20003 or ogc@dcboe.org by no later than Friday, February 27, 2026 at noon. Oral comments will be allowed at the discretion of the Board Chair. If oral comments are permitted, the Chair may limit the duration of remarks.

The Short Title, Summary Statement, and Legislative Text of the proposed initiative, as submitted to the Board by the proposer(s) of the measure, read as follows:

INITIATIVE MEASURE
No. ___

SHORT TITLE

District of Columbia Living Wage for All Amendment Act of 2026

SUMMARY STATEMENT

If enacted, this Initiative would gradually increase the minimum wage to $25.00 per hour for eligible employees by July 1, 2029 and gradually eliminate the credit for tips received by tipped workers. The "tipped minimum wage" for tipped workers (currently $10.00 per hour, indexed to inflation) would gradually increase until July 1, 2031, when the base wage for tipped workers would match the regular minimum wage (currently $17.95 per hour, proposed to increase to $25.00 hour by July 1, 2029 and thereafter indexed to inflation). Service charges collected from customers by employers of tipped workers will belong to employees.

LEGISLATIVE TEXT

BE IT ENACTED BY THE ELECTORS OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "District of Columbia Living Wage for All Amendment Act of 2026".

Sec. 2. Resolution R26-0134, Effective June 3, 2025 is repealed.

Sec. 3. Sec. 3 of the Minimum Wage Act Revision Act of 1992, effective March 25,1993 (D.C. Law 9-248; D.C. Official Code § 32-1002), as amended, is further amended by adding a new subsection (7B-1) to read as follows:

"(7B-1) The term 'service charge' means any fee or charge added to a customer's bill and required to be paid by the customer (other than taxes), by an employer which employs employees who customarily receive tips or gratuities."

Sec. 4. Sec. 4 of the Minimum Wage Act Revision Act of 1992, effective March 25, 1993 (D.C. Law 9-248; D.C. Official Code § 32-1003), as amended, is further amended as follows:

(a) Subparagraph (A) of paragraph (a)(5) is amended to read as follows:

"(A)(1) Except as provided in subsection (h) of this section and subsection (B) of this paragraph, the minimum hourly wage for any employee of the District of Columbia or employee employed to perform services provided under contracts with the District of Columbia shall be as of:

(i) July 1, 2016: $11.50;
(ii) July 1, 2017: $12.50
(iii) July 1, 2018: $13.25
(iv) July 1, 2019: $14.00; and
(v) July 1, 2020: $15.00."

(b) A new subparagraph (A)(2) of paragraph (a)(5) is added to read as follows:

"(A)(2) Except as provided in subsection (h) of this section and subparagraph (B) of this paragraph, the minimum hourly wage for any employee who works in the District of Columbia and is not an employee of the District of Columbia or an employee employed to perform services provided under contracts with the District of Columbia shall be as of:

(i) July 1, 2026: $20.00;
(ii) July 1, 2027: $21.75;
(iii) July 1, 2028: $23.50; and
(iv) July 1, 2029: $25.00."

(c) Subparagraph (A) of paragraph (a)(6) is amended to read as follows:

"Except as provided in subsection (h) of this section, beginning on July 1, 2021, and no later than July 1 of each successive year, the minimum wage provided in subparagraph (A)(1) of this paragraph, and, beginning on July 1, 2030, and no later than July 1 of each successive year, the minimum wage provided in subparagraph (A)(2) of this paragraph, shall be increased in proportion to the annual average increase, if any, in the Consumer Price Index for All Urban Consumers in the Washington Metropolitan Statistical Area published by the Bureau of Labor Statistics of the United States Department of Labor for the

previous calendar year. Any increase under this paragraph shall be adjusted to the nearest multiple of $.05."

(d) Paragraph (f)(6) is amended to read as follows:

''(f)(6) Except as provided in subsections (h) and (i) of this section, as of July 1, 2025, the tipped minimum wage shall be not less than $10.00 an hour, with tips on top; provided, that the employee actually receives tips in an amount at least equal to the difference between the hourly wage paid and the minimum wage as set by subsection
(a) of this section."

(e) Paragraph (f)(7) is amended to read as follows:

"(f)(7) Except as provided in subsections (h) and (i) of this section, as of July 1, 2026, the tipped minimum wage shall be not less than $13.00 an hour, with tips on top; provided, that the employee actually receives tips in an amount at least equal to the difference between the hourly wage paid and the minimum wage as set by subsection
(a) of this section."

(f) Paragraph (f)(8) is amended to read as follows:

"(f)(8) Except as provided in subsections (h) and (i) of this section, as of July 1, 2027, the tipped minimum wage shall be not less than $16.00 an hour, with tips on top; provided, that the employee actually receives tips in an amount at least equal to the difference between the hourly wage paid and the minimum wage as set by subsection
(a) of this section."

(g) Subsection (f) is amended by adding at the end thereof the following new paragraphs (9), (10), (11) and (12) to read as follows:

"(9) Except as provided in subsections (h) and (i) of this section, as of July 1, 2028, the tipped minimum wage shall be not less than $19.00 an hour, with tips on top; provided, that the employee actually receives tips in an amount at least equal to the difference between the hourly wage paid and the minimum wage as set by subsection
(a) of this section.

"(10) Except as provided in subsections (h) and (i) of this section, as of July 1, 2029, the tipped minimum wage shall be not less than $22.00 an hour, with tips on top; provided, that the employee actually receives tips in an amount at least equal to the difference between the hourly wage paid and the minimum wage as set by subsection
(a) of this section.

"(11) Except as provided in subsections (h) and (i) of this section, as of July 1, 2030, the tipped minimum wage shall be not less than $25.00 an hour, with tips on top; provided, that the employee actually receives tips in an amount at least equal to the difference between the hourly wage paid and the minimum wage as set by subsection
(a) of this section."

"(12) Except as provided in subsections (h) and (i) of this section, as of July 1, 2031, the tipped minimum wage shall be not less than the minimum wage as set by subsection (a) of this section, with tips on top."

(h) Paragraph 3 of subsection (g) is amended to read as follows:

"(g) All gratuities, tips and service charges received by the employee or collected by the employer have been remitted to the employees who performed services directly for the customers from whom the fee was collected, in addition to such employees' wages, and the employer has prominently disclosed the amount or rate of any service charge to the customer in a manner visible to the customer before the customer places an order; and provided that, the distribution of such gratuities, tips and service charges has occurred as follows:

"(1) If a gratuity, tip or service charge has been collected by the employer from a customer who obtained table service, such gratuity, tip or service charge has been remitted to those employees to those employees who directly provided service to that table;

"(2) If a gratuity, tip or service charge has been collected by an employer from a customer who received catering services from such employer for a meeting or event, the gratuities, tips and service charges have been distributed equally among all employees who rendered any services in connection with such meeting or event;

"(3) No portion of any gratuity, tip or service fee has been distributed to any supervisory or managerial employees; except that, the parties to a bona fide collective bargaining agreement may establish rules for the distribution of gratuities, tips and service charges different from those set out in paragraphs (1), (2) and (3)."

(i) Subsection (i) is amended to read as follows:

(i) The provisions of subsections (f)(2), (3), (4), (5), (6), (6A), (7), (8), (9), (10), (11) and (12) of this section shall not apply to employees of the District of Columbia, or to employees employed to perform services provided under contracts with the District of Columbia. Those employees shall continue to be subject to the minimum wage requirements of this chapter as they existed before February 23, 2023, including but not limited to the minimum hourly wage set by subparagraph (A)(1) of paragraph (a)(5) as increased by subparagraph (A) of paragraph (a)(6), and to the requirements of all other

applicable laws, regulations, or policies relating to wages or benefits, including subchapter X-A of Chapter 2 of Title 2.

Sec. 5. This act shall take effect following a 30-day period of congressional review as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § l-206.02(c)(l)), and publication in the District of Columbia Register.

HISTORIC PRESERVATION REVIEW BOARD

NOTICE OF PUBLIC HEARING

The D.C. Historic Preservation Review Board will hold a public hearing to consider an application to designate the following property a historic landmark in the D.C. Inventory of Historic Sites. The Board will also consider the nomination of the property to the National Register of Historic Places:

Case No. 21-05: Capitol Power Plant Pump House
1520 1st Street SE (in Anacostia River/no square, lot, parcel or reservation)
Applicant: D.C. Preservation League
Affected Advisory Neighborhood Commission: 8F

The hearing will take place at **9:00 a.m. on Thursday, March 26, 2026**. It will be an online "virtual" hearing, the details of which will be available here: https://planning.dc.gov/node/1176060. It will be conducted in accordance with the Review Board's Rules of Procedure (10C DCMR 2, see https://planning.dc.gov/node/594182).

The Board's hearing is open to all interested parties or persons. Public and governmental agencies, Advisory Neighborhood Commissions, property owners, and interested organizations or individuals are invited to testify before the Board. Written testimony may also be submitted prior to the hearing. All submissions should be sent to the address above.

A digital copy of the historic designation application is currently on file and available on the Historic Preservation Office at https://planning.dc.gov/node/1505081. A copy of the staff report and recommendation will be available at the office five days prior to the hearing. The office also provides information on the D.C. Inventory of Historic Sites, the National Register of Historic Places, and Federal tax provisions affecting historic property.

If the Historic Preservation Review Board designates a property, it will be included in the D.C. Inventory of Historic Sites, and will be protected by the D.C. Historic Landmark and Historic District Protection Act of 1978. The Review Board will simultaneously consider the nomination of the property to the National Register of Historic Places. The National Register is the Federal government's official list of prehistoric and historic properties worthy of preservation. Listing in the National Register provides recognition and assists in preserving our nation's heritage. Listing provides recognition of the historic importance of properties and assures review of Federal undertakings that might affect the character of such properties. If a property is listed in the Register, certain Federal rehabilitation tax credits for rehabilitation and other provisions may apply. Public visitation rights are not required of owners. The results of listing in the National Register are as follows:

Consideration in Planning for Federal, Federally Licensed, and Federally Assisted Projects: Section 106 of the National Historic Preservation Act of 1966 requires that Federal agencies allow the Advisory Council on Historic Preservation an opportunity to comment on all projects affecting historic properties listed in the National Register. For further information, please refer to 36 CFR 800.

Eligibility for Federal Tax Provisions: If a property is listed in the National Register, certain Federal tax provisions may apply. The Tax Reform Act of 1986 (which revised the historic preservation tax incentives authorized by Congress in the Tax Reform Act of 1976, the Revenue Act of 1978, the Tax Treatment Extension Act of 1980, the Economic Recovery Tax Act of 1981, and the Tax Reform Act of 1984) provides, as of January 1, 1987, for a 20% investment tax credit with a full adjustment to basis for rehabilitating historic commercial, industrial, and rental residential buildings. The former 15% and 20% Investment Tax Credits (ITCs) for rehabilitation of older commercial buildings are combined into a single 10% ITC for commercial and industrial buildings built before 1936. The Tax Treatment Extension Act of 1980 provides Federal tax deductions for charitable contributions for conservation purposes of partial interests in historically important land areas or structures. Whether these provisions are advantageous to a property owner is dependent upon the particular circumstances of the property and the owner. Because the tax aspects outlined above are complex, individuals should consult legal counsel or the appropriate local Internal Revenue Service office for assistance in determining the tax consequences of the above provisions. For further information on certification requirements, please refer to 36 CFR 67.

Qualification for Federal Grants for Historic Preservation When Funds Are Available: The National Historic Preservation Act of 1966, as amended, authorizes the Secretary of the Interior to grant matching funds to the States (and the District or Columbia) for, among other things, the preservation and protection of properties listed in the National Register.

Owners of private properties nominated to the National Register have an opportunity to concur with or object to listing in accord with the National Historic Preservation Act and 36 CFR 60. Any owner or partial owner of private property who chooses to object to listing must submit to the State Historic Preservation Officer a notarized statement certifying that the party is the sole or partial owner of the private property, and objects to the listing. Each owner or partial owner of private property has one vote regardless of the portion of the property that the party owns. If a majority of private property owners object, a property will not be listed. However, the State Historic Preservation Officer shall submit the nomination to the Keeper of the National Register of Historic Places for a determination of eligibility for listing in the National Register. If the property is then determined eligible for listing, although not formally listed, Federal agencies will be required to allow the Advisory Council on Historic Preservation an opportunity to comment before the agency may fund, license, or assist a project which will affect the property. If an owner chooses to object to the listing of the property, the notarized objection must be submitted to the above address by the date of the Review Board meeting.

For further information, contact Kim Williams, Landmarks Coordinator, at 202-442-8840.

BOARD OF ZONING ADJUSTMENT
REVISED NOTICE OF VIRTUAL PUBLIC HEARING

TIME AND PLACE: Wednesday, April 1, 2026, @9:30 a.m.
Via WebEx: https://dcoz.dc.gov/BZA04-01-2026
Via Telephone: 202-860-2110 Access Code: 2315 609 2931
Via YouTube: https://www.youtube.com/c/DCOfficeofZoning
Instructions: https://dcoz.dc.gov/release/virtual-public-hearings
Witness Sign Up: https://dcoz.dc.gov/service/sign-testify

TO CONSIDER THE FOLLOWING: The Board of Zoning Adjustment will adhere to the following schedule but reserves the right to hear items on the agenda out of turn.

WARD FOUR

Application of:	**1365 Perry, LLC**
Case No.:	**21430**
Address:	710 Taylor Street N.W. (Square 3134, Lot 53)
ANC:	**4C**
Relief:	Special Exceptions under: • the residential conversion requirements of Subtitle U § 320.2 (pursuant to Subtitle X § 901.2) • the penthouse requirements of Subtitle C § 1501.1 (pursuant to Subtitle X § 901.2) • the rooftop or upper floor element requirements of Subtitle E § 204.4 (pursuant to Subtitle X § 901.2) • the rear addition requirements of Subtitle E § 207.5 (pursuant to Subtitle X § 901.2)
Project:	To construct a third story plus penthouse and roof deck, and a three-story plus cellar rear addition, and convert to a 3-unit apartment house, an existing, attached, two-story plus cellar, principal dwelling unit in the RF-1 Zone.

WARD SIX

Application of:	**Emerald Wings, LLC**
Case No.:	**21438**
Address:	406 8th Street S.E. (Square 925, Lot 827)
ANC:	**6B**
Relief:	Special Exceptions under: • the fast-food establishment requirements of Subtitle U § 513.1(e) (pursuant to Subtitle X § 901.2) • the refuse dumpster requirements of Subtitle U § 513.1(e)(2) (pursuant to Subtitle X § 901.2)
Project:	To permit a fast-food establishment in an existing, attached, three-story commercial building in the MU-4/CHC Zone.

WARD FOUR

Application of:	**Paul and Katherine Rosenbaum**
Case No.:	**21440**
Address:	6117 32nd Place N.W. (Square 2019, Lot 8)
ANC:	**3/4G**
Relief:	Area Variance from: • the side yard requirements of Subtitle D § 208.2 (pursuant to Subtitle X § 1002)
Project:	To raze an existing structure and to construct a new, detached, two-story plus basement, principal dwelling unit with detached accessory apartment house in the R-1B Zone.

WARD FOUR

Application of:	**District Line Development, LLC**
Case No.:	**21441**
Address:	318 Delafield Place N.W. (Square 3304, Lot 58)
ANC:	**4D**
Relief:	Special Exception under: • the new residential development standards of Subtitle U § 421 (pursuant to Subtitle X § 901.2)
Project:	To construct a rear addition, and to construct two additional dwelling units, to an existing, semi-detached, two-story plus cellar, four-unit apartment house in the RA-1 Zone.

WARD ONE

Application of:	**S. Michele Swinson**
Case No.:	**21446**
Address:	1324 Kenyon Street N.W. (Square 2848, Lot 842)
ANC:	**1A**
Relief:	Special Exceptions under: • the roof top or upper floor element requirements of Subtitle E § 204.4 (pursuant to Subtitle X § 901.2) • the rear addition requirements of Subtitle E § 207.5 (pursuant to Subtitle X § 901.2) Area Variance from: • the lot occupancy requirements of Subtitle E § 210 (pursuant to Subtitle X § 1002)
Project:	To construct a front addition and a three-story rear addition, to an existing, attached, three-story plus basement, principal dwelling unit in the RF-1 Zone.

PLEASE NOTE:

This public hearing will be held virtually through WebEx. Information for parties and the public to participate, view, or listen to the public hearing will be provided on the Office of Zoning website and in the case record for each application or appeal by the Friday before the hearing date. Visit https://dcoz.dc.gov/watchlive.

The public hearing in these cases will be conducted in accordance with the provisions of Subtitles X and Y of the District of Columbia Municipal Regulations, Title 11.

To review an application and exhibits in the case record, visit the Interactive Zoning Information System ("IZIS") at https://dcoz.dc.gov/CaseRecord.

Individuals and organizations interested in any application may testify at the public hearing via WebEx or by phone and are strongly encouraged to sign up to testify at least 24 hours prior to the start of the hearing on OZ's website at https://dcoz.dc.gov/service/sign-testify or by calling Robert Reid at 202-727-5471. Pursuant to Subtitle Y, Chapter 2, the Board may impose time limits on the testimony of all individuals and organizations.

Individuals and organizations may also submit written comments to the Board by uploading submissions via IZIS at https://app.dcoz.dc.gov/Login.aspx or sent by email to bzasubmissions@dc.gov. Written comments and/or testimony must be submitted to the record at least 24 hours prior to the start of the hearing. If you are unable to use either of these means of submission, please contact Robert Reid at (202) 727-5471 for further assistance.

FOR FURTHER INFORMATION, YOU MAY CONTACT THE OFFICE OF ZONING AT (202) 727-6311

Do you need assistance to participate?

Amharic

ለመሳተፍ ዕርዳታ ያስፈልግዎታል?
የተለየ እርዳታ ካስፈለገዎት ወይም የቋንቋ እርዳታ አገልግሎቶች (ትርጉም ወይም ማስተርጎም)
ካስፈለገዎት እባክዎን ከስብሰባው አምስት ቀናት በፊት ዚ ሂልን በስልክ ቁጥር (202) 727-0312 ወይም በኤሜል Zelalem.Hill@dc.gov ይገናኙ። እነኝህ አገልግሎቶች የሚሰጡት በነጻ ነው።

Chinese

您需要有人帮助参加活动吗？
如果您需要特殊便利设施或语言协助服务（翻译或口译），请在见面之前提前五天与 Zee Hill 联系，电话号码 (202) 727-0312，电子邮件 Zelalem.Hill@dc.gov。这些是免费提供的服务。

French

Avez-vous besoin d'assistance pour pouvoir participer ? Si vous avez besoin d'aménagements spéciaux ou d'une aide linguistique (traduction ou interprétation), veuillez contacter Zee Hill au (202) 727-0312 ou à Zelalem.Hill@dc.gov cinq jours avant la réunion. Ces services vous seront fournis gratuitement.

Korean

참여하시는데 도움이 필요하세요?
특별한 편의를 제공해 드려야 하거나, 언어 지원 서비스(번역 또는 통역)가 필요하시면, 회의 5일 전에 Zee Hill 씨께 (202) 727-0312로 전화 하시거나 Zelalem.Hill@dc.gov 로 이메일을 주시기 바랍니다. 이와 같은 서비스는 무료로 제공됩니다.

Spanish

¿Necesita ayuda para participar?
Si tiene necesidades especiales o si necesita servicios de ayuda en su idioma (de traducción o interpretación), por favor comuníquese con Zee Hill llamando al (202) 727-0312 o escribiendo a Zelalem.Hill@dc.gov cinco días antes de la sesión. Estos servicios serán proporcionados sin costo alguno.

Vietnamese
Quí vị có cần trợ giúp gì để tham gia không?
Nếu quí vị cần thu xếp đặc biệt hoặc trợ giúp về ngôn ngữ (biên dịch hoặc thông dịch) xin vui lòng liên hệ với Zee Hill tại (202) 727-0312 hoặc Zelalem.Hill@dc.gov trước năm ngày. Các dịch vụ này hoàn toàn miễn phí.

FOR FURTHER INFORMATION, CONTACT THE OFFICE OF ZONING AT (202) 727-6311.

CARL BLAKE, VICE-CHAIRPERSON
BRITTNEY DRAKEFORD, MEMBER
NATIONAL CAPITAL PLANNING COMMISSION
A PARTICIPATING MEMBER OF THE ZONING COMMISSION
KEARA M. MEHLERT, SECRETARY, BOARD OF ZONING ADJUSTMENT
SARA A. BARDIN, DIRECTOR, OFFICE OF ZONING

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this hearing to the Office of Open Government at opengovoffice@dc.gov .

BOARD OF ZONING ADJUSTMENT
NOTICE OF VIRTUAL PUBLIC HEARING

TIME AND PLACE: Wednesday, April 8, 2026, @9:30 a.m.
Via WebEx: https://dcoz.dc.gov/BZA04-08-2026
Via Telephone: 202-860-2110 Access Code: 2319 327 0621
Via YouTube: https://www.youtube.com/c/DCOfficeofZoning
Instructions: https://dcoz.dc.gov/release/virtual-public-hearings
Witness Sign Up: https://dcoz.dc.gov/service/sign-testify

TO CONSIDER THE FOLLOWING: The Board of Zoning Adjustment will adhere to the following schedule but reserves the right to hear items on the agenda out of turn.

WARDS SIX & SEVEN

Application of:	**Ed Fendley**
Case No.:	**21349A**
Address:	628 15th Street N.E. (Square 1051, Lot 113)
ANC:	**6A & 7D**
Relief:	Modification with Hearing to: • Board of Zoning Adjustment Order No. 21349 (pursuant to Subtitle Y § 704) Special Exception from: • the accessory building rear yard requirements of Subtitle E § 5004.1(a) (pursuant to Subtitle E § 5201 and Subtitle X § 901.2) Area Variance from: • the access requirements of Subtitle U § 301.1(c)(4)(c) (pursuant to Subtitle X § 1002)
Project:	To modify Board of Zoning Adjustment Order No. 21349, to construct a new, detached, two-story accessory building for use as a principal dwelling unit in the rear yard of an existing two-story row dwelling in the RF-1 Zone.

WARD EIGHT

Application of:	**Yosef Asmelash and Mery, LLC**
Case No.:	**21435**
Address:	1756 W Street S.E. (Square 5778, Lots 836 and 837)
ANC:	**8A**
Relief:	Area Variances from: • the subdivision regulations of Subtitle C § 302.1 (pursuant to Subtitle X § 1002) • the lot dimension requirements of Subtitle D § 202.1 (pursuant to Subtitle X § 1002)
Project:	To construct a two-story plus basement, rear addition, on an existing principal dwelling unit; and to construct a new, attached, three-story, principal dwelling unit; to an existing, attached, two-story plus basement, principal dwelling unit in the R-3 Zone.

WARD SIX

Application of:	**St. Joseph's on Capitol Hill Catholic Church, Inc.**
Case No.:	**21436**
Address:	313 2nd Street N.E. (Square 756, Lots 47, 52, 827, and 828)
ANC:	**6C**
Relief:	Special Exception from: • the subdivision regulations of Subtitle C § 302.1 (pursuant to Subtitle C § 305.1 and Subdivision X § 901.2) Area Variance from: • the theoretical subdivision requirements of Subtitle C § 305.3 (pursuant to Subtitle X § 1002)
Project:	To raze an existing accessory structure, and to construct a new, detached, two-story religious building in the RA-2/CAP Zone.

WARD FIVE

Application of:	**1908 Irving St., LLC**
Case No.:	**21439**
Address:	1908 Irving Street N.E. (Square 4207, Lot 5)
ANC:	**5B**
Relief:	Special Exception under: • the new residential development standards of Subtitle U § 421 (pursuant to Subtitle X § 901.2)
Project:	To raze an existing structure and to construct a new, detached, three-story plus cellar, 8-unit apartment house in the RA-1 Zone.

PLEASE NOTE:

This public hearing will be held virtually through WebEx. Information for parties and the public to participate, view, or listen to the public hearing will be provided on the Office of Zoning website and in the case record for each application or appeal by the Friday before the hearing date. Visit https://dcoz.dc.gov/watchlive.

The public hearing in these cases will be conducted in accordance with the provisions of Subtitles X and Y of the District of Columbia Municipal Regulations, Title 11.

To review an application and exhibits in the case record, visit the Interactive Zoning Information System ("IZIS") at https://dcoz.dc.gov/CaseRecord.

Individuals and organizations interested in any application may testify at the public hearing via WebEx or by phone and are strongly encouraged to sign up to testify at least 24 hours prior to the start of the hearing on OZ's website at https://dcoz.dc.gov/service/sign-testify or by calling Robert Reid at 202-727-5471. Pursuant to Subtitle Y, Chapter 2, the Board may impose time limits on the testimony of all individuals and organizations.

Individuals and organizations may also submit written comments to the Board by uploading submissions via IZIS at https://app.dcoz.dc.gov/Login.aspx or sent by email to bzasubmissions@dc.gov. Written comments and/or testimony must be submitted to the record at least 24 hours prior to the start of the hearing. If you are unable to use either of these means of submission, please contact Robert Reid at (202) 727-5471 for further assistance.

FOR FURTHER INFORMATION, YOU MAY CONTACT THE OFFICE OF ZONING AT (202) 727-6311

Do you need assistance to participate?
Amharic

ለመሳተፍ ዕርዳታ ያስፈልግዎታል?
የተለየ እርዳታ ካስፈለገዎት ወይም የቋንቋ እርዳታ አገልግሎቶች (ትርጉም ወይም ማስተርጎም) ካስፈለገዎት እባክዎን ከስብሰባው አምስት ቀናት በፊት ዚ ሂልን በስልክ ቁጥር (202) 727-0312 ወይም በኤሜል Zelalem.Hill@dc.gov ይገናኙ። እነኝህ አገልግሎቶች የሚሰጡት በነጻ ነው።

Chinese
您需要有人帮助参加活动吗？
如果您需要特殊便利设施或语言协助服务（翻译或口译），请在见面之前提前五天与 Zee Hill 联系，电话号码 (202) 727-0312，电子邮件 Zelalem.Hill@dc.gov。这些是免费提供的服务。

French
Avez-vous besoin d'assistance pour pouvoir participer ? Si vous avez besoin d'aménagements spéciaux ou d'une aide linguistique (traduction ou interprétation), veuillez contacter Zee Hill au (202) 727-0312 ou à Zelalem.Hill@dc.gov cinq jours avant la réunion. Ces services vous seront fournis gratuitement.

Korean
참여하시는데 도움이 필요하세요?
특별한 편의를 제공해 드려야 하거나, 언어 지원 서비스(번역 또는 통역)가 필요하시면, 회의 5일 전에 Zee Hill 씨께 (202) 727-0312로 전화 하시거나 Zelalem.Hill@dc.gov 로 이메일을 주시기 바랍니다. 이와 같은 서비스는 무료로 제공됩니다.

Spanish
¿Necesita ayuda para participar?
Si tiene necesidades especiales o si necesita servicios de ayuda en su idioma (de traducción o interpretación), por favor comuníquese con Zee Hill llamando al (202) 727-0312 o escribiendo a Zelalem.Hill@dc.gov cinco días antes de la sesión. Estos servicios serán proporcionados sin costo alguno.

Vietnamese
Quí vị có cần trợ giúp gì để tham gia không?
Nếu quí vị cần thu xếp đặc biệt hoặc trợ giúp về ngôn ngữ (biên dịch hoặc thông dịch) xin vui lòng liên hệ với Zee Hill tại (202) 727-0312 hoặc Zelalem.Hill@dc.gov trước năm ngày. Các dịch vụ này hoàn toàn miễn phí.

FOR FURTHER INFORMATION, CONTACT THE OFFICE OF ZONING AT (202) 727-6311.

CARL BLAKE, VICE-CHAIRPERSON
BRITTNEY DRAKEFORD, MEMBER
NATIONAL CAPITAL PLANNING COMMISSION
A PARTICIPATING MEMBER OF THE ZONING COMMISSION
KEARA M. MEHLERT, SECRETARY, BOARD OF ZONING ADJUSTMENT
SARA A. BARDIN, DIRECTOR, OFFICE OF ZONING

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this hearing to the Office of Open Government at opengovoffice@dc.gov .

ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA
NOTICE OF VIRTUAL PUBLIC HEARING

TIME AND PLACE: **April 6, 2026 @ 4:00 p.m.**
Via WebEx: https://dcoz.dc.gov/ZC25-14 (to participate & watch)
Via Telephone: 1-650-479-3208 Access code: 2311 205 4452 (audio participation & listen)
Via YouTube: https://www.youtube.com/c/DCOfficeofZoning (to watch)
Instructions: https://dcoz.dc.gov/release/virtual-public-hearings
Witness Sign Up: https://dcoz.dc.gov/service/sign-testify

FOR THE PURPOSE OF CONSIDERING THE FOLLOWING:

Z.C. Case No. 25-14 (4347 Hunt Place Holdings, LLC – Zoning Map Amendment at 4347 Hunt Place, NE [Square 5094, Lot 103])

THIS CASE IS OF INTEREST TO ANC 7C

Oral and Written Testimony

• All who wish to testify in this case are **strongly encouraged** to sign up to do so **at least 24 hours prior to the start of the hearing** on OZ's website at https://dcoz.dc.gov/service/sign-testify – see below: *How to participate as a witness – oral statements*. **On the day of the hearing**, call 202-727-0789 to sign up to testify.

• All written comments and/or testimony **must be submitted to the record at least 24 hours prior to the start of the hearing** – see below: *How to participate as a witness – written statements*

On July 22, 2025, the Zoning Commission (the "Commission") received an application from 4347 Hunt Place Holdings, LLC (the "Applicant") requesting approval of a Zoning Map amendment (the "Application") for the property located at 4347 Hunt Place, N.E. (Square 5094, Lot 103) (the "Property"). The Application proposes to rezone the Property from the MU-3A zone to the MU-8B zone.

The Property, which contains approximately 12,000 square feet of land area, is a corner property, bounded by Hunt Place to the north, a public alley to the south, a commercial property to the west and the intersection of 44th Street, Hunt Place, and Nannie Helen Burroughs Avenue, to the east. The Property is designated as Mixed-Use Medium Density Residential and Medium Density Commercial on the Future Land Use Map and as a Neighborhood Commercial Center on the Generalized Policy Map.

The Office of Planning submitted its report in support of setting the Application down for a public hearing on December 4, 2025. The OP report stated that on balance the map amendment would not be inconsistent with the Comprehensive Plan, including when viewed through a racial equity lens, and would not be appropriate for IZ Plus. On December 18, 2025, the Commission voted to set down the Application for public hearing. On January 22, 2026, the Applicant submitted a letter requesting a public hearing.

This hearing is governed by the Open Meetings Act. Please address any questions or complaints arising under this hearing to the Office of Open Government at opengovoffice@dc.gov.

This virtual public hearing will be conducted in accordance with the contested case provisions of Subtitle Z, Chapter 4, of the Zoning Regulations (Title 11 of the DCMR, Zoning Regulations of 2016, of the District of Columbia Municipal Regulations).

How to participate as a witness – oral presentation

Interested persons or representatives of organizations may be heard at the virtual public hearing. All individuals, organizations, or associations wishing to testify in this case **are strongly encouraged to sign up to testify at least 24 hours prior to the start of the hearing** on OZ's website at https://dcoz.dc.gov/ or by calling Ella Ackerman at (202) 727-0789 in order to ensure the success of the new virtual public hearing procedures.

The Commission also requests that all witnesses prepare their testimony in writing, submit the written testimony prior to giving statements, and limit oral presentations to summaries of the most important points. The Commission must base its decision on the record before them. Therefore, **all written comments and/or testimony must be submitted to the record at least 24 hours prior to the start of the hearing.** The following maximum time limits for oral testimony shall be adhered to and no time may be ceded:

1. Applicant & parties in support	60 minutes collectively	3. Organizations	5 minutes each
2. Parties in opposition	60 minutes collectively	4. Individuals	3 minutes each

Pursuant to Subtitle Z § 408.4, the Commission may increase or decrease the time allowed above, in which case, the presiding officer shall ensure reasonable balance in the allocation of time between proponents and opponents.

How to participate as a witness - written statements

Written statements, in lieu of personal appearances or oral presentation, may be submitted for inclusion in the record. The public is encouraged to submit written testimony through the Interactive Zoning Information System (IZIS) at https://app.dcoz.dc.gov/Login.aspx; however, written statements may also be submitted by e-mail to zcsubmissions@dc.gov. Please include the case number on your submission. If you are unable to use either of these means of submission, please contact Ella Ackerman at (202) 727-0789 for further assistance.

How to participate as a party.

Any person who desires to participate as a party in this case must so request and must comply with the provisions of Subtitle Z § 404.1.

A party has the right to cross-examine witnesses, to submit proposed findings of fact and conclusions of law, to receive a copy of the written decision of the Commission, and to exercise the other rights of parties as specified in the Zoning Regulations. If you are still unsure of what it means to participate as a party and would like more information on this, please contact OZ at dcoz@dc.gov or at (202) 727-6311.

Except for an affected ANC, any person who desires to participate as a party in this case must clearly demonstrate that the person's interests would likely be more significantly, distinctly, or uniquely affected by the proposed zoning action than other persons in the general public. Persons

seeking party status **shall file with the Commission, not less than 14 days prior to the date set for the hearing, or 14 days prior to a scheduled public meeting if seeking advanced party status consideration, a Form 140 - Party Status Application, a copy of which may be downloaded from OZ's website at**: https://app.dcoz.dc.gov/Help/Forms.html. This form may be obtained from OZ at the address states below.

"Great weight" to written report of ANC

Subtitle Z § 406.2 provides that the written report of an affected ANC shall be given great weight if received at any time prior to the date of a Commission meeting to consider final action, including any continuation thereof on the application, and sets forth the information that the report must contain. Pursuant to Subtitle Z § 406.3, an ANC that wishes to participate in the hearing must file a written report at least seven days in advance of the public hearing and provide the name of the person who is authorized by the ANC to represent it at the hearing.

FOR FURTHER INFORMATION, YOU MAY CONTACT THE OFFICE OF ZONING AT (202) 727-6311.

ANTHONY J. HOOD, ROBERT E. MILLER, GWEN MARCUS WRIGHT, JOSEPH S. IMAMURA, AND TAMMY M. STIDHAM, ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA, BY SARA A. BARDIN, DIRECTOR, AND BY SHARON S. SCHELLIN, SECRETARY TO THE ZONING COMMISSION.

Do you need assistance to participate? If you need special accommodations or need language assistance services (translation or interpretation), please contact Zee Hill at (202) 727-0312 or Zelalem.Hill@dc.gov five days in advance of the meeting. These services will be provided free of charge.

¿Necesita ayuda para participar? Si tiene necesidades especiales o si necesita servicios de ayuda en su idioma (de traducción o interpretación), por favor comuníquese con Zee Hill llamando al (202) 727-0312 o escribiendo a Zelalem.Hill@dc.gov cinco días antes de la sesión. Estos servicios serán proporcionados sin costo alguno.

Avez-vous besoin d'assistance pour pouvoir participer ? Si vous avez besoin d'aménagements spéciaux ou d'une aide linguistique (traduction ou interprétation), veuillez contacter Zee Hill au (202) 727-0312 ou à Zelalem.Hill@dc.gov cinq jours avant la réunion. Ces services vous seront fournis gratuitement.

참여하시는데 도움이 필요하세요? 특별한 편의를 제공해 드려야 하거나, 언어 지원 서비스(번역 또는 통역)가 필요하시면, 회의 5일 전에 Zee Hill 씨께 (202) 727-0312 로 전화 하시거나 Zelalem.Hill@dc.gov 로 이메일을 주시기 바랍니다. 이와 같은 서비스는 무료로 제공됩니다.

您需要有人帮助参加活动吗？如果您需要特殊便利设施或语言协助服务（翻译或口译），请在见面**之前提前五天与** Zee Hill 联系，电话号码 (202) 727-0312，电子邮件 Zelalem.Hill@dc.gov 这些是免费提供的服务

Quí vị có cần trợ giúp gì để tham gia không? Nếu quí vị cần thu xếp đặc biệt hoặc trợ giúp về ngôn ngữ (biên dịch hoặc thông dịch) xin vui lòng liên hệ với Zee Hill tại (202) 727-0312 hoặc Zelalem.Hill@dc.gov trước năm ngày. Các dịch vụ này hoàn toàn miễn phí.

ለመሳተፍ ዕርዳታ ያስፈልግዎታል? የተለየ እርዳታ ካስፈለገዎት ወይም የቋንቋ እርዳታ አገልግሎቶች (ትርጉም ወይም ማስተርጎም) ካስፈለገዎት እባክዎን ከስብሰባው አምስት ቀናት በፊት ዚ ሂልን በስልክ ቁጥር (202) 727-0312 ወይም በኤሜል Zelalem.Hill@dc.gov ይገናኙ። እነኝህ አገልግሎቶች የሚሰጡት በነጻ ነው።

ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION
ALCOHOLIC BEVERAGE AND CANNABIS BOARD

NOTICE OF FINAL RULEMAKING

The Alcoholic Beverage and Cannabis Board (Board), pursuant to the authority set forth in D.C. Official Code § 25-351(a) and in accordance with 23 DCMR § 303.1, hereby gives notice of its adoption of the following amendments to Chapter 3 (Limitations on Licenses) of Title 23 (Alcoholic Beverages) of the District of Columbia Municipal Regulations (DCMR) to create a new Section 312, entitled the North Shaw Moratorium Zone. The rulemaking creates a new moratorium zone that extends approximately six hundred feet (600 ft.) in all directions from 1909 9th Street, N.W., which is the location of Noah Noal DC, LLC, t/a Sound Bar, holder of a Retailer's Class CT license (ABRA License No. 122864).

Specifically, this final rulemaking establishes a moratorium that prohibits the following for a period of three (3) years in the North Shaw Moratorium Zone:

(1) New Retailer's Class CN and DN nightclub licenses;

(2) New Retailer's Class CT and DT tavern licenses;

(3) New Retailer's Class CX and DX multipurpose facility licenses;

(4) New entertainment endorsements for any on-premises licensed restaurant or tavern to offer entertainment, a cover charge, or facilities for dancing;

(5) Modifications to existing entertainment endorsements for any on-premises licensed restaurant or tavern to add entertainment, a cover charge, or facilities for dancing;

(6) A licensed nightclub, multipurpose facility, or restaurant or tavern with an entertainment endorsement from transferring from a location outside of the moratorium zone to a location inside of the moratorium zone; and

(7) The Board from granting, within the moratorium zone, a change of license class application for a Class CN, DN, CT, DT, CX (multipurpose facility), or DX (multipurpose facility) retailer's license.

The Board notes that this final rulemaking replaces any emergency rules regarding the North Shaw Moratorium Zone that are in effect as of the effective date of this rulemaking.

Procedural Background

On July 24, 2023, the Westminster Neighborhood Association (WNA) submitted a moratorium

petition (Petition) to the Board.[1] The WNA is a registered District of Columbia community association located in the area near 9th Street, N.W. *Petition for the Establishment of a Moratorium Zone in the 1900 Block of 9th Street*, at 4 (*Petition* at 4). The petition requested a moratorium zone within a 600-foot radius centered at 1914 9th Street, N.W., which is the location of 1914 LLC, t/a Kolben, holder of a Retailer's Class CT license (ABRA License No. 116067). *Id*. at 4-5. Specifically, the petition requested a moratorium on the issuance and transfer of restaurant, tavern, and nightclub licenses and off-premises alcohol retailers in the moratorium zone, changes in license class to the affected license classes, and new entertainment endorsements, increased occupancy, and increased hours to the affected license classes. *Id*. at 18. The petition also supported an exemption for hotels and restaurants without entertainment endorsements. *Id*. at 18-19. The requested period for the moratorium was 3 years. *Id*. at 19. The Petition further requested that the moratorium be called the "North Shaw & 9th Street Neighborhood Moratorium Zone."[2] The Petition requested a pause on alcohol license applications in the targeted area, a reduction in licenses, and changes to the zoning code. *Id*. at 2-3.[3]

The Petition filed by the WNA indicated that there are 23 alcohol licenses issued in the relevant area. *Id*. at 6. The petition argued as a basis for its filing that licensees are contributing to a negative impact on peace, order, and quiet and that there exists an overconcentration of licensed establishments in the area, as well as other appropriateness concerns.

The petition noted the occurrence of several violent crimes between 2021 and 2023, including various stabbings and gun violence. *Id*. at 7-8. It also contained reports of unruly crowds that engaged in fighting that the Petition stated typically occurs when nightlife establishments have been most active. *Id*. at 8-9. This included an incident on March 13, 2022, where a reported large fight involving approximately 60 nightlife patrons in the street occurred during the early morning hours. *Id*. at 9. The Petition stated that there were also many complaints by residents of nightlife patrons congregating in front of their homes and creating noise. *Id*. Residents also expressed concerns about frequent "car parties" in the neighborhood. *Id*. at 11. The petition also described persons consuming cannabis and alcohol, which created a rowdy atmosphere in the streets when they occurred. *Id*. Moreover, the Petition stated, people engaging in such activity played loud music outside, which disturbed nearby residents. *Id*. It should be noted that the District's open container law prohibits drinking in public, including in vehicles located in public streets. D.C. Official Code § 25-1001(a).

[1] The WNA submitted a supplemental petition to the Board on February 8, 2024. In the supplemental petition, WNA supported the inclusion of taverns and the adoption of the moratorium by emergency rule, which the Board agrees with and has incorporated into this rulemaking. The WNA also proposed a different map; however, the Board does not adopt the proposed map in this case because it is unclear at this time how nightlife in the unincorporated areas contribute to the issues complained about by residents.

[2] The Board designates the moratorium zone the "North Shaw Moratorium Zone" because the proposed name is too long and the term North Shaw effectively communicates the area targeted by the moratorium.

[3] The Board notes that some of the requests exceed the scope of a moratorium petition.

The Petition also complained about trash and litter in the neighborhood. *Id*. at 12. Specifically, the Petition stated, residents have found large amounts of litter in the street after heavy nightlife activity, including trash, condoms, liquor bottles, broken glass, vomit, and other human waste. *Id*. The Petition also complained that nightlife establishments have generated noise and vibrations that disturbed residents in their homes. *Id*. at 13-14.

The Petition further discussed residential parking and vehicular and pedestrian safety. *Id*. at 15. The petitioners complained that an influx of nightlife patrons in the neighborhood has made parking difficult for residents and resulted in a high level of parking violations. *Id*. at 15-16. The petitioners further complained that the number of patrons in the neighborhood has made it difficult to navigate the sidewalks when nightlife establishments have been active. *Id*. at 16.

First Hearing and Public Comment

On September 14, 2023, the Board held a public rulemaking hearing related to the Petition based upon the Board's finding that the petition satisfied the requirements of D.C. Official Code § 25-352. Notice of the hearing was published in the *District of Columbia Register* on August 18, 2023, at 70 DCR 011149. The Board also received numerous written comments from members of the public. A summary of the public comments relevant for consideration received during the Board's first Public Hearing related to this matter are as follows:

Councilmember Brianne K. Nadeau

Councilmember Brianne K. Nadeau wrote in support of the petition and asked to delay the issuance of new licenses in the neighborhood until a decision was made regarding the moratorium. *Letter from Councilmember Brianne K. Nadeau* (Aug. 7, 2023).

Advisory Neighborhood Commission 1B

Advisory Neighborhood Commission (ANC) 1B supported the moratorium petition and requested that additional enforcement resources be directed to the community. *ANC 1B Resolution*, 1 (Sept. 14, 2023).

Metropolitan Police Department

Captain Riley Hong of the Third District testified on behalf of the Metropolitan Police Department (MPD). *Transcript* (*Tr*.), September 14, 2023, at 8. He indicated that reimbursable detail spots are not always filled and crime considerations merited granting the petition. *Id*. at 9. He noted that the area attracts vehicles that rev their engines, drag racing, and illegal all-terrain vehicles (ATV). *Id*.

Local Residents' Comments

Local residents Alex Smith, Sudha Gollapudi, Paul O'Neill, Mattia D'Affuso, Amanda Toles, Gonzalo Gomez, David Greer, Elizabeth Baker, Craig Brownstein, Paul Williams, Justin Campbell, Tania Shand, Stergios Theologides, Reid Dunavant, Zoe Cordelia Lu, Andre Ory,

Leola Smith, Frank Chauvin, Krishna M. Kumar, and Pierson Stoecklein supported the petition for various reasons, including their experiences as residents. *See Moratorium Rulemaking File.* Some of the reasons articulated by various residents included concerns regarding the negative impact of the overconcentration of alcohol licenses, noise, crime, and public safety concerns posed by patrons, and the litter caused by such patrons. *Id.* Mr. O'Neill blamed the expansion of the Uptown Arts-Mixed Use (ARTS) Overlay zone for encouraging overconcentration. *Id*. Mr. Williams noted that the buildings in the neighborhood were built to be residences and not nightlife businesses. *Id*. Ms. Shand presented various studies that show a correlation between the concentration of alcohol outlets and crime. *Id*. Ms. Kumar provided various crime statistics related to the neighborhood that showed a high level of reported crime.

Behzad Khani

Behzad Khani owns two properties in the neighborhood. *Tr*. September 14, 2023, at 26-27. He supported the moratorium petition. *Id*. at 27. He complained about loiterers sitting on his property and engaging in drinking, smoking, and other activities that have been detrimental to his property. *Id*. at 28.

Tesfit Kiflu

Tesfit Kiflu owns Cloud Lounge. *Id*. at 32. He complained about public drinking in the neighborhood. *Id*. at 32-33. He supported the petition generally but not restrictions on transferring or selling businesses. *Id*. at 34.

Bill Spieler

Bill Spieler owns DC9 nightclub. *Id*. at 61. He stated that he opposed the petition because moratoriums are ineffective and have not addressed the problems targeted by moratoriums. *Id*. He also stated that moratoriums inflate the price of alcohol licenses. *Id*. at 62. He also stated that vendors are selling alcohol out of coolers in the neighborhood. *Id*. at 63-64.

Shaw Main Streets

Alexander Padro, the executive director of Shaw Main Streets, testified in opposition to the petition. *Id*. at 90. He testified that granting the petition would hurt businesses in the neighborhood economically and harm "the largest cluster of Ethiopian and Eritrean American businesses" in the region. *Id*. at 90. He indicated that issues in the neighborhood stem from restaurants and taverns morphing into nightclubs. *Id*. at 91. He also stated that the moratorium would not address the concerns the moratorium is meant to address. *Id*. Instead, he recommended banning the use of outside promoters, enhanced security, business consultations and training. *Id*. at 91-94. He also indicated that a local building owner should allow businesses to remove trash through a local alley to address litter concerns. *Id*. at 94. He further stated that there has been no reduction in property values. *Id*. at 94-95. He also opposed calling the moratorium the "1900 block of 9th Street, N.W." moratorium zone. *Id*. at 95.

.9th Street Association

Allan Ebert, the executive director of the 9th Street Association, which represents various nightlife establishments, including Cloud, MK Lounge, Mirror, and Right Spot, *id*. at 114-15, complained that MPD is not stopping illegal alcohol sales on the streets, which contributes to the negative environment in the area. *Id*. at 116. He said he does not believe the moratorium will be effective. *Id*. at 118.

9th Street Nightlife Equity Coalition

The 9th Street Nightlife Equity Coalition (Coalition), representing several businesses in the proposed moratorium zone, filed comments opposing the Petition. *Position of the 9th Street Nightlife Equity Coalition*, at 1 (Nov. 3, 2023). The basis of the Coalition's opposition is (1) the Petition was defective because it does not encompass a locality, section, or portion, but rather a portion of a locality, which the Coalition argued rendered the petition defective under D.C. Official Code § 25-352(b), which requires moratoriums to encompass "either a locality, section, or portion" of the District, which are specifically defined areas under D.C. Official Code § 25-101; (2) the information provided by the petitioners was too generalized because the proposed area was smaller than the area encompassed by the information provided; (3) the proposed moratorium was discriminatory because it targets an area where businesses are largely owned by immigrants from Ethiopia and North Africa and will have a negative impact on the area serving as a "Little Ethiopia" enclave; (4) any issues in the area have been a failure of the District to provide appropriate policing and traffic management; and that (5) the proposed moratorium will not address the issues that the community seeks to address. *Id*. at 1-15.

Westminster Neighborhood Association (Response to Coalition)

The Westminster Neighborhood Association (WNA) responded to the comments filed by the Coalition. *Westminster Neighborhood Association's Opposition to Motion for Reconsideration, Rehearing, and in the Alternative to Dismiss the Petition*, 1 [*Opposition*]. The WNA argued that the Petition "ultimately identified the Moratorium Zone as a portion of the identified locality." *Id*. at 3. The WNA maintained that this limited area satisfied the minimum requirements for implementing a moratorium zone and the language of D.C. Official Code 25-354(e) allowed for an area smaller than a locality. *Id.* The WNA further argued that sufficient race-neutral reasons for creating the proposed moratorium zone, such as safety concerns, existed to justify the moratorium. *Id*. at 7-8.

Notice of Proposed Rulemaking

In response to the Petition, public comments received, and consideration of the relevant statutory and regulatory issues, on December 14, 2023, the Board adopted a Notice of Proposed Rulemaking to establish the North Shaw Moratorium Zone. The Board's Notice of Proposed Rulemaking proposed to adopt a moratorium that prohibited (1) new Retailer's Class CN and DN nightclub licenses; (2) new Retailer's Class CX and DX multipurpose facility licenses; (3) new entertainment endorsements for any on-premises licensed restaurant or tavern to offer entertainment, a cover charge, or facilities for dancing; (4) existing entertainment endorsements

for any on-premises licensed restaurant or tavern to add entertainment, a cover charge, or facilities for dancing; (5) a licensed nightclub, multipurpose facility, or restaurant or tavern with an entertainment endorsement from transferring from a location outside of the moratorium area to a location inside of the moratorium area; and (6) a license holder located within the moratorium area filing a change of license class application for a Class CN, DN, CX (multipurpose facility), or DX (multipurpose facility) retailer's license.

Second Hearing and Public Comment

The Board held a second public hearing related to the proposed moratorium on February 29, 2024, based upon the Board's intention to enact a moratorium different from the one initially proposed. A summary of the public comments at that public hearing is as follows:

Metropolitan Police Department

MPD Captain Chris Moore indicated that the area operated as a large entertainment zone with a high concentration of alcohol licensees that produces many inebriated people. *Tr.*, February 29, 2024, at 8-10. MPD indicated that it has concerns about providing appropriate staffing during the night and has had trouble fulfilling reimbursable detail requests. *Id*. at 11. He indicated that in the U Street area in the past year, MPD's statistics show 7 homicides, 37 assaults, 720 auto related thefts, the recovery of 104 firearms, and approximately 54-gun related arrests. *Id*. at 11-12.

Westminster Neighborhood Association

The WNA provided additional testimony during the second hearing. The WNA supported the Board's decision to impose a moratorium but asked for some changes to the proposed rule. *Id*. at 14. The WNA requested that the Board include tavern licenses; enact the moratorium immediately; and better define the outer limits of the moratorium. *Id*. at 14-15. The WNA believed including taverns was important because failing to do so would continue to drive people to the neighborhood. *Id*. at 15.

Frank Chauvin

Frank Chauvin, a member of the WNA, supported the Board's overconcentration finding. *Id*. at 30. He noted that it is difficult to attribute problems in the area to a single licensee. *Id*. at 30. He advocated for taverns being included in the moratorium zone. *Id*. at 31. He noted that MPD is not able to fully fulfill reimbursable detail requests by establishments on a regular basis. *Id*. at 32-33.

Ashleigh Fields (ANC 1B)

Ashleigh Fields represents Single Member District 1B07 within Advisory Neighborhood Commission (ANC) 1B and testified on behalf of ANC 1B. She discussed the ANC's resolution supporting the imposition of a moratorium in the area. *Id*. at 65-66. The ANC opposed the imposition of the moratorium as an emergency. *Id*. at 66. The ANC indicated that businesses

needed time to address the needs of their businesses before the moratorium goes into effect and have a chance to be informed about the impending moratorium. *Id.* at 66.

Additional Comments

Additional persons living in the community supported adding taverns to the moratorium. *See, e.g., id*. at 34, 42, 61, 68. Thomas M. Abebe works in the nightlife industry and asked the District to focus on reducing crime instead of instituting a moratorium. *Id.* at 45-46. Abebe Bekele owns a nightlife business in the neighborhood and believed that the local nightlife businesses are contributing to problems in the neighborhood and allowing the use of drugs inside establishments. *Id*. at 51-54. The Board also received additional testimony supporting and opposing the moratorium during the hearing and by email similar to the comments described above.

Response to Comments in Opposition Presented at First or Second Hearing or in Written Comments

The Board in this section responds to various comments in opposition to the proposed moratorium.

Bill Spieler

In response to Mr. Spieler's and similar comments that moratoriums are not effective, the Board is persuaded by testimony regarding the crime situation in the neighborhood that indicates that the addition of more nightlife patrons would be detrimental to restoring crowd control and order, and detrimental to reducing crime in the neighborhood when nightlife is active. The price of alcohol licenses when a moratorium is enacted is not relevant to the matters under consideration. Finally, if the North Shaw Moratorium is not effective, it may be revisited by the Board, and may be abolished or modified in the future, if it is not having its intended effect.

Shaw Main Streets

In response to the comments made by Shaw Main Streets and similar comments made by others, the Board reviewed the organization's suggested reforms but the Board notes that it does not have authority to enact proposals such as banning the use of outside promoters, requiring enhanced security, and providing business consultants to businesses in the neighborhood as part of a moratorium rulemaking. Therefore, the Board must consider using the tools it has to address the concerns of residents. The Board has also concluded, based on the testimony and evidence available to it, that the public order concerns outweigh any potential showing that nightlife has not had a negative impact on property values in the area.

9th Street Nightlife Equity Coalition

In response to the comments made by the Coalition and similar comments made by others, the Board notes that it has selected an area different from the one proposed by the WNA. The Board is further satisfied that the information relied upon is not too generalized and that the negative

impacts stem from patrons frequenting nightlife in the moratorium area. The Board is also satisfied that the proposed moratorium is not targeted at any race or ethnicity because it is based on non-discriminatory and race-neutral factors, such as crime and other appropriateness concerns. Moreover, the boundary areas chosen by the Board reflect the problem areas identified by evidence and testimony in the record and do not extend further. Finally, the Board does not agree that the geography of the moratorium zone must be a perfect circle, given the flexible definitions of locality, section, and portion in D.C. Official Code § 25-101 and the Board's authority under D.C. Official Code § 25-354(e) to tailor a moratorium to the relevant neighborhood.[4]

Board Determination

The Board considered the oral and written testimony, resolutions and exhibits filed by the Westminster Neighborhood Association, the 9th Street Association, the 9th Street Nightlife Equity Coalition, and other witnesses and residents submitted as part of the two public hearings held by the Board and in response to the notices of proposed rulemaking. The Board agrees with the request to impose a moratorium, but has selected a different area for the moratorium zone because the area selected by the Board encompasses the problem areas identified by the testimony and evidence in the record, and that testimony and evidence does not support extending the zone further.

The moratorium zone will extend approximately 600 feet in all directions from 1909 9th Street, N.W. The street-line description in proposed 23 DCMR § 312.2 sets forth the actual boundaries of the moratorium area.

Rationale and Additional Response to Comments

Pursuant to D.C. Official Code § 25-351, the Board determined that it was in the public interest to establish a new moratorium with restrictions for three (3) years, and in doing so, the Board based its decision upon the appropriateness standards set forth in D.C. Official Code §§ 25-313 and 25-314. In reviewing a moratorium request, the Board must "consider the extent to which the testimony and comments show that the requested moratorium is appropriate under at least 2 of the appropriateness standards…." D.C. Official Code § 25-354(d); *see also* D.C. Official Code § 25-351(a).

The relevant appropriateness standards include: (1) "[t]he effect of the establishment[s] on real property values"; (2) "[t]he effect of the establishment[s] on peace, order, and quiet, including the noise and litter provisions set forth in [D.C. Official Code] §§ 25-725 and 25-726; (3) "[t]he effect of the establishment[s] upon residential parking needs and vehicular and pedestrian safety"; (4) "[t]he proximity of the establishment[s] to schools, recreation centers, day care centers, public libraries, or other similar facilities"; (5) "[t]he effect of the establishment[s] on

[4] The issue of whether the Board can adopt a moratorium of various shapes and sizes is a matter of first impression that has never been challenged to this degree in a moratorium proceeding. In light of the arguments made by the parties, the Board finds its determination in this rulemaking a reasonable interpretation because District streets are not laid out in perfect 600, 1,200, or 1,800 foot circles.

the operation and clientele of schools, recreation centers, day care centers, public libraries, or other similar facilities"; (6) "[w]hether school-age children using facilities in proximity to the establishment[s] will be unduly attracted to the establishment while present at, or going to or from, the school, recreation center, day care center, public library, or similar facility at issue"; and (7) "[w]hether issuance of [additional licenses] would create or contribute to an overconcentration of licensed establishments which is likely to affect adversely the locality, section, or portion in which the establishment[s] [are] located." D.C. Official Code §§ 25-313(b)(1)-(3), 25-314(a)(1)-(4).

Based upon the public comment related to the proposal, the Board is persuaded that the establishment of a new moratorium described in this rulemaking in the selected area is appropriate to preserve peace, order, and quiet; preserve pedestrian and vehicular safety; and prevent the overconcentration of licensed establishments, in accordance with D.C. Official Code § 25-354(d). In particular, the Board is persuaded that the issuance of new nightclub, tavern, and multipurpose facility licenses and entertainment endorsements will have a detrimental effect on public safety in the area around the 1900 block of 9th Street, N.W.

The Board considered arguments regarding the impact of the moratorium on minority business owners but is persuaded that the area suffers from significant issues regarding crime and public safety that justify the moratorium. The Board further considered the argument that the information justifying the moratorium was too generalized and did not specifically apply to the limited area targeted by the proposal; however, this argument is not convincing based on the specific negative impact evidence received by the Board.

In future proceedings related to the renewal of the moratorium, the Board may consider changes in behavior and policing in the area, among other factors. The Board suggests that various governmental and non-governmental stakeholders consult and work together to address various problems identified in the Petition and by supporters of the moratorium. Discussions could entail various initiatives to address quality of life issues, such as public drinking and illegal alcohol sales in the streets; promoting the use of street facing security cameras by businesses and residents; the provision of free parking, ride share, Metro rides, and other transportation options; and community wide traffic and noise studies; staggering let out at establishments.

In imposing a new modified moratorium, the Board has been persuaded by public testimony that taverns should be included. This means that the North Shaw Moratorium Zone will primarily limit the issuance of new nightclub licenses, tavern licenses, multipurpose facility licenses, and new entertainment endorsements to restaurants and taverns. This will allow for the licensing of new restaurants without entertainment endorsements. These restrictions will help to ensure that these new establishments are focused primarily on the sale of food and meals, which has not been shown to relate to any of the identified problems. Additionally, many bona fide restaurants generally close earlier than taverns and nightclubs; therefore, this exception to the moratorium is not expected to exacerbate existing issues.

To help preserve the peace, order, and quiet of the neighborhood and address overconcentration issues, the moratorium will preclude existing restaurants and taverns that hold partial entertainment endorsements from adding entertainment, a cover charge, or facilities for dancing.

The moratorium will also prohibit a licensed nightclub, multipurpose facility, tavern, or restaurant with an entertainment endorsement from transferring from a location outside the moratorium area to a location inside the moratorium area. Furthermore, the moratorium will preclude the grant of any class change application from a licensed establishment located within the moratorium area for a nightclub, tavern, or multipurpose facility.

The Board rejects other proposed restrictions for various reasons, including the fact that some restrictions could unfairly threaten the financial viability of businesses, some suggestions could be deemed to have gone beyond the scope of D.C. Official Code § 25-351, and some were sufficiently addressed by the restrictions selected by the Board or too tangential, or speculative in effect to merit including as part of the rulemaking.

The Board selected a different location from the one designated by the Petitioner because the data presented demonstrated that problems, such as crime, are concentrated in the area selected by the Board and that a sufficient case has not been made at this time that any area not included merits inclusion in the moratorium zone.

Response to ANC Comments

In reaching its decision, the Board gave great weight to the written recommendations of ANC 1B, as required by Section 13(d)(3) of the Advisory Neighborhood Commissions Act of 1975, effective March 26, 1976 (D.C. Law 1-58; D.C. Official Code § 1-309.10(d)(3)), and D.C. Official Code § 25-609.

The Board received a recommendation from ANC 1B on March 6, 2023, titled *North Shaw & Ninth Street Neighborhood Moratorium Zone Resolution* and agreed with the majority of the recommendations. The Board was persuaded by ANC 1B that the enactment of an emergency moratorium immediately putting the rules into effect could unfairly prejudice current applicants. As such, the Board is making clear that the emergency rules only impact prospective applicants and do not impact applications filed with the agency on or before June 11, 2024; however, in light of the extensive time the Board has publicly indicated that it would adopt a moratorium there is no basis for delaying the adoption of the moratorium further by refraining from issuing an emergency rule.

The Board disagreed with the ANC regarding the following recommendations. First, the Board did not agree with the ANC's request to include off-premise licenses in the moratorium because there is no indication that these type of businesses are contributing to the issues raised during the moratorium proceedings. Second, the Board rejected the suggestion to prohibit the transfer of a business from one location in the moratorium zone to another location in the moratorium zone, because this is the Board's standard practice in adopting moratoriums; a transfer of locations within the moratorium zone does not impact the final number of nightlife establishments; and no evidence in the record suggests any harm from allowing such a transfer to occur. And third, the Board further rejected the proposal to bar changes in occupancy, square footage or hours, as this could be detrimental to existing businesses.

Rulemaking Action

The Board voted on June 12, 2024, to give notice of its intent to take final rulemaking action to adopt rules on a permanent basis in not fewer than thirty (30) days after the date of publication of a notice in the *District of Columbia Register.* After that vote, however, the Board decided to make additional revisions to clarify the geographic area covered by the moratorium and to respond to public comments.

Based on the revisions, the Board voted on October 9, 2024, in a three (3) to zero (0) vote to adopt the Notice of Second Emergency and Proposed Rulemaking. In this version of the rulemaking, the Board made additional revisions to respond to public comments and to further clarify the geographic scope of the moratorium zone. Although the First and Second Emergency and Proposed Rulemakings were not published in the *District of Columbia Register* they were posted to the agency's website on July 12, 2024 and October 9, 2024.

The Board decided to make additional revisions, and voted on February 5, 2025, in a 5-0 vote, to adopt a Notice of Third Emergency and Proposed Rulemaking, which was published in the *District of Columbia Register* at 72 DCR 6655 on June 13, 2025 and this version of the rules maintains the language used in the prior issuance of these rules. No public comments were received.

On June 4, 2025, the Board voted to adopt a Notice of Fourth Emergency Rulemaking ("Fourth Notice"). The Fourth Notice was published in the *District of Columbia Register* on August 22, 2025, at 72 DCR 009184, and was scheduled to expire on October 1, 2025.

While the proposed final rules were undergoing Council review, the Board, on September 24, 2025, voted 4-0, to adopt the Notice of Fifth Emergency Rulemaking. The Fifth Notice was published in the *District of Columbia Register* on November 21, 2025, at 72 DCR 0013009, and were scheduled to expire on January 22, 2026.

Board Action on Final Rulemaking

On February 5, 2025, the Board voted five (5) to zero (0) to adopt this proposed final rulemaking for transmittal to the Council for its review and approval pursuant to D.C. Official Code § 25-211(b).

On September 24, 2025, the Mayor transmitted the proposed rules to the Council for its review and approval pursuant to the North Shaw Moratorium Zone Approval Resolution of 2024 (P.R. 26-320). Unlike the Board's other rules, rulemakings to establish or amend moratoria do not require affirmative approval by the conclusion of the Council review period. *See* D.C. Official Code § 25-211(b)(2).

In accordance with D.C. Official Code § 25-211(b)(2), the proposed resolution and these moratorium rules were deemed approved on January 15, 2026, absent affirmative disapproval by the Council. As such, the rules are now ripe for the Board to take final action. Therefore, on January 16, 2026, the Board voted three (3) to zero (0) to adopt the rules as final.

The rules will take effect five (5) days after the notice of final rulemaking is published in the *District of Columbia Register*.

The rules establishing the North Shaw Moratorium Zone are as follows:

Chapter 3, LIMITATIONS ON LICENSES, of Title 23, ALCOHOLIC BEVERAGES, of the DCMR is amended by adding a new section 312 to read as follows:

312 NORTH SHAW MORATORIUM ZONE

312.1 No application for a new Retailer's Class CN, DN, CT, DT, CX, or DX license shall be approved or issued in the area extending approximately six hundred feet (600 ft.) in all directions from 1909 9th Street, N.W., Washington, DC 20001, the specific boundaries of which are set forth in Subsection 312.2. This area shall be known as the North Shaw Moratorium Zone.

312.2 The North Shaw Moratorium Zone is specifically described as the area bounded by a line as follows:

(a) Beginning at the intersection of the centerlines of Vermont Avenue, N.W., and T Street, N.W., and continuing northeast along the centerline of Vermont Avenue, N.W., until the intersection of Vermont Avenue, N.W., and Florida Avenue, N.W.;

(b) Then continuing southeast along the center line of Florida Avenue, N.W., to the intersection of Florida Avenue, N.W., 9th Street, N.W., and V Street, N.W.;

(c) Then continuing east along the center line of V Street N.W., to the intersection of V Street, N.W., and 7th Street N.W.;

(d) Then continuing south on 7th Street, N.W., until the intersection of 7th Street, N.W., and S Street, N.W., and containing the premises on both sides of 7th Street, N.W.;

(e) Then continuing west along the center line of S Street N.W., to the intersection of S Street, N.W., and 11th Street, N.W.;

(f) Then continuing north along the center line of 11th Street, N.W., until the intersection of 11th Street, N.W., and Vermont Avenue, N.W.; and

(g) Then continuing northeast along the centerline of Vermont Avenue, N.W. until it connects with the starting point of the line set forth in paragraph (a) of this subsection.

312.3 Any license application may be subject to additional review and measurement by the Board or ABCA to determine if the moratorium is applicable.

312.4 No application for a new entertainment endorsement or change to an existing entertainment endorsement to have or add entertainment, authorize a cover charge, or offer facilities for dancing filed by a licensee under a Retailer's Class CR, DR, CT, or DT license shall be approved or issued in the North Shaw Moratorium Zone.

312.5 Nothing in this section shall prohibit the Board from approving the transfer of ownership of an establishment located in the North Shaw Moratorium Zone.

312.6 Nothing in this section shall prohibit the Board from approving the transfer of a license from an existing location within the North Shaw Moratorium Zone to a new location within the North Shaw Moratorium Zone.

312.7 A Retailer's Class CN, DN, CT, DT, CX, or DX license, or Retailer's Class CR, or DR license with an entertainment endorsement, located outside of the North Shaw Moratorium Zone shall not be permitted to transfer its license to a location within the North Shaw Moratorium Zone.

312.8 The Board shall not grant a change of license class application from a license holder located within the North Shaw Moratorium Zone for a Retailer's Class CN, DN, CT, DT, CX, or DX license.

312.9 The moratorium imposed by this section shall have a prospective effect and not apply to any pending license or endorsement application that was filed with the agency on or before June 11, 2024.

312.10 This section shall expire three (3) years after the date of publication of the notice of final rulemaking in the *District of Columbia Register*.

OFFICE OF DOCUMENTS AND ADMINISTRATIVE ISSUANCES

ERRATA NOTICE

The Administrator of the Office of Documents and Administrative Issuances, pursuant to the authority set forth in Section 309 of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1203; D.C. Official Code § 2-599), hereby gives notice of the following correction to the text of the District of Columbia Municipal Regulations (DCMR) which was amended by a Notice of Final Rulemaking published in the District of Columbia Register, and issued by the District of Columbia Office of Administrative Hearings (OAH) on November 15, 2024 at 71 DCR 013913.

The Final Rulemaking governs the general rules of procedure before OAH and the procedures for District of Columbia Public Schools, District of Columbia Office of the State Superintendent of Education, District of Columbia Department of For-Hire Vehicles, Rental Housing, Public Sector Workers' Compensation, Public Benefits, and Unemployment Insurance cases.

In Title 1, Chapter 29, Section 2954.8(e), "§ 2813.6" is replaced with "§ 2817.6." The language is being replaced because it was inadvertently included in the language amending the provision.

This Errata Notice's correction to the Notice of Final Rulemaking is non-substantive in nature and does not alter the intent, application, or purpose of the proposed rules. The rules are effective upon the original publication date of November 15, 2024.

Inquiries regarding this notice shall be addressed by mail to Victor L. Reid, Esq., Administrator, Office of Documents and Administrative Issuances, 899 North Capital Street, NE, Suite 8700, Washington, D.C. 20002, email at victor.reid@dc.gov, or via telephone at (202) 727-5090.

OFFICE OF LOTTERY AND GAMING

NOTICE OF FINAL RULEMAKING

MILLIONAIRE FOR LIFE™

The Executive Director of the Office of Lottery and Gaming, pursuant to the authority set forth in Section 4 of the Law to Legalize Lotteries, Daily Numbers Games, and Bingo and Raffles for Charitable Purposes in the District of Columbia, effective March 10, 1981 (D.C. Law 3-172; D.C. Official Code §§ 36-601.06(a) and 36-601.21), and Office of the Chief Financial Officer Management Control Order No. 25-01, effective April 1, 2025 hereby gives notice of final amendments to Chapters 5 (General Provisions), 6 (Claims and Prize Payments), and 9 (Description of On-Line Games) of Title 30 (Lottery and Charitable Games) of the District of Columbia Municipal Regulations (DCMR).

This final rulemaking repeals the Lucky for Life game rules and implements the Millionaire for Life game.

A Notice of Proposed Rulemaking was published in the *District of Columbia Register* on January 2, 2026 at 73 DCR 000096. The Office received no comments. Language was added to Section 30-975.10 of these final rules to further explain when grand prize payments may be reduced due to number of winners. Besides the aforementioned change, there are no substantive changes made to the proposed rulemaking. The Executive Director adopted these rules as final on February 4, 2026 and the rules shall become effective on February 22, 2026.

Subsection 503.4, of Section 503, CANCELLED TICKETS, of Chapter 5, GENERAL PROVISIONS of Title 30 DCMR, LOTTERY AND CHARITABLE GAMES, is amended as follows:

503.4 A ticket for POWERBALL®, MEGA MILLIONS®, or MILLIONAIRE FOR LIFE™ shall not be voided or cancelled.

Subsections 606.5 and 606.6, of Section 606 ANNUITIZED PRIZES, of CHAPTER 6, CLAIMS AND PRIZE PAYMENTS of TITLE 30, LOTTERY AND CHARITABLE GAMES, are amended as follows:

606.5 The term of Lifetime Grand Prize in the MILLIONAIRE FOR LIFE game shall be the Minimum Annuity Period. An Annuitant shall be paid their appropriate Grand Prize share or Second Level Prize share on an annual basis for life, or for the twenty (20) year term of the Guaranteed Annuity Portion, whichever is longer. In the event that an Annuitant dies within the twenty (20) year Guaranteed Annuity Portion, any remaining Prize payments in the Guaranteed Annuity Portion shall be paid to the Annuitant's estate or to the Annuitant's beneficiary pursuant to the Office's rules and regulations and law. The initial payment under the Annuity Option shall be paid as soon as possible upon completion of internal validation procedures and in accordance with these Official Game Rules. There

shall be no assignment of Grand Prize or Second Level Prize except as set forth in the statutes or regulations of the Lottery that sold the winning Ticket.

606.6 Proof of Life. Prior to the beginning of payment of the Deferred Annuity Portion, Lottery will send an affidavit letter to the Annuitant requesting proof of life. The purpose of the affidavit letter is to verify that the Annuitant is still alive. The Annuitant shall sign the affidavit letter, and the letter shall bear the seal of a notary public. A proof of life affidavit letter will be sent to the Annuitant each subsequent year prior to the next scheduled installment payment. If Annuitant fails to provide a signed and notarized affidavit letter, the Lottery shall not make any further Deferred Annuity Portion payments. However, when, in the Executive Director's sole discretion, the facts underlying an Annuitant's failure to provide a completed annual affidavit letter are reasonable, the Deferred Annuity Portion payments may resume. No interest shall be paid by the Lottery on the value of the Prize or any payment thereof during any period that a Prize payment was not made due to failure of the Annuitant to provide an affidavit letter.

(a) In no event shall installment payments be made in the Deferred Annuity Portion of the Annuity Option after the Annuitant's death.

Subsection 611.1 of Section 611, DISCHARGE OF LIABILITY UPON PAYMENT, of Chapter 6, CLAIMS AND PRIZE PAYMENTS of Title 30 DCMR, LOTTERY AND CHARITABLE GAMES, is amended as follows:

611.1 Payment of any prize, including a Powerball, Mega Millions, Lotto America or Millionaire for Life prize awarded pursuant to Chapter 10 of this title, shall discharge the District of Columbia, the Office, the Multi-State Lottery Association, and their members, product groups, officers, employees, agents and attorneys, representatives, and contractors of all liability for payment of the prize.

Section 973, DESCRIPTION OF THE LUCKY FOR LIFE GAME, of Chapter 9, DESCRIPTION OF ON-LINE GAMES, of Title 30 DCMR, LOTTERY AND CHARITABLE GAMES, is deleted, renamed, and replaced with the following:

973 DESCRIPTION OF THE MILLIONAIRE FOR LIFE™

973.1 Millionaire for Life ™ is a five (5) out of fifty-eight (58) for the first set plus one (1) out of five (5) of lottery draw numbers game which pays the jackpot and set prizes. Drawings are held daily.

973.2 The price of each Millionaire for Life play shall be five dollars ($5.00). The Executive Director may establish a discount for Players for limited promotional purposes from time to time.

Section 974, LUCKY FOR LIFE PLAY RESTRICTIONS AND PLAY STYLES, of Chapter 9, DESCRIPTION OF ON-LINE GAMES, of Title 30 DCMR, LOTTERY AND CHARITABLE GAMES, is deleted, renamed, and replaced with the following:

974 MILLIONAIRE FOR LIFE GAME PLAY, RESTRICTIONS, AND DRAWINGS

974.1 To play Millionaire for Life, a Player selects, or has the Terminal randomly assign (Computer Pick) five (5) numbers from the First Set of Numbers which includes a range of consecutive numbers from one (1) to fifty-eight (58) and one (1) number from the Second Set of Numbers which includes a range of consecutive numbers from one (1) to five (5). The additional number selected from the Second Set of Numbers may be the same number as one of the five (5) numbers a Player selects from the First Set of Numbers, or has the Terminal randomly assign (Computer Pick) from the First Set of Numbers.

974.2 Play selections of less than or more than six (6) numbers will be impermissible and void.

974.3 All Lottery Tickets issued for this game shall be clearly identified with the name of the game and the date or dates of the Drawing(s) for which they apply.

974.4 Millionaire for Life Plays may not be canceled once recorded on the Office's central gaming system.

974.5 Millionaire for Life Tickets will be sold every day during the normal business hours of the Retailers authorized to sell said Tickets, or other means authorized by the Office. The sale period for any given Millionaire for Life Lottery Drawing will terminate on the date of the Drawing no later than the Millionaire for Life Sales Cut-off which occurs no later than sixty (60) minutes prior to each Drawing.

974.6 It shall be the sole responsibility of the Purchaser to verify the accuracy and readability of the information printed on the Millionaire for Life Ticket at the time of purchase. After the Purchaser leaves a retailer location, neither a retailer nor the Office shall be liable for any errors in the accuracy and readability of a Ticket occurring for any reason.

974.7 Millionaire for Life Play Slips shall be available at no cost to the Player. Play Slips shall have no pecuniary or Prize value and shall not constitute evidence of purchase or number selections.

974.8 Replay Feature. Players may request that a Retailer utilize the barcodes of already purchased Millionaire for Life Tickets to duplicate another Ticket of the same price and with the same number selections and options.

974.9 The Purchaser must sign a written Prize payout election form and make an irrevocable selection of the Cash Option, or the Annuity Option sixty (60) days from the date the Purchaser is entitled to the Prize.

974.10 INELIGIBLE PLAYERS

(a) Plays shall not be purchased, and a Prize won by any Play either in whole or in part, shall not be paid to any of the following persons:

(1) An Office employee, officer, director, board member or commissioner; and,

(2) Employees of the Office's Central gaming system vendor(s); and,

(3) An employee of the Multi-State Lottery Association; and other persons as the Office may designate; and,

(4) Any person residing in the same household of an individual described in subsections (1), (2), or (3); and,

(5) Persons designated as ineligible to play Millionaire for Life in the District shall be also ineligible to play the Millionaire for Life in all other Selling Lottery jurisdictions.

974.11 The Office reserves the right to make changes to the Millionaire for Life game, including the quantity of the First Set of Numbers and/or the Second Set of Numbers. Any changes in the Millionaire for Life game shall be determined by the Office and shall be publicly announced by the Office in advance of the effective date.

974.12 DRAWINGS

(a) The Drawing to select the Winning Numbers shall be conducted at the studios of the Multi-State Lottery Association at approximately 8:15 p.m. Eastern Time. Millionaire for Life Drawings shall be conducted seven (7) days per week, Monday through Sunday, at the designated time. However, the day, time or location of Millionaire for Life Drawings may be modified as determined by the Executive Director and will be publicly announced by the Office. All Millionaire for Life Drawings will be open to the public and shall be witnessed by an Independent Certified Public Accounting Firm.

(b) Millionaire for Life Drawings shall randomly generate, by mechanical means, Millionaire for Life Winning Numbers, pursuant to the controls and methods defined by the Selling Lotteries.

(c) Official results of the Drawings, even though announced, are located in the draw files at the offices of the Game Administrator (MUSL). Neither the Game Administrator nor the Selling Lotteries, or Office shall be liable for media misprints or incorrectly announced Winning Numbers on any website(s) and social media.

974.13 CLAIMS AND VALIDATIONS

(a) Claims and validations shall be performed by the Lottery that sold the Winning Ticket. A Millionaire for Life ticket, subject to the validation requirements as detailed in Sections 603, 605, 974.13(c), and 974.13 (d) of these regulations, shall be the only proof of a Bet (or Plays), and the submission of a Winning Ticket to the Office or an Agent shall be the sole method of claiming a prize or prizes.

(b) The Play must have been issued on a Ticket by an authorized Retailer on official paper stock of the Lottery or be a Ticketless Transaction as authorized by a Lottery.

(c) The Winning Player's Ticket or a Ticketless Transaction shall satisfy all the requirements must have been recorded on the Office's Central Computer System prior to the Drawing and must match exactly with the official file of Winning Tickets and must not have been previously paid. In the event of a contradiction between information as printed on the Ticket and as accepted by the Office Central Computer System, the Wager accepted by the Office Central Computing System or the properly registered ticket transaction shall be the valid Wager.

(d) The Office shall not be responsible for Tickets or Ticketless Transactions that are altered in any manner.

(e) Tickets are void if:

(1) Stolen, unissued, unreadable, mutilated, altered, reconstituted, counterfeit in whole or in part, miscut, defective, tampered with, printed or produced in error, or blank or partially blank; or

(2) Printing is irregular; or Apparent or asserted symbols are not confirmed by validation number; or

(3) The Ticket fails any of the Office's other validation tests.

(4) A Millionaire for Life Play matching all Game play, serial number, and other validation data recorded in the Office's computer gaming

system shall be the only valid proof of a Wager placed and the only valid receipt for claiming or redeeming any Prize.

(5) Federal and state tax withholding shall be determined by the Lottery in the State in which the Play was purchased.

(6) The Claim Limitation period for Millionaire for Life Prizes shall be 180 days from the date of the Drawing.

(7) Purchasers are subject to Title 30 Section 614 regarding the release of information about winners.

(f) Additionally, unless the Play is a properly registered Ticketless Transaction, the Play must meet all the following conditions to be deemed valid:

(1) The validation data must be present in its entirety and must correspond, using the computer validation file, to the number selections printed on the Winning Play displayed on a Ticket for the date of the applicable official Drawing;

(2) The Play numbers, validation data and the purchase date of an apparent Winning Play must appear on the official file of Winning Plays, and a Play with that exact data must not have been previously paid;

(3) The Play must not be misregistered, or a voided Ticket and the Ticket must not be defectively printed or printed or produced in error to an extent that it cannot be processed by the Selling Lottery that issued the Play;

(4) The Ticket must have been issued by the Office, an authorized Agent, Retailer, or Courier of the Selling Lottery and printed on paper in compliance with MUSL Rule 2;

(5) In submitting a Play for validation, the claimant agrees to abide by applicable laws, all rules and regulations, instructions, conditions, and final decisions of the Executive Director;

(6) There must not be any other breach of these Game Rules in relation to the Play that, in the opinion of the Executive Director, justifies invalidation;

(7) The Play must be submitted to the Office; and

(8) Ticketless Transactions must meet the validation requirements of

the Office.

(g) In the event a Play does not meet the Play Validation Requirements and is not paid by a Selling Lottery, and a dispute occurs as to whether the Play is a Winning Play at any Prize Level, the Office may, at its option, replace the Play. Replacement of the Play shall be the sole and exclusive remedy of the Player. In all cases, the determination of the Office shall be final and binding.

(h) The holder of a Winning Ticket shall be entitled only to the prize won by matching the winning numbers in the highest matching prize category.

(i) All Winning Tickets, including the top prize and second prize Winning Tickets, shall be paid in accordance with District of Columbia law.

(j) The Office shall withhold taxes and other required withholdings in accordance with applicable federal and District laws.

974.14 If the Grand Prize goes unclaimed, all funds collected by the Game Administrator to pay a Grand Prize shall be returned to the Selling Lotteries in proportion to sales from the Selling Lotteries. An unclaimed Grand Prize is not considered unclaimed property.

974.15 PRIZE PAYMENTS

(a) Prize Claim Requests and Claim Period**.** All Prize claims, including purchases made by Ticketless Transactions must be submitted in writing to the Office within the 180-day claim period.

(b) Process for Prize Payments. If a written claim has been made within the applicable claim period, and all validation requirements established by these and the Office have been met, Prizes will be paid by means approved by the Office. The Office shall calculate applicable tax withholdings and debt setoffs.

974.16 It shall be the player's sole responsibility to verify the accuracy of the bet(s) (or plays) and the other data printed on the Millionaire for Life ticket. The placing of bets or wagers is done at the player's own risk through the Agent.

Section 975, LUCKY FOR LIFE PRIZE LIABILITY LIMITS, PRIZE PAYOUTS AND PRIZE LEVELS, of Chapter 9, DESCRIPTION OF ON-LINE GAMES, Title 30 DCMR, LOTTERY AND CHARITABLE GAMES, is deleted, renamed, and replaced with the following:

975 MILLIONAIRE FOR LIFE PRIZE POOL, PRIZE STRUCTURE, LIABILITY LIMITS, PRIZE PAYOUTS, AND PRIZE LEVELS

975.1 Prize Pool. The Prize Pool for the aggregate of all Prize Levels shall consist of 55% percent of the sales receipts for each Drawing.

975.2 Cash Value of Cash Option Subject to Change. The Cash Value of the lump sum payment for the Grand and Second Level Prizes are posted on the Office and MUSL websites and are subject to change.

975.3 Prize Payout and Structure. There are nine (9) Prize Levels in the Millionaire for Life game. The Prize payouts and Prize structure are as follows, unless there are multiple winners in a Prize Level, in which case Prize amounts may be reduced as set forth in these game rules.

975.4 The Grand Prize shall be determined on a Pari-Mutuel basis. In certain circumstances (see below), the Second Level Prize may become Pari-Mutuel. Other Prizes are set Prizes as indicated below.

975.5 Highest Prize Won. In a single drawing, a Claimant may win in only one (1) Prize Level per single Play and shall be entitled only to the highest Prize Level for that Winning Play.

975.6 MATCHES, PROBABILITIES, AND PRIZE AMOUNTS AND LEVELS**

Number of Matches Per Ticket Distribution	Probability	Prize Amount	Prize Level
All five (5) of First Set of Numbers Plus one (1) of Second Set of Numbers	22,910,580.000000	$1,000,000/yr for Life	Grand Prize
All five (5) of First Set of Numbers and none of Second Set of Numbers	5,727,645.000000	$100,000/yr for Life	Second Prize
Any four (4) of First Set of Numbers Plus one (1) of Second Set of Numbers	86,455.018868	$7,500	Third Prize
Any four (4) of First Set of Numbers and none of Second Set of Numbers	21,613.754717	$500	Fourth Prize
Any three (3) of First Set of Numbers Plus one (1) of Second Set of Numbers	1,662.596517	$250	Fifth Prize
Any three (3) of First Set of Numbers and none of Second Set of Numbers	415.649129	$50	Sixth Prize
Any two (2) of First Set of Numbers Plus one (1) of Second Set of Numbers	97.799795	$25	Seventh Prize
Any two (2) of First Set of Numbers and none of Second Set of Numbers	24.449949	$8	Eighth Prize
Any one (1) of First Set of Numbers Plus one (1) of Second Set of Numbers	15.647967	$8	Ninth Prize
Overall Odds	**8.467665**		

****Prizes are subject to Prize Liability Limitations set forth in the Game Rules. Prizes may vary based on the number of winning Plays as provided for in these Game Rules.**

975.7 Prize Liability Limitation. In the event that a Liability Limit would be exceeded for a particular Draw, the Prize amounts for each Prize Level shall be adjusted in accordance with a formula established by the Selling Lotteries so that the aggregate liability for Prizes in such Draw shall not exceed the Liability Limit. Prize Liability Limits are posted on the Office's websites.

975.8 Grand Prize Payout. Except as provided in these Official Game Rules, the Grand Prize shall be paid either as an Annuity or lump sum cash. A Grand Prize payout

shall be divided equally among the number of Grand Winning Tickets as set forth below. Under certain circumstances, as detailed below, the Grand Prize is required to be paid in a single lump sum cash payment and no annuitized payment option is available.

975.9 One (1) Grand Prize-Winning Play among the Selling Lotteries. If there is one (1) Grand Prize-Winning Play, the annuitized Prize value will be $1,000,000 per year for life, paid in annual installments, or a one-time lump sum cash Prize payment.

975.10 Two (2) to Twenty (20) Grand Prize-Winning Tickets among the Selling Lotteries. If there is more than one (1) and less than or equal to Twenty (20) Grand Prize-Winning Plays, the annuitized payment based on an annuitized Prize value of $1,000,000 per year will be divided by the total number of Grand Prize-Winning Plays. The minimum annuitized Prize value for this category will be $50,000 per year for life. The two (2) to twenty (20) Grand Prize-Winning Play Purchasers may choose the Cash Option as an alternative to the Annuity Option. The amount of the Cash Option for each Grand Prize-Winning Ticket Winner will be the Grand Prize Cash Value divided equally by the number of Grand Prize-Winning Tickets.

975.11 Twenty-one or more Grand Prize-Winning Plays among the Selling Lotteries. If there are twenty-one (21) or more Grand Prize-Winning Plays, no Annuity Option shall be available. Rather, the Grand Prize Cash Value shall be divided equally among all Grand Prize-Winning Plays and paid in one lump sum cash payment per each winning Play that has been claimed and validated. The minimum Grand Prize value for each of the 21 or more Grand Prize-Winning Plays shall be not less than the lowest tier Prize paid for the same Drawing.

975.12 Second Level Prize Payouts. Except as provided in these Game Rules, the Second Level Prize shall be paid either as an Annuity or lump sum cash. For each Second Level Prize Winning Play, the annuitized Prize value will be $100,000 annually for life, paid in annual installments, or a one-time lump sum cash Prize payment, unless a Liability Limit would be exceeded.

975.13 One (1) to Twenty (20) Second Level Prize Winning Plays among the Selling Lotteries. If there are between one (1) and Twenty (20) Second Level Winning Plays, the annuitized Second Level Prize Value will be $100,000 per year for life. Any of these one (1) to twenty (20) Second Level Prize Winning Plays may choose the Cash Option as an alternative to the Annuitized Payment Option. The amount of the Cash Option for this category will be the amount of the Second Level Prize Cash Option as established by all of the Selling Lotteries.

975.14 Twenty-one (21) or more Second Level Prize Winning Plays among the Selling Lotteries. If there are twenty-one (21) or more Second Level Prize Winning Plays, the Second Level Prize Liability shall be capped at an amount as determined by the Selling Lotteries, and shall be split equally among all Second Level Prize-

Winning Plays, and shall be paid in one (1) Lump Sum Cash Payment, without an annuitized Payment Option. The minimum prize value for this category shall not be less than the lowest tier Prize paid in that respective Drawing.

975.15 Effective with the drawings on and after September 1, 2026, the Second Level Prize Payouts will be as follows:

(a) Second Level Prize Payouts. Except as may be provided in the Game Rules, the Second Level Prize shall be paid either as an Annuity or lump sum cash. For each Second Level Prize Winning Play, the annuitized Prize value will be $100,000 annually for life, paid in annual installments, or a one-time lump sum cash Prize payment of $2,200,000, unless a Liability Limit would be exceeded.

(b) One (1) to Seven (7) Second Level Prize Winning Plays among the Selling Lotteries. If there are between one (1) Second Level Winning Plays and Seven (7) Second Level Prize Winning Plays, the annuitized Second Level Prize Value will be $100,000 per year for life. Any of these one (1) to seven (7) Second Level Prize Winning Plays may choose the Cash Option as an alternative to the Annuitized Payment Option. The Cash Option for this category will be the amount of the Second level Prize Cash Option as established by all of the Selling Lotteries.

(c) Eight (8) or more Second level Prize Winning Plays among the Selling Lotteries. If there are eight (8) or more Second Level Prize Winning Plays, the Second Level Prize Liability shall be capped at $15,000,000 and shall be split equally among all Second Level Prize-Winning Plays and shall be paid in one (1) Lump Sum Cash Payment, without an annuitized Payment Option. The minimum prize value for this category shall not be less than any lower tier prize paid in that respective Drawing.

(d) Third Level Prize Payouts. The Third Level Prize Payout will be paid as a $7,500 Fixed Prize and paid in one single cash payment.

(e) Fourth Level Prize Payouts. The Fourth Level Prize Payout will be $500 Fixed Prize and paid in one single cash payment.

(f) Fifth Level Prize Payouts. The Fifth Level Prize Payout will be $250 Fixed Prize and paid in one single cash payment.

(g) Sixth Level Prize Payouts. The Sixth Level Prize Payout will be $50 Fixed Prize and paid in one single cash payment.

(h) Seventh Level Prize Payouts. The Seventh Level Prize Payout will be $25 Fixed Prize and paid in one single cash payment.

(i) The Eighth and Ninth Level Prize Payouts will be $8 Fixed Prize each and paid in one single cash payment.

(j) It shall be the Prizewinner's responsibility to provide the Lottery paying the Annuity any updated address information to which Prize installments will be mailed even if a full annual payment or multiple payments have been assigned to a third party.

(k) Where a Claimant of a Grand Prize or Second Level Prize is a minor who has not yet attained a majority age in the applicable jurisdiction in which the lottery that sold the Play is located, such Prize will be subject to the laws and regulations governing the Selling Lottery.

Section 976, LUCKY FOR LIFE DISPUTES AND APPLICABLE LAW, of Chapter 9, DESCRIPTION OF ON-LINE GAMES, of Title 30 DCMR, LOTTERY AND CHARITABLE GAMES, is deleted, renamed, and replaced with the following:

976 MILLIONAIRE FOR LIFE DISPUTES AND APPLICABLE LAW.

976.1 In purchasing a Millionaire for Life ticket, the following provisions apply:

(a) The purchaser agrees to comply with and abide by the Office's rules, regulations, guidelines, jurisdictional laws and final decisions, as well as all rules established for the conduct of Millionaire for Life.

(b) Decisions made the Executive Director, including the declaration of prizes, the payment thereof, and the interpretation of these regulations, shall be final and binding on all purchasers and on every person making a claim in respect thereof.

(c) Any claims or litigation relating to Millionaire for Life tickets and/or prizes:

(1) Shall be subject to and resolved in accordance with the laws, rules and regulations of the Office;

(2) Must be brought in and strictly limited to the courts located within the jurisdiction of the District of Columbia.

976.99 DEFINITIONS

Agent or Retailer – means a person or an Entity authorized by a Lottery offering the game to sell lottery Plays.

Annuity - means the Millionaire for Life Grand Prize or Match 5 Prize paid in annual installments for the Annuitant's Measuring Life.

Annuitant - means the person(s) or Entity who receives the benefits of an Annuity resulting from a Winning Ticket for the Grand Prize or Match 5 Prize paid under the Annuity Option.

Central or Computer Gaming System (CGS) – means a computer system(s) required to allow the processing, storage, and reporting of gaming transactions with all intended redundancy, which can include multiple sites and multiple vendors. Systems required for processing of transactions through non-traditional methods (electronic/web play, mobile play, plays through devices that are not Terminals, etc.) are part of the CGS. Terminals and retailer provided point of sale devices such as cash registers or player provided point of sale devices such as smartphones are not part of the CGS.

Claimant - means any person or Entity submitting a claim form within the required time period to collect a Prize for an official Millionaire for Life Ticket. A Claimant may be the Purchaser, the person or Entity named on a signed official Ticket, the bearer of an unsigned official Millionaire for Life Ticket, or any other person or Entity who may seek entitlement to a Millionaire for Life Prize payment in accordance with the Millionaire for Life Rules.

Claim Limitation Period or Expiration Period - means one hundred eighty days (180) from the date of the drawing.

Computer Pick – means a Game feature that allows the random selection of game play number indicia by the authorized retailer computer (or as otherwise permitted by a Selling Lottery) that appears on a Ticket or Ticketless Transaction and is used as the First Set of Numbers and Second Set of Numbers by a Player.

Courier – means a non-Selling Lottery third-party entity or person, which is operating in a state in which the Courier is not legally prohibited to operate, who purchases a Millionaire for Life Play or Plays on behalf of a Player and delivers the ticket exhibiting the Play or Plays to the Player within that state.

Deferred Annuity Portion – means the portion of the Annuity Option paid once the Prizewinner exceeds the Guaranteed Portion of the Annuity. Also see definition of Guaranteed Annuity Portion of these Game Rules.

Director - means the person who has primary responsibilities for managing the participating lottery. Titles may include, but are not limited to Executive Director, Director, Chief Executive Officer, and Interim Director.

Drawing - means a formal process of randomly selecting the Winning Numbers in accordance with the Drawing Procedures.

Entity - means any Claimant other than a natural person who claims a Grand Prize or Second Level Prize. An Entity can only be paid a lump sum cash Prize or the minimum twenty (20) year Annuity; see definition of Measuring Life.

First Set of Numbers - means the first set of numbers from one (1) to fifty-eight (58).

Fixed or Set Prizes - means a set amount awarded in the Game unless a Liability Limit is reached.

Future Play - means a Game feature which allows a Player to select numbers for one or more future Drawing(s) scheduled after the next most immediate Drawing. A Future Play can be for up to ninety (90) consecutive Drawings on a single Play Slip or Bet Slip, except for ticketless transactions which can be for up to 365 Drawings if a Selling Lottery has a process in place to allow Players to make changes to their Play purchases in the event of a game change.

Game – means the Millionaire for Life lottery game.

Game Administrator – means the Multi-State Lottery Association (MUSL). The Game Administrator is not a Lottery, or part of the Selling Lotteries.

Grand Prize – means the Prize amount awarded for matching five (5) out of fifty-eight (58) numbers in the First Set of Numbers, and one (1) out of five (5) numbers in the Second Set of Numbers. If more than one Play from all Selling Lotteries wins the Grand Prize, the Grand Prize shall be divided among the persons holding such Plays, as provided in these Game Rules.

Guaranteed Annuity Portion – means the portion of the Annuity Option where the Prizewinner is guaranteed Annuity payments for the first twenty (20) years of the Claimant's Measuring Life as may be defined in these Game Rules.

Internal Control Systems or ICS means a system maintained by a Lottery that records and reports game sales, prize wins, and other information as required by the Lotteries or Game Administrator.

Liability Limit – means a pre-established threshold, as determined and announced by the Selling Lotteries before sales commence for a Drawing to which the threshold applies. The Liability Limit will be posted on the Selling Lotteries' websites

Lottery or Lotteries; Selling Lottery or Selling Lotteries – means the Lottery or Lotteries that operate the Millionaire for Life game.

Official Game Rules – means the official game rules adopted by each Lottery that is offering the Millionaire for Life game. Individual lottery game rules will not conflict with these Game rules.

Measuring Life or Life – means the period over which a Grand Prize or Second Level Prize is paid out under the Annuity Option. For each Winning Ticket, the Measuring Life shall be the natural life of the individual who the Lottery determines to be a valid Prizewinner. However, for the following Claimants, the Measuring Life shall be fixed at twenty (20) years:

- A legal Entity other than an individual.
- More than one natural person who claims a Prize on the same Ticket.
- If allowed by a Selling Lottery, a minor under the age of 18, or any group including a minor under the age of 18.

Millionaire for Life Sales Cut-off – means the time after which Lottery Plays will not be accepted for that Drawing. The Sales Cut-Off occurs Monday through Sunday no later than sixty (60) minutes prior to each Drawing.

Multi-Draw – means a Game feature which allows a Player to select Plays for up to ninety (90) consecutive Drawings on one (1) or more Tickets, starting with the next scheduled Drawing. The cost of a Multi-Draw Ticket depends on the number of Draws and the number of Plays that are selected.

Pari-Mutuel – means the appropriate Prize is divided by the number of Winning Plays for a Prize Level.

Play or Wager – means for each play a Player selects five (5) different numbers from the First Set of Numbers and one (1) additional number from the Second Set of Numbers. The additional number from the Second Set of Numbers may be the same number as one of the five numbers a Player selects from the First Set of Numbers. A Player may select numbers by communicating the six (6) numbers to a lottery Retailer or Courier; by marking five (5) numbered spaces in the First Set of Numbers and one (1) numbered space in the Second Set of Numbers on a Millionaire for Life Play Slip and submitting it to a Retailer; or by requesting a Computer Pick from a Retailer. Additionally, the Lottery may authorize other means to place a Wager, such as through a Subscription or other type of Ticketless Transaction. The Retailer shall then issue a Ticket containing the selected set or sets of numbers and the Prize payment option, each of which constitutes a Play. Each Play costs $5.00, or as otherwise determined by all Selling Lotteries.

Play Slip/Bet Slip – means an optically readable card on paper stock issued by the Lottery that a Player uses to make a Millionaire for Life Play or Plays.

Player or Purchaser – means a person at least eighteen (18) years of age, who purchases a Ticket.

Plays per Ticket – means the number of Plays printed on a single Ticket. Selling lotteries will determine how many Plays can be provided on a Ticket.

Prize or Prizes – means the Prize levels as defined in these Game Rules.

Prize Pools – means the number of dollars available to fund all Prizes. The Prize Pool for any Drawing is expected to be 55% of sales.

Prize Level – means the Prizes as defined in these and the Lottery's Game Rules.

Prizewinner – means a Player who is entitled, as a result of successful Claimant verification and successful Play/Ticket validation, to receive a Prize under the rules of this Game.

Registered Play – means a wager where the Play is owned by a specifically identified Player through a means acceptable to the Selling Lottery, and which is recorded on the Selling Lottery's central gaming system and internal control system.

Second Level or Match 5 Prize means the Prize amount awarded for matching 5 out of 58 numbers in the First Set of Numbers and none out of five (5) numbers in the Second Set of Numbers, subject to limitations set out below.

Second Set of Numbers means the second set of numbers from one (1) to five (5). A number in the Second Set of Numbers may be the same as one (1) through five (5) selected from fifty-eight (58) in the First Set of Numbers.

Subscription or Subscription Play means an extended, Multi-Draw purchase option wherein the same set(s) of numbers may be placed for a specified number of consecutive draws effective on a future prescribed date. If a purchased set of numbers on a Subscription matches the randomly selected Winning Numbers in the applicable Drawing for either the Grand Prize or Second Prize, a claim form for the Subscription Play must still be presented, in writing, to the Lottery that sold the Subscription.

Terminal – means a device that is authorized by the Lottery to interact with the Lottery's central gaming system to issue Lottery Tickets and to enter, receive and process Lottery transactions that may include issuing Tickets, validating Tickets and transmitting reports. This includes Player Self-Service Terminals (PSST) for the purchase of Millionaire for Life Tickets. When using a PSST, the Player may make selections by inserting a completed Play or Bet Slip into the PSST's optical mark reader, or by manually entering the selections on the PSST touch screen or selecting a Computer Pick option. Note: some PSST's may not support all of the differing methods of number selection.

Ticket – means an official Millionaire for Life game Ticket, produced on official paper stock by a Retailer in an authorized manner, bearing Player or computer selected numbers, Game name, Drawing date, amount of Wager, and validation data which contain the Play or Plays selected by the Player, either manually or by Computer Pick.

Ticketless Transaction – means any Registered Play that is not printed on paper that meets the anti-counterfeiting requirements required by the Selling Lotteries. Examples of Ticketless Transactions include internet, subscription, and other types of Registered Plays.

Wager – See "Play".

Winning Numbers – means the five (5) one- (1) or two- (2) digit numbers from the First Set of Numbers, and a one (1) digit number from five (5) in the Second Set of Numbers, randomly selected during a Millionaire for Life Drawing, that shall be used to determine the Winning Play.

Winning Play(s) – means the Play(s) that matches the Winning Numbers.

Winning Ticket – means a Ticket that has passed all Lottery validation and security requirements and that contains a set of numbers entitling Claimant to a Prize. Each Winning Ticket must meet all Play validation requirements as established by the Lottery that sold the Play.

Unclaimed Prize – means a Prize that has not been formally claimed or redeemed by a Claimant within the specified claim period as set forth in these and/or the game rules as provided by the Selling Lottery. In no event shall any Prize that remains unclaimed after the period set by these Game rules become or constitute unclaimed property or abandoned property.

OFFICE OF CONTRACTING AND PROCUREMENT

NOTICE OF PROPOSED RULEMAKING

The Chief Procurement Officer of the District of Columbia, pursuant to the authority set forth in Sections 204 and 1106 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code §§ 2-352.04 and 2-361.06) (the "Act"), hereby gives notice of her intent to adopt the following amendments to Section 2425 (Letter Contracts) of Chapter 24 (Types of Contracts) of Title 27 (Contracts and Procurement) of the District of Columbia Municipal Regulations ("DCMR") in not less than thirty (30) days after the publication of this notice in the *District of Columbia Register*.

This rulemaking would amend Section 2425 to clarify the use of letter contracts. Specifically, this rulemaking would rescind Subsection 2425.4, which prohibits a letter contract from being entered into without competition except as provided for in Chapter 17 (Sole Source and Emergency Procurements). This provision is being proposed for rescission to clarify that letter contracts may be used under any procurement method.

The rulemaking would also amend Subsection 2425.5, which states that amendments to a letter contract shall be subject to the same requirements as a new letter contract. This provision is being proposed for amendment to clarify the provision's intended effect. In addition, the rulemaking would make certain, clarifying non-substantive changes to the wording of Subsection 2425.5.

Finally, this rulemaking would make clarifying edits to Subsection 2425.9 to remove references to fees, because the term "fee" is not used in the District's pricing schedules and because the term "price" as used in Subsection 2425.9 already encompasses any fees that may be built into a contract.

Chapter 24, TYPES OF CONTRACTS, of Title 27, CONTRACTS AND PROCUREMENTS, of the DCMR is amended as follows:

Section 2425, LETTER CONTRACTS, is as follows:

Subsection 2425.4 is amended to read as follows:

2425.4 [Reserved]

Subsection 2425.5 is amended to read as follows:

2425.5 A letter contract shall not be amended to add a new requirement unless the new requirement is inseparable from the existing letter contract.

Subsection 2425.9 is amended to read as follows:

2425.9 In procurements by other than competitive sealed bids, if the contracting officer and the contractor cannot negotiate a definitive contract because of failure to reach agreement regarding price, the contractor shall be required to continue the work and the contracting officer may, with the approval of the Director, determine a reasonable price, subject to review in accordance with Chapter 38 (Protests, Claims, and Disputes) of this title.

All persons desiring to comment on the subject matter of this proposed rulemaking may submit comments, in writing, by postal mail or hand delivery, not later than thirty (30) days after the publication of this notice in the *District of Columbia Register*, with the Chief Procurement Officer, 441 4th Street, 330 South, Washington, D.C. 20001. Comments may also be submitted by email to OCPRulemaking@dc.gov. A copy of this proposed rulemaking may be obtained, at cost, by writing to the above address and are also available electronically, at no cost, on the Office of Document and Administrative Issuances' website at www.dcregs.dc.gov.

DEPARTMENT OF HEALTH CARE FINANCE

NOTICE OF PROPOSED RULEMAKING

The Director of the Department of Health Care Finance (DHCF), pursuant to the authority set forth in Section 6(6) of the Department of Health Care Finance Establishment Act of 2007, effective February 27, 2008 (D.C. Law 17-109; D.C. Official Code § 7-771.05(6)), and in An Act To enable the District of Columbia to receive Federal financial assistance under title XIX of the Social Security Act for a medical assistance program, and for other purposes, approved December 27, 1967 (81 Stat. 744; D.C. Official Code § 1-307.02), hereby gives notice of his intent to adopt the following amendments to Chapter 14 (Healthcare Assistance Reimbursement) of Title 29 (Public Welfare) of the District of Columbia Municipal Regulations ("DCMR") in not less than thirty (30) days from the date of publication of this notice in the *District of Columbia Register*.

Federal law requires states and the District of Columbia ("the District") to assure that Medicaid recipients utilize all other resources available to them to pay for all or part of their medical care needs before turning to Medicaid. This includes ensuring that the District takes all reasonable measures to identify legally liable third parties, determine the liability of third parties, avoid payment of third-party claims, and recover reimbursement from third parties. Medicaid pays only after all third-party payors have met the legal obligation to pay, as Medicaid is the payer of last resort.

Federal guidance in the Center for Medicare and Medicaid Services (CMS)'s State Medicaid Director Letter # 23-002, *Third-Party Liability in Medicaid: State Compliance with Changes Required in Law and Court Rulings*, required all states to submit a Medicaid State Plan amendment ("SPA") to provide assurances with two (2) new third-party requirements as stated in Section 202 (a)(1)(ii) of Title II of Division P of the Consolidated Appropriations Act, 2022, approved March 15, 2022 (136 Stat. 49; P.L. 117-103). The guidance also stated that under a 2022 Supreme Court decision, states may create liens on injury settlement proceeds attributable to future medical expenses.

Third-Party Payor Assurances

Section 202(a)(1)(ii) of Title II of Division P of the Consolidated Appropriations Act of 2022 ("CAA, 2022"), approved March 15, 2022 (136 Stat. 49; Pub. L. 117-103) (amending Section 1902(a)(25)(I) of the Social Security Act, approved July 30, 1965 (79 Stat. 286; 42 U.S.C.§ 1396a(a)(25)(I)), requires that a state provide assurances in its State Plan that laws exist in the state that mandate that certain responsible third-party payers who require prior authorization for an item or service, accept an authorization provided by the state that the item or service is covered under the State Plan (or waiver of the State Plan) to satisfy the prior authorization requirement. CAA, 2022 also requires that third-party payers respond to a state inquiry regarding a health care claim within sixty (60) days of receiving the inquiry.

Liens on Future Medical Expenses

In *Gallardo v. Marstiller*, 596 U.S. 420 (2022), the United States Supreme Court (USSC) concluded that states are permitted to create a lien over injury settlement proceeds attributable to a beneficiary's future medical expenses. Although the USSC permits state agencies to recover from settlement portions allotted for future medical care in certain circumstances, DHCF *will not* seek recovery from settlement funds or jury awards granted to a Medicaid beneficiary for future medical care.

DHCF submitted a SPA in compliance with the third-party liability requirements in Section 202 of Title II of Division P of the Consolidated Appropriations Act of 2022 ("CAA, 2022"), approved March 15, 2022 (136 Stat. 49; Pub. L. 117-103), discussed above. CMS approved the SPA on February 21, 2024, with an effective date of February 1, 2024.

This rulemaking aligns the District's third-party liability rules with the CAA, 2022 requirements and reflects current reimbursement policies of the Medicaid program. There is no fiscal impact projected for this rulemaking.

Additionally, this rulemaking removes Sections 1451 and 1452, on chore and homemaker services, from Chapter 14 of Title 29, as the rules for those services have been moved to Chapter 42 of the same title.

The Director of DHCF gives notice of his intent to adopt these proposed rules as final in not less than thirty (30) days after the date of publication of this notice in the *District of Columbia Register*.

Chapter 14, HEALTH-CARE ASSISTANCE REIMBURSEMENT, of Title 29 DCMR, PUBLIC WELFARE, is amended as follows:

Section 1400, RIGHT TO REIMBURSEMENT, is amended as follows:

Subsection 1400.3 is amended as follows:

1400.3 In determining the unreimbursed value of health and health-related care and treatment that the District undertakes to provide directly to a beneficiary, the Department shall refer directly to the agency or institution which rendered the care or treatment to determine health or health-related cost for care and treatment.

A new Subsection 1400.4 is added as follows:

1400.4 All DHCF contractors, including managed care organizations who provide services to Medicaid beneficiaries, shall comply with all applicable federal and District statutes and regulations.

Section 1401, NOTICE OF KNOWN OR SUSPECTED THIRD-PARTY LIABILITY, is amended as follows:

Subsections 1401.1 through 1401.5 are amended to read as follows:

1401.1 Any individual, authorized representative, institutional health-care provider, or managed care plan that bills the District for health-care assistance furnished to a beneficiary shall provide the Department with written notice of any known or suspected third-party liability as required in D.C. Code § 4-606(a). The written notice of known or suspected third-party liability shall include the following:

(a) The beneficiary's name, date of birth, address, social security number, and Medicaid recipient number, if any;

(b) The name, address, and telephone number of the liable third-party, if known;

(c) A description of the incident causing the injury or illness, including the date and location;

(d) A description of the types of injuries sustained and whether treatment is ongoing; and

(e) A HIPAA release form signed and dated by the Medicaid recipient.

1401.2 A beneficiary, or if represented, the beneficiary's attorney, shall provide the Department and the District of Columbia Office of the Attorney General ("OAG") with written notice of any known or suspected third-party liability before taking any steps to recover damages or costs arising from an incident involving the third party. The written notice of intent to recover damages shall include the following:

(a) The beneficiary's name, date of birth, address, social security number, and Medicaid recipient number, if any;

(b) The name, address, and telephone number of the beneficiary's attorney, if any;

(c) The name, address, and telephone number of the third party;

(d) The name, address, and telephone number of the third party's attorney, if known;

(e) The name, address, and telephone number of the third party's insurer, if known;

(f) The name, address, and telephone number of beneficiary's insurer, if known;

(g) A description of the incident causing the injury or illness, including the date

and location; and

(h) A letter of representation from the beneficiary's attorney, if any, which shall include the beneficiary's signature.

1401.3 Upon receipt of a written notice of known or suspected liability of a third party pursuant to §§ 1401.1 and 1401.2, the Department shall respond to the beneficiary or, if represented, the beneficiary's attorney within sixty (60) calendar days and provide the dollar amount or monetary value of health-care assistance provided to or paid for on behalf of the beneficiary by the District for the incident related to the injury or illness.

1401.4 A third-party payer shall respond to a state inquiry regarding a healthcare claim from the Department within sixty (60) days of receiving the inquiry.

1401.5 If the beneficiary separately institutes a proceeding against or settlement negotiations with a third party, the beneficiary or if represented, the beneficiary's attorney shall inform the third party that the District also has a claim, and shall give the Department and OAG written notice of the action or settlement negotiations, by certified mail, email or personal service, within twenty (20) calendar days after instituting a proceeding or beginning settlement negotiations.

Subsections 1401.6 and 1401.7 are repealed.

Section 1402, ENFORCEMENT OF RIGHT TO REIMBURSEMENT, is repealed.

Section 1403, [RESERVED], is renamed and amended to read as follows:

1403 BARRING RESPONSIBLE THIRD PARTIES FROM REFUSING TO PAY FOR ITEMS OR SERVICES BASED SOLELY ON THE ABSENCE OF PRIOR AUTHORIZATION

1403.1 If a responsible third-party payer, other than a third-party payer described in the first parenthetical of Section 1902(a)(25)(I)(ii)(II) of the Social Security Act, 42 U.S.C. § 1396(a)(25)(I)(ii)(II), requires prior authorization for an item or service furnished to a beneficiary, the responsible third-party payer shall accept the authorization provided by the District that the item or service is covered under the State Plan (or waiver of such plan) for the beneficiary, as if such authorization were the prior authorization made by the third party for such item or service.

Section 1404, PERFECTION AND PAYMENT OF LIEN, is amended as follows:

Subsection 1404.2 through 1404.4 are amended to read as follows:

1404.2 After a third party deducts a beneficiary's litigation costs and reasonable attorney's fees, a third party who is aware that the District might have a claim for

reimbursement for health care assistance provided to or paid for on behalf of the beneficiary shall not satisfy the remainder of a judgment or settlement awarded to or executed in favor of the beneficiary without first giving the Department, or its designee, both written notice of the judgment or settlement and thirty (30) calendar days from the date the written notice is received by the Department, or its designee, to determine the appropriateness of a lien, and if appropriate, to perfect the lien.

1404.3 To perfect a lien under the Health-Care Assistance Reimbursement Act of 1984, D.C. Law 5-86, D.C. Code § 4-601 *et seq.*, the Department, or its designee, shall do the following:

(a) File in the Office of the Recorder of Deeds, in a docket provided for this type of lien, a written notice containing the beneficiary's name and address, the approximate date and location of the incident that caused or allegedly caused the beneficiary's injury or illness, and the name of the third party; and

(b) Provide by personal service or certified mail a copy of the written notice of lien, together with a statement of the date of filing to the beneficiary directly or in care of the beneficiary's attorney, if any, the third party, directly or in care of the third party's attorney, and if ascertained by the Department, or its designee, the insurance company which has insured the beneficiary or third party against liability.

1404.4 If, after receiving a notice of lien under § 1404.3, a beneficiary, third party, or an insurer disposes of funds covered by a lien without paying the District the amount of its lien that could have been satisfied with those funds after paying off any prior liens, the Office of the Attorney General, may, on behalf of the District, institute a civil action against that beneficiary, third party, or insurer, within one (1) year from the date that the funds were improperly disposed of, to recover any amount the District is otherwise unable to recover because of the improper disposition of funds.

Subsection 1404.5 is repealed.

A new Subsection 1404.7 is added as follows:

1404.7 The District shall not place liens on settlement funds or jury awards granted to Medicaid beneficiaries for future medical care.

Section 1405, WAIVER OF RIGHT TO REIMBURSEMENT, is amended as follows:

Subsections 1405.1 through 1405.3 are amended to read as follows:

1405.1 The Office of Attorney General (OAG), with the concurrence of the Director, may waive, in whole or in part, enforcement of the District's claim against a third-party if enforcement in a particular case would not be cost effective or would result in

undue hardship to the beneficiary, including any dependents or survivors of the actual recipient of health-care assistance.

1405.2 If waiver is based on the avoidance of undue hardship, OAG may in addition void the legal subrogation or assignment effected pursuant to §1400.2.

1405.3 In determining whether and to what extent reimbursement should be sought or awarded under D.C. Official Code § 4-604, OAG shall give due consideration to the extent of the beneficiary's injuries and his or her current and future medical needs, including the current and future needs of any dependents or survivors of the actual recipient of health-care assistance.

Section 1450, PERSONAL NEEDS ALLOWANCES, is amended as follows:

Subsection 1450.1 is amended as follows:

1450.1 The Department shall allow each eligible individual to retain a personal needs allowance in accordance with 29 DCMR § 9804.4.

Section 1451, INCOME LEVELS FOR CHORE AND HOMEMAKER SERVICES PROGRAMS, is repealed.

Section 1452, CHORE AND HOMEMAKER SERVICES; PROGRAM LIMITATIONS, is repealed.

Section 1499, DEFINITIONS, is amended as follows:

Subsection 1499.1 is amended to read as follows:

1499.1 As used in this chapter, the following terms and phrases shall have the meanings ascribed:

Beneficiary - any individual who has received health-care assistance from the District and, if applicable, that individual's guardian, conservator, personal representative, estate, dependents, and survivors.

Department - the D.C. Department of Healthcare Finance

Health-care assistance - the health or health-related care and treatment that the District has undertaken to provide free-of-charge or a discounted rate, or to pay for through Medicaid or the Medical Charities Program, or any other program and includes future care and treatment that the Department reasonably anticipates will be provided or paid for by the District. The term "Health-care assistance" includes medical, surgical, nursing, dental, hospital, nursing home, hospice and home care, prostheses and medical appliances, physical and occupational therapy, counseling and

psychotherapy, social work, related transportation costs, and funeral and burial expenses.

Third party - a third-party tortfeasor, beneficiary's insurer, or any other individual, organization, or entity, that is or may be liable to a beneficiary, in tort or contract, for all or part of the care and treatment the District has undertaken to provide or pay for as health-care assistance.

Unreimbursed value of health care assistance - the value or cost of the health and health-related care and services provided directly or through contract to the beneficiary by the District of Columbia.

Comments on the proposed rule shall be submitted, in writing, to Melisa Byrd, Senior Deputy Director/State Medicaid Director, Department of Health Care Finance, 441 4th Street, NW, Suite 900S, Washington, D.C. 20001, via telephone on (202) 442-8742, via email at DHCFPubliccomments@dc.gov, or online at www.dcregs.dc.gov, within thirty (30) days after the date of publication of this notice in the *District of Columbia Register*. Copies of the proposed rule may be obtained from the above address.

DEPARTMENT OF HEALTH CARE FINANCE

NOTICE OF PROPOSED RULEMAKING

The Director of the Department of Health Care Finance ("DHCF"), pursuant to the authority set forth in Section 6(6) of the Department of Health Care Finance Establishment Act of 2007, effective February 27, 2008 (D.C. Law 17-109; D.C. Official Code § 7-771.05(6)), and in An Act To enable the District of Columbia to receive Federal financial assistance under title XIX of the Social Security Act for a medical assistance program, and for other purposes, approved December 27, 1967 (81 Stat. 744; D.C. Official Code § 1-307.02), and Mayor's Order 2024-115, dated July 1, 2024, hereby gives notice of his intent to adopt the following proposed amendments to Chapter 50 (Medicaid Reimbursements For Personal Care Aide Services) and Chapter 97 (Adult Day Health Program Services) of Title 29 (Public Welfare) of the District of Columbia Municipal Regulations (DCMR) in not less than thirty (30) days after the date of publication of this notice in the *District of Columbia Register*.

DHCF is the single state agency responsible for the administration of the State Medicaid program under Title XIX of the Social Security Act and Children's Health Insurance Program under Title XXI of the Act in the District. This rulemaking amends provider responsibilities for Personal Care Aide ("PCA") services. PCA services are health-related services that are provided to individuals because they are unable to perform one or more activities of daily living such as bathing, dressing, toileting, ambulation, or feeding oneself, because of a medical condition or cognitive impairment causing a substantial disability. The proposed rules modify the recordkeeping requirements for PCA services, including by requiring PCA service providers to record those services on a DHCF-provided timesheet or another document that includes all the data elements listed on the DHCF-provided timesheet. These amendments will allow DHCF to increase oversight and better monitor the appropriateness of PCA services being delivered to beneficiaries.

The rulemaking also amends provisions governing the District's Dual Eligible Special Needs Program ("D-SNP"), which combines Medicare coverage with Medicaid coverage to improve access to care and the coordination of benefits for people enrolled in the program. One of the services covered by D-SNPs is the District's Adult Day Health Program. This rulemaking clarifies conflict of interest safeguards required by the Centers for Medicare and Medicaid Services for D-SNPs when administering Adult Day Health Program services.

Chapter 50, MEDICAID REIMBURSEMENTS FOR PERSONAL CARE AIDE SERVICES, of Title 29 DCMR, PUBLIC WELFARE, is amended as follows:

Section 5006, PROGRAM REQUIREMENTS, is amended as follows:

Subsection 5006.4 is amended to read as follows:

5006.4 A Provider has an ongoing responsibility to verify that:

(a) Each beneficiary that receives PCA services from the Provider has current eligibility for the District of Columbia Medicaid program;

(b) Each beneficiary is eligible for and authorized to receive PCA services; and

(c) All PCA services are recorded on either the Time and Activity Timesheet provided by DHCF or another document that includes all data elements listed on the Time and Activity Timesheet provided by DHCF.

Section 5013, RECORDS, is amended as follows:

Subsection 5013.1 is amended to read as follows:

5013.1 Each Provider shall maintain complete and accurate records reflecting the specific PCA services provided to each beneficiary for a service billed. Such records must be:

(a) Maintained for a period of at least ten (10) years. If DHCF notifies the provider of an impending audit prior to the end of the ten (10) year record maintenance period, or if an audit is underway at the end of the ten (10) year record maintenance period, records must be maintained until the audit is completed; and

(b) Recorded pursuant to § 5006.4(c).

Section 5015, REIMBURSEMENT, is amended as follows:

Subsection 5015.3 is amended to read as follows:

5015.3 Each Provider shall maintain adequate documentation substantiating the delivery of allowable services provided, in accordance with § 5013.1, the PCA service authorization, and the beneficiary's plan of care, for each unit of service submitted on every claim.

Chapter 97, ADULT DAY HEALTH PROGRAM SERVICES, is amended as follows:

A new Subsection 9709.10 of Section 9709, SERVICE AUTHORIZATION REQUEST REQUIREMENTS, is added to read as follows:

9709.10 If a beneficiary is enrolled in a dual eligible special needs plan (D-SNP) under Chapter 57 of this title:

(a) The D-SNP shall be responsible for developing the person-centered service plan for the beneficiary in accordance with 42 C.F.R. § 441.725;

(b) The D-SNP shall submit the person-centered service plan to DHCF for DHCF's review and approval; and

(c) The provider selection process for DHCF approved services provided under the D-SNP shall be facilitated by the District's third-party long-term care services (LTCS) contractor.

Comments on the proposed rule shall be submitted, in writing, to Melisa Byrd, Deputy Director/State Medicaid Director, Department of Health Care Finance, 441 4th Street, NW, Suite 900S, Washington, D.C. 20001, by email to DHCFPubliccomments@dc.gov, or online at www.dcregs.dc.gov, within thirty (30) days after the date of publication of this notice in the *District of Columbia Register*. Copies of the proposed rule may be obtained from the above address.

ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA
NOTICE OF PROPOSED RULEMAKING
Z.C. Case No. 08-06S
(Text Amendment – 11 DCMR)
Technical Correction to Z.C. Order 08-06A

The Zoning Commission for the District of Columbia (Commission), pursuant to its authority under § 1 of the Zoning Act of 1938, approved June 20, 1938 (52 Stat. 797), as amended; D.C. Official Code § 6-641.01 (2012 Rep1.)), hereby gives notice of its intent to amend Subtitle I (Downtown Zones) of Title 11 (Zoning Regulations of 2016) of the District of Columbia Municipal Regulations (DCMR) to make a technical correction to an amendment made by Z.C. Order No. 08-06A (Order).

The proposed corrections are technical and not substantive changes. These changes would provide additional clarity in the regulations which would be of benefit to all DC residents and landowners; and would make the regulations easier to understand and administer. A complete explanation for the technical corrections proposed may be found in the Office of Planning report, which appears as Exhibit 2 in this case, and which may be accessed on the Office of Zoning website at http://dcoz.dc.gov.

Final rulemaking action shall be taken not less than thirty (30) days from the date of publication of this notice in the *District of Columbia Register*.

The following amendments to Title 11 DCMR are proposed (additions are shown in **bold underlined** text; and deleted text is shown in **bold ~~strikethrough~~** text):

I. Amendments to Subtitle I, DOWNTOWN ZONES

A new subsection 207.2 is added to § 207, COURT REQUIREMENTS, of Chapter 2, DEVELOPMENT STANDARDS FOR DOWNTOWN (D) ZONES, to read follows:

207.2 **The Board of Zoning Adjustment may grant relief from the minimum court requirements as a special exception pursuant to Subtitle X , Chapter 9.**

All persons desiring to comment on the subject matter of this proposed rulemaking action should file comments in writing no later than thirty (30) days after the date of publication of this notice in the *District of Columbia Register*. Comments should be filed with Sharon Schellin, Secretary to the Zoning Commission, Office of Zoning, through the Interactive Zoning Information System (IZIS) at https://app.dcoz.dc.gov/Login.aspx; however, written statements may also be submitted by e-mail to ZCsubmissions@dc.gov; by mail to 441 4th Street, N.W., Suite 200-S, Washington, D.C. 20001; or by fax to (202) 727-6072. Ms. Schellin may be contacted by telephone at (202) 727-6311 or by email at Sharon.Schellin@dc.gov. Copies of this proposed rulemaking action may be obtained at cost by writing to the above address.

DISTRICT OF COLUMBIA HOUSING AUTHORITY

NOTICE OF EIGHTH EMERGENCY AND PROPOSED RULEMAKING

The Stabilization and Reform Board (Board) of the District of Columbia Housing Authority (DCHA), pursuant to the authority set forth in the District of Columbia Housing Authority Act of 1999, effective May 9, 2000 (D.C. Law 13-105; D.C. Official Code § 6-203 and § 6-210.02), hereby gives notice of the adoption, on an emergency basis, of the following amendments to Chapters 60 (Low Rent Housing: General Provisions), 61 (Public Housing: Admission and Recertification), 62 (Low Rent Housing: Rent and Lease), 63 (Low Rent Housing: Grievance Procedures), 64 (Low Rent Housing: Public Housing Transfer Policy), 65 (Low Rent Housing: Maintenance and Inspection), 66 ([Reserved]), 67 ([Reserved]), 68 ([Reserved]), 70 ([Reserved]), 73 ([Reserved]), 74 (Reasonable Accommodation Policies and Procedures), 77 ([Reserved]), 78 ([Reserved]), 79 ([Reserved]), 80 ([Reserved]) and 81 (Rental Subsidy Programs: Housing Quality Standards and Inspections) to Title 14 (Housing) of the District of Columbia Municipal Regulations (DCMR).

The proposed rulemaking amends and restates the existing Chapters 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 73, 74, 77, 78, 79, 80 and 81 to Title 14 (Housing) of the District of Columbia Municipal Regulations (DCMR) to address and remediate the issues identified by the United States Department of Housing and Urban Development (HUD) in its 2022 assessment of DCHA.

On April 12, 2023, the First Notice of Emergency and Proposed Rulemaking was adopted by Board. The emergency rules became effective on that date and were published in the *District of Columbia Register* on May 5, 2023 at 70 DCR 006436.

On August 2, 2023, the Second Notice of Emergency and Proposed Rulemaking was adopted by the Board. The emergency rules became effective on that date and were published in the *District of Columbia Register* on September 1, 2023 at 70 DCR 011658.

On December 13, 2023, the Third Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date and was published in the *District of Columbia Register* on December 22, 2023 at 70 DCR 016152.

On April 10, 2024, the Fourth Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date and was published in the *District of Columbia Register* on April 26, 2024 at 71 DCR 004700.

On June 12, 2024, the Fifth Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date and was published in the *District of Columbia Register* on July 12, 2024 at 71 DCR 008051.

On October 9, 2024, the Sixth Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date and was published in the *District of Columbia Register* on November 8, 2024 at 71 DCR 013616.

On January 27, 2025, the Seventh Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date and was published in the *District of Columbia Register* on February 21, 2025 at 72 DCR 001698.

On May 14, 2025, the Eighth Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date. These emergency rules will remain in effect for up to one hundred twenty (120) days from the date of adoption, until January 8, 2026, or upon publication of a Notice of Final Rulemaking in the *District of Columbia Register*, whichever occurs first.

Per D.C. Official Code § 2-505(c) emergency rulemakings are promulgated when the action is necessary for the immediate preservation of the public peace, health, safety, welfare, or morals. In reissuing the proposed rulemaking, DCHA will continue to work with HUD to obtain specific responses to the regulations before adoption of Final Regulations. HUD has advised DCHA it is still undertaking its review of the regulations. In addition, during the Emergency and Proposed rule-making period, DCHA will continue to engage with community stakeholders, advocates, residents, and resident councils regarding the proposed changes before adoption of Final Regulations.

Chapter 60, LOW RENT HOUSING: GENERAL PROVISIONS, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 60 OVERVIEW OF THE PUBLIC HOUSING PROGRAM AND ADMISSIONS AND CONTINUING OCCUPANCY PLAN

6000 INTRODUCTION

6000.1 The District of Columbia Housing Authority (DCHA) receives its subsidy for the public housing program from the United States Department of Housing and Urban Development (HUD). DCHA is not a federal department or agency. DCHA is a governmental or public body, created and authorized by state law per DC Code § 6-202 to develop and operate housing and housing programs for low-income families. DCHA enters into an Annual Contributions Contract (ACC) with HUD to administer the public housing program. DCHA must ensure compliance with federal laws, regulations, and notices and must establish policies and procedures to clarify federal requirements and to ensure consistency in program operation.

6000.2 This chapter contains information about DCHA and its programs with emphasis on the public housing program. It also contains information about the purpose, intent, and use of the Admissions and Continuing Occupancy Plan (ACOP or Policy). There are three (3) sections to this chapter:

(a) The District of Columbia Housing Authority. Sections §§ 6000.1 to 6001.9 includes a description of DCHA, its jurisdiction, its programs, and its mission and intent;

(b) The Public Housing Program. Sections §§ 6002.1 to 6002.17 contains information about public housing operation, roles and responsibilities, and partnerships; and

(c) The Admissions and Continued Occupancy Plan. Sections §§ 6003.1 to 6003.8 sets forth the purpose and organization of the plan and its revision requirements.

6001 DISTRICT OF COLUMBIA HOUSING AUTHORITY

6001.1 This §6001 describes DCHA's creation and authorization, the general structure of the organization, and the relationship between the DCHA Board of Commissioners (Board) and DCHA staff.

6001.2 Public housing is funded by the federal government and administered by DCHA for the jurisdiction of the District of Columbia.

6001.3 The Board governs DCHA.

6001.4 Commissioners are appointed in accordance with District law. The Board establishes policies under which DCHA conducts business.

6001.5 [RESERVED]

6001.6 The principal staff member of DCHA is the Executive Director (ED), who is selected and hired by the Board. The ED oversees the daily operations of DCHA and is directly responsible for carrying out the policies established by the Board.

6001.7 [RESERVED]

6001.8 [RESERVED]

6001.9 [RESERVED]

6002 THE PUBLIC HOUSING PROGRAM

6002.1 The intent of § 6002 is to provide an overview of public housing.

6002.2 The United States Housing Act of 1937 (1937 Act), as amended, is the primary statute governing the public housing program.

6002.3 [RESERVED]

6002.4 [RESERVED]

6002.5 [RESERVED]

6002.6 HUD contracts with DCHA to administer programs in accordance with HUD regulations and provides public housing subsidy to DCHA. DCHA must create written policies that are consistent with HUD regulations, as may be modified by DCHA's Moving to Work (MTW) Agreement and MTW Plans. Among these policies is DCHA's ACOP. The ACOP must be approved by the Board.

(a) DCHA is a participant in the MTW program. MTW allows participating public housing agencies to design and test inventive approaches to local housing and policy issues. In federal fiscal year 2016, DCHA's MTW agreement with HUD was extended to 2028. As a result, DCHA is able to continue implementation of the flexibilities made possible by the MTW designation, in addition to identifying other innovations designed to address local affordable housing issues.

(b) DCHA's ACOP includes policies which have been developed and implemented under the MTW program. In accordance with its MTW Agreement with HUD, DCHA requests approval from HUD to establish MTW policies and waive certain provisions of the 1937 Act and its implementing regulations through the MTW Plan. The policies adopted by DCHA, under the MTW Agreement, will remain in force through the term of the MTW Agreement and will supersede existing and applicable HUD requirements unless and until amended.

6002.7 The job of DCHA, pursuant to HUD regulations is to provide safe, habitable dwelling units to low-income families at an affordable rent. DCHA screens applicants for public housing and, if they are determined to be eligible for the program, DCHA makes an offer of a housing unit. If the applicant accepts the offer, DCHA and the applicant enter into a written lease agreement. At this point, the applicant becomes a tenant in the public housing program.

6002.8 In the context of the public housing program, a tenant is defined as the adult person(s) (other than a live-in aide) who (a) executed the lease with DCHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (b) who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit in accordance with 24 CFR § 966.53. The terms "tenant" and "resident" are used interchangeably in this ACOP. Additionally, the ACOP uses the term "family" or "families" for residents or applicants, depending on context.

6002.9 [RESERVED]

6002.10 [RESERVED]

6002.11 In addition to the ACC, DCHA and the family must also comply with federal

regulations and other HUD publications and directives. For the public housing program to work and be successful, all parties involved – HUD, DCHA, and the tenant – play an important role.

6002.12 Federal law is the source of HUD responsibilities. HUD has the following major responsibilities:

(a) Develop regulations, requirements, handbooks, notices, and other guidance to implement housing legislation passed by Congress;

(b) Allocate operating subsidies to PHAs;

(c) Allocate capital funding to PHAs;

(d) Provide technical assistance to PHAs on interpreting and applying public housing program requirements; and

(e) Monitor PHA compliance with program requirements and PHA performance in public housing program administration.

6002.13 DCHA's responsibilities originate in federal regulations and the ACC. DCHA owns and manages public housing developments, administers the program under contract with HUD, and has the following major responsibilities:

(a) Ensure compliance with all non-discrimination, equal opportunity, and fair housing laws, and ensure that the public housing program is accessible to persons with disabilities;

(b) Establish local policies and procedures for operating the housing program;

(c) Accept applications from interested applicant families and determine whether they are income eligible for the housing program;

(d) Maintain waiting list and select families for admission;

(e) Screen applicant families for suitability as renters;

(f) Maintain housing units by making any necessary repairs in a timely manner;

(g) Make unit offers to families (minimize vacancies without overcrowding);

(h) Maintain properties to the standard of safe, habitable dwelling units (including assuring compliance with National Standards for the Physical Inspection of Real Estate, or NSPIRE);

(i) Make sure DCHA has adequate financial resources to maintain its housing

stock;

(j) Perform regular reexaminations of family income and composition in accordance with HUD requirements;

(k) Collect rent due from the assisted family and comply with and enforce provisions of the lease;

(l) Ensure that families comply with public housing program rules;

(m) Provide families with prompt and professional service; and

(n) Comply with all applicable fair housing and equal opportunity requirements, HUD regulations and requirements as may be amended by DCHA's MTW Agreement, the ACC, HUD-approved applications for funding, the ACOP, other applicable federal, state and local laws and DCHA's MTW Agreement.

6002.14 The tenant's responsibilities are articulated in the public housing lease. The tenant has the following broad responsibilities:

(a) Comply with the terms of the lease and DCHA's house rules, as applicable;

(b) Provide DCHA with complete and accurate information, determined by DCHA to be necessary for administration of the public housing program;

(c) Cooperate in attending all appointments scheduled by DCHA;

(d) Allow DCHA to inspect the unit at reasonable times and after reasonable notice;

(e) Take responsibility for care of the housing unit, including any violations of NSPIRE caused by the family;

(f) Not engage in drug-related or violent criminal activity;

(g) Notify DCHA before moving or termination of the lease;

(h) Use the assisted unit only for residence and as the sole residence of the family; not subletting the unit or assigning the lease;

(i) Promptly notify DCHA of any changes in family composition;

(j) Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs; and

(k) Take care of the housing unit and report promptly maintenance problems to DCHA.

6002.15 [RESERVED]

6002.16 Applicable federal regulations affecting the ACOP include:

(a) 24 CFR Part 5: General Program Requirements;

(b) 24 CFR Part 8: Nondiscrimination;

(c) 24 CFR Part 35: Lead-Based Paint;

(d) 24 CFR Part 945: Designated Housing;

(e) 24 CFR Part 960: Admission and Occupancy Policies;

(f) 24 CFR Part 965: PHA-Owned or Leased Projects – General Provisions; and

(g) 24 CFR Part 966: Lease and Grievance Procedures.

6003 THE ADMISSIONS AND CONTINUED OCCUPANCY POLICIES

6003.1 The ACOP is DCHA's written statement of policies used to carry out the housing program in accordance with federal law and regulations, and HUD requirements. The ACOP also contains policies that support the objectives contained in DCHA's MTW Plan which is updated on an annual basis.

6003.2 All issues related to public housing not addressed in this ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices, applicable state and local laws, and DCHA procedures. If HUD regulations change and conflict with the ACOP, HUD regulations have precedence.

6003.3 DCHA's ACOP Plan comprises the following chapters of this title; Chapters 60-68, Chapter 70, Chapter 73, Chapters 77-81, and Chapter 74 ("Reasonable Accommodations Policies and Procedures"). The ACOP plan covers DCHA's policies on these subjects:

(a) The organization of the waiting list and how families are selected and offered available units, including any DCHA admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening DCHA waiting list (Chapters 63 and 64);

(b) Transfer policies and the circumstances under which a transfer would take

precedence over an admission (Chapter 77);

(c) Standards for determining eligibility, suitability for tenancy, and the size and type of the unit needed (Chapters 62 and 64);

(d) Procedures for verifying the information the family has provided (Chapter 66);

(e) The method for achieving deconcentration of poverty and income-mixing of public housing developments (Chapter 63);

(f) Grievance procedures (Chapter 79);

(g) Policies concerning payment by a family to DCHA of amounts the family owes DCHA (Chapters 80 and 81);

(h) Interim redeterminations of family income and composition (Chapter 68);

(i) Policies regarding community service requirements (Chapter 73); and

(j) Polices and rules about safety and ownership of pets in public housing (Chapter 70).

6003.4 [RESERVED]

6003.5 [RESERVED]

6003.6 [RESERVED]

6003.7 [RESERVED]

6003.8 DCHA will review and update the ACOP as needed to reflect changes in federal and local regulations and laws (where applicable), DCHA operations, DCHA's MTW policies (approved by HUD through DCHA's MTW Plan) or when needed to ensure staff consistency in operation.

Chapter 61, PUBLIC HOUSING: ADMISSION AND RECERTIFICATION, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 61 FAIR HOUSING AND EQUAL OPPORTUNITY

6100 INTRODUCTION

6100.1 This 6100 explains the laws and HUD regulations requiring DCHA to affirmatively further civil rights and fair housing in all federally assisted housing programs. The letter and spirit of these laws are implemented through consistent

policy and procedures. The responsibility to further nondiscrimination pertains to all areas of DCHA's public housing operations.

6100.2 This § 6100 describes HUD regulations and DCHA policies related to these topics in three (3) sections:

(a) Nondiscrimination. Sections §§ 6101 and 6102 present the body of laws and regulations governing the responsibilities of DCHA regarding nondiscrimination;

(b) Policies Related to Persons with Disabilities. Section 6103 discusses the rules and policies of the public housing program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42 U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004; and

(c) Prohibition of Discrimination Against Limited English Proficiency Persons. Section 6104 details the obligations of DCHA to ensure meaningful access to the public housing program and its activities by persons with limited English proficiency (LEP). This section incorporates the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons published January 22, 2007, in the Federal Register.

6101 NONDISCRIMINATION

6101.1 Federal laws require DCHA to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. DCHA shall comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing, including the following:

(a) Title VI of the Civil Rights Act of 1964;

(b) Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988);

(c) Executive Orders 11063 and 13988;

(d) Section 504 of the Rehabilitation Act of 1973;

(e) Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern);

(f) The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20;

(g) The Violence against Women Reauthorization Act of 2022 (VAWA); and

(h) Any applicable state laws or local ordinances, including but not limited to the District of Columbia Human Rights Act, D.C. Code § 2-1401.01 *et seq*, and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted.

6101.2 When more than one civil rights law applies to a situation, the laws shall be read and applied together.

6101.3 In addition to the statutes, regulations, and policies outlined in § 6101.1, DCHA shall adhere to applicable provisions of the District of Columbia Human Rights Act, available at D.C. Code § 2-1401.01 *et seq.*

6102 NONDISCRIMINATION

6102.1 Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as DCHA policies, prohibit discrimination against additional classes of people.

6102.2 DCHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (collectively, the "federal protected classes").

6102.3 Familial status involves a family with a child or children under the age of eighteen (18) living with parents or legal custodians or with designees (pursuant to written permission) of a parent or legal custodian, pregnant women, or securing custody of children under the age of eighteen (18).

6102.4 DCHA shall not discriminate on the basis of marital status, gender identity, or sexual orientation.

6102.5 DCHA acknowledges the following protected traits under the District of Columbia Human Rights Act:

(a) Race;

(b) Color;

(c) Religion;

(d) National origin;

(e) Sex;

(f) Age;

(g) Marital status;

(h) Personal appearance;

(i) Sexual orientation;

(j) Gender identity or expression;

(k) Familial status;

(l) Family responsibilities;

(m) Disability;

(n) Matriculation;

(o) Political affiliation;

(p) Source of income;

(q) Sealed eviction record;

(r) Status as a victim of an intrafamily offense;

(s) Place of residence or business; or

(t) Homeless status.

6102.6 DCHA shall not, based on protected traits under the District of Columbia Human Rights Act or Federal protected class:

(a) Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program;

(b) Provide housing that is different from that provided to others;

(c) Subject anyone to segregation or disparate treatment;

(d) Subject anyone to sexual harassment;

(e) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

(f) Treat a person differently in determining eligibility or other requirements for admission;

(g) Steer an applicant or resident toward or away from a particular area based on a protected trait under applicable District law or Federal protected class;

(h) Deny anyone access to the same level of services;

(i) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;

(j) Discriminate in the provision of residential real estate transactions;

(k) Discriminate against someone because they are related to or associated with a member of a protected class or because they are perceived to be related to or associated with a member of a protected class; or

(l) Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class under the District of Columbia Human Rights Act or the federal protected classes.

6102.7 [RESERVED]

6102.8 If an applicant or tenant family believes that any family member has been discriminated against by DCHA, the family can advise DCHA. DCHA should make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action.

6102.9 In all cases, DCHA may advise the family to file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act, District of Columbia Human Rights Act, or other applicable anti-discrimination law. Anyone who believes they have been discriminated against may file a fair housing complaint with the Department of Housing and Urban Development (for claims under applicable Federal laws) or the District of Columbia Office of Human Rights (for claims under the District of Columbia Human Rights Act).

6102.10 Upon receipt of a housing discrimination complaint, DCHA is required to:

(a) Provide written notice of the complaint to those alleged and inform the complainant that such notice was made;

(b) Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted; and

(c) Keep records of all complaints, investigations, notices, and corrective actions.

6102.11 Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify DCHA either orally or in writing.

(a) Within ten (10) business days of receiving the complaint, DCHA shall provide a written notice to those alleged to have violated the rule. DCHA shall also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

(b) DCHA shall attempt to remedy discrimination complaints made against DCHA and shall investigate all allegations of discrimination.

(c) Within ten (10) business days following the conclusion of DCHA's investigation, DCHA shall provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

(d) DCHA shall keep a record of all complaints, investigations, notices, and corrective actions.

6102.12 A complainant may, not later than one (1) year after an alleged VAWA violation has occurred or terminated, file a complaint with FHEO alleging such violation.

6102.13 If there is a violation that began prior to a year before the complaint is filed, but it continues into the one (1) year time period, HUD will accept the complaint.

6102.14 FHEO is legally required to investigate the complaint if it is timely and FHEO otherwise has jurisdiction.

6102.15 If a complaint is filed more than one (1) year after the alleged violation occurred or terminated, FHEO may, but is not required to, investigate the allegations under the additional authority and procedures described in HUD Notice FHEO 2023-01.

6102.16 Complaints do not need to allege a violation of the Fair Housing Act for FHEO to accept and investigate a VAWA complaint.

6102.17 Applicants or tenant families who wish to file a VAWA complaint against DCHA may notify DCHA either orally or in writing.

6102.18 DCHA will advise the family of their right to file a VAWA complaint with FHEO. DCHA will inform the family that not later than one (1) year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO's online complaint form via mail, email, or telephone.

6102.19 DCHA will attempt to remedy complaints made against DCHA and will conduct an investigation into all allegations of discrimination.

6102.20 DCHA will keep a record of all complaints, investigations, notices, and corrective actions. (See discussion of VAWA policy in section 8107).

6103 POLICIES RELATED TO PERSONS WITH DISABILITIES

6103.1 [RESERVED]

6103.2 DCHA shall ensure that persons with disabilities have full access to DCHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program in accordance with 24 CFR Part 8.

6103.3 DCHA shall provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy in accordance with 24 CFR § 966.7(b).

6103.4 DCHA shall ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by DCHA, by including the following language:

(a) "If you or anyone in your family is a person with disabilities, and you require a specific accommodation to fully utilize our programs and services, please contact DCHA."

(b) A specific position and phone number shall be provided as the contact person for requests for accommodation for persons with disabilities.

6103.5 DCHA shall display posters and other housing information and signage in locations throughout DCHA's office locations and developments in such a manner as to be easily readable from a wheelchair.

6103.6 DCHA shall offer reasonable accommodations to policies and procedures to all applicants in accordance with applicable law and DCHA policies under Chapter 74.

6103.7 A "reasonable accommodation" is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. For purposes of this ACOP, reasonable accommodation includes reasonable modifications, which are structural modifications to units or buildings when necessary for a person with a disability full enjoyment of the premises.

6103.8 DCHA shall consider a request for accommodations reasonable if it does not create an "undue financial and administrative burden" for DCHA, or result in a "fundamental alteration" in the nature of the program or service offered, or unless DCHA can accommodate an individual's need through other means identified through an interactive discussion with the individual requesting the accommodation. A "fundamental alteration" is a modification that alters the essential nature of a provider's operations or program.

6103.9 When it is reasonable, DCHA shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

(a) Permitting applications and reexaminations to be completed by mail, portal, website, and email;

(b) Providing "large-print" forms;

(c) Conducting home visits;

(d) Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability;

(e) Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability;

(f) Installing a ramp into a dwelling or building;

(g) Installing grab bars in a bathroom;

(h) Installing visual fire alarms for hearing impaired persons;

(i) Allowing a DCHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the financial support of the person with disabilities, and would

not be otherwise living in the unit;

(j) Providing a designated handicapped-accessible parking space;

(k) Allowing an assistance animal;

(l) Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with DCHA staff; and

(m) Displaying posters and other housing information in locations throughout DCHA's office locations and developments in such a manner as to be easily readable from a wheelchair.

6103.10 If an applicant or tenant indicates that an exception, change, or adjustment to a rule, policy, practice, building structure, or service is needed because of a disability, DCHA shall treat the information as a request for a reasonable accommodation, even if no formal request is made.

6103.11 The family must explain what type of accommodation is needed to provide the person with the disability full access to DCHA's programs and services.

6103.12 If the need for the accommodation is not readily apparent or known to DCHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

6103.13 DCHA shall encourage the family to make its request in writing using a reasonable accommodation request form and submit to the ADA/504 Office for review. The request for accommodation can be made at any time, whether during intake, admissions, tenancy, or participation. However, DCHA shall consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

6103.14 For purposes of reasonable accommodations, the definition of a person with disabilities is means a person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) ***Physical or mental impairment*** includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) 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.

(b) ***Major life activities*** means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) ***Has a record of such an impairment*** means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) ***Is regarded as having an impairment*** means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

(3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

6103.15 Before providing an accommodation, DCHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to DCHA's programs and services.

6103.16 If a person's disability is obvious or otherwise known to DCHA, and if the need for the requested accommodation is also readily apparent or known, no further verification shall be required.

6103.17 If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to DCHA, DCHA must verify that the person meets

the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

6103.18 DCHA shall treat all information related to a person's disability in accordance with the confidentiality policies provided in Chapter 81 (Program Administration). The following requirements apply when verifying a disability or the nexus between the disability and the requested accommodation:

(a) Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. The individual may be able to provide third-party verification of a disability, in the form of documentation such a proof of receipt of Supplemental Security Income or Social Security Disability Insurance benefits, or via a credible statement by the individual. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability or the nexus between the disability and the requested accommodation;

(b) DCHA must request only information that is necessary to evaluate the disability-related need for the accommodation. DCHA may not inquire about the nature or extent of any disability;

(c) Medical records shall not be accepted or retained in the participant file; and

(d) In the event that DCHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, DCHA shall dispose of it. In place of the information, DCHA shall note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information.

6103.19 DCHA must approve a request for an accommodation if the following three (3) conditions are met:

(a) The request was made by or on behalf of a person with a disability;

(b) There is a disability-related need for the accommodation; and

(c) The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on DCHA, or fundamentally alter the nature of DCHA's operations.

6103.20 Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the overall size of DCHA's

program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

6103.21 Before making a determination whether to approve the request, DCHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that DCHA may verify the need for the requested accommodation if that need is not apparent or otherwise credibly documented by the individual.

6103.22 DCHA's Reasonable Accommodation Process is as follows:

(a) After a request for an accommodation is presented, DCHA shall respond timely in writing.

(b) If DCHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice shall inform the family of the right to appeal DCHA's decision through an informal hearing (if applicable) or the grievance process.

(c) If DCHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of DCHA's operations), DCHA shall discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

(d) If DCHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, DCHA shall notify the family, in writing, of its determination timely. The notice shall inform the family of the right to appeal DCHA's decision through an informal hearing (if applicable) or the grievance process.

6103.23 DCHA shall take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to DCHA's programs and services in accordance with 24 CFR Part 8.6.

6103.24 At the initial point of contact with each applicant, DCHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

6103.25 To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication shall be available.

6103.26 To meet the needs of persons with vision impairments, large-print and audio versions of key program documents shall be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with DCHA staff, one-on-one assistance shall be provided upon request.

6103.27 Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third-party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

6103.28 DCHA must comply with a variety of laws and requirements pertaining to physical accessibility, including the following:

(a) Notice PIH 2010-26;

(b) Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8);

(c) The Americans with Disabilities Act of 1990 (28 CFR Part 35);

(d) The Architectural Barriers Act of 1968 (24 CFR § 570.614); and

(e) The Fair Housing Amendments Act of 1988 (24 CFR Part 100).

6103.29 [RESERVED]

6103.30 The design, construction, or alteration of DCHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS) or other applicable accessibility standard.

6103.31 Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.

6103.32 DCHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation in accordance with 24 CFR § 966.7.

6103.33 When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing consistent with 24 CFR § 960.208(a).

6103.34 When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with DCHA's grievance process.

6103.35 When reviewing reasonable accommodation requests, DCHA must consider whether reasonable accommodation will allow the family to overcome the problem that led to DCHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, DCHA must make the accommodation.

6103.36 DCHA shall provide reasonable accommodation for persons with disabilities to participate in the hearing process.

6104 IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

6104.1 LEP can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This § 6104 incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007, in the Federal Register.

6104.2 DCHA shall take affirmative steps to communicate with people who need services or information in a language other than English. These persons shall be referred to as "Persons with LEP."

6104.3 Persons with LEP are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this ACOP, Persons with LEP are public housing applicants and resident families, and parents and family members of applicants and resident families.

6104.4 In order to determine the level of access needed by Persons with LEP, DCHA shall balance the following four (4) factors:

(a) The number or proportion of Persons with LEP eligible to be served or likely to be encountered by the public housing program;

(b) The frequency with which Persons with LEP come into contact with the program;

(c) The nature and importance of the program, activity, or service provided by the program to people's lives; and

(d) The resources available to DCHA and costs.

Balancing these four (4) factors ensures meaningful access by Persons with LEP to critical services while not imposing undue burdens on DCHA.

6104.5 DCHA shall offer competent interpretation services free of charge, upon request, to the Persons with LEP.

6104.6 DCHA shall follow its Language Access Plan (LAP), which includes the following:

(a) DCHA shall utilize a language line for telephone interpreter services.

(b) When exercising the option to conduct remote hearings, however, DCHA shall coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation.

(c) Where Persons with LEP desire, they shall be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by DCHA. DCHA, at its discretion, may choose to use the language services even when Persons with LEP desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, DCHA shall not rely on the minor to serve as the interpreter.

(d) DCHA shall analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits. Where feasible and possible, according to its LAP, DCHA shall train and hire bilingual staff to be available to act as interpreters and translators, shall pool resources with other PHAs, and shall standardize documents. Per the Council of the District of Columbia's Language Access Act of 2004 (DCMR 4-1210.1), DCHA shall take reasonable steps to screen self-identified bilingual staff members who request to be placed on the list of language facilitators. Based on this list of available staff language facilitators and both the established and anticipated demand for language access services, the agency shall determine its existing capacity for assisting Persons with LEP and Non-English Proficiency (NEP) customers. To the extent that it requires additional capacity for providing interpretation services, DCHA must give preference to qualified bilingual individuals when hiring for existing budgeted vacant public contact positions.

6104.7 "Translation" is the replacement of a written text from one language into an equivalent written text in another language.

6104.8 To comply with written-translation obligations, DCHA shall take the following steps:

(a) DCHA shall provide written translations of vital documents for each eligible LEP language group that constitutes three percent (3%) or five hundred (500) persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered.

(b) Translation of other documents, if needed, can be provided orally.

6104.9 After completing the four-factor analysis in § 6104.4 and deciding what language assistance services are appropriate, DCHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

6104.10 If DCHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by Persons with LEP to DCHA's public housing program and services.

6104.11 [RESERVED]

6104.12 Any person or organization may file a public complaint alleging a violation of the Language Access Act. The D.C. Office of Human Rights addresses these complaints, which may regard both individual and systemic noncompliance. A Customer may file the complaint directly, but a person or organization with an interest in the Customer's welfare may also file a complaint on the Customer's behalf. Members shall in no way retaliate against complainants or their representatives, and shall provide these persons or organizations with the same level of service that other applicants receive.

6104.13 For the purpose of § 6104.12, "Customer" shall mean an individual who may attempt to benefit from or receive services that DCHA provides.

6104.14 For the purpose of § 6104.12, "Members" shall mean all agency employers, as well as volunteers, grantees, contractors, and affiliates providing direct-services to the public on behalf of DCHA.

6104.15 Should a customer wishing to file a language access complaint contact DCHA, members shall report the incident to the Language Access Coordinator, and provide the customer with the following resources:

(a) The Office of Human Rights Language Access Complaint Form;

(b) The URL for the online Office of Human Rights Language Access Complaint Form (http://ohr.dc.gov/webform/language-access-public-complaint-form); or

(c) The Office of Human Rights phone number (202-727-4559).

Chapter 62, LOW RENT HOUSING: RENT AND LEASE, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 62 ELIGIBILITY

6200 INTRODUCTION

6200.1 DCHA is responsible for ensuring that every individual and family admitted to the public housing program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by DCHA to confirm eligibility and determine the level of the family's assistance.

6200.2 To be eligible for the DCHA public housing program, an applicant family shall:

(a) Qualify as a family as defined by DCHA;

(b) Have income at or below HUD-specified income limits;

(c) Qualify on the basis of citizenship or the eligible immigrant status of family members;

(d) Provide social security number information for household members as required;

(e) Consent to DCHA's collection and use of family information as provided for in DCHA-provided consent forms;

(f) Not currently be receiving a duplicative subsidy (that is, they cannot have two or more housing assistance subsidies at once);

Example: If a family has a Housing Choice Voucher, they cannot use it to rent a public housing unit. To be eligible for public housing, the family would have to give up their voucher.

(g) DCHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or DCHA.

6200.3 This 6200 contains three (3) sections:

(a) Definitions of Family and Household Members. Section 6201 contains definitions of family and household members and explains initial and ongoing eligibility issues related to these members;

(b) Basic Eligibility Criteria. Section 6202 discusses income eligibility, and

rules regarding citizenship, social security numbers, and family consent; and

(c) Denial of Admission. Section 6203 covers factors related to an applicant's past or current conduct that can cause DCHA to deny admission.

6201 DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

6201.1 Section 6201 provides information needed to correctly identify family and household members and explains eligibility rules.

6201.2 The terms "family" and "household" have different meanings in the public housing program.

6201.3 To be eligible for admission, an applicant must qualify as a family.

6201.4 In § 6201.3, "Family" includes, but is not limited to, the following:

(a) Regardless of actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; an otherwise eligible youth who has attained at least eighteen (18) years of age and not more than twenty-four (24) years of age and who has left foster care, or will leave foster care within ninety (90) days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age sixteen (16) or older; or

(b) A group of persons residing together. Such group includes, but is not limited to, a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family.

6201.5 DCHA shall also adhere the definition of a "family" per the District of Columbia Human Rights Act, which defines "family" as the pairing of the following members of a household listed below:

(a) domestic partner; or

(b) A dependent child of a domestic partner, which shall include, for the purposes of this section, an unmarried person under twenty-two (22) years of age, an unmarried person under twenty-five (25) years of age who is a full-time student, or an unmarried person regardless of age who is incapable of self-support because of a mental or physical disability that existed before age twenty-two (22). A dependent child of a domestic

partner shall include a natural child, adopted child, stepchild, foster child, or child in the legal custody of a domestic partner.

6201.6 For § 6201.4, "Gender Identity" means actual or perceived gender characteristics.

6201.7 For § 6201.4, "Sexual Orientation" means homosexuality, heterosexuality, or bisexuality orientation.

6201.8 A family also includes two (2) or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

6201.9 Each family must identify the individuals to be included in the family at the time of application and must update this information if the family's composition changes.

6201.10 [RESERVED].

6201.11 "Committed relationship" means: a familial relationship between two (2) individuals characterized by mutual caring and the sharing of a mutual residence.

6201.12 With respect to an individual's status as a family member of a victim of domestic violence, sexual abuse, and/or stalking, the following household members are recognized:

(a) A spouse, including the person identified by an individual as his or her domestic partner, as defined in D.C. Code, § 32-701(3);

(b) The parents of a spouse;

(c) Children (including foster children and grandchildren);

(d) The spouses of children;

(e) Parents;

(f) Brothers and sisters;

(g) The spouses of brothers and sisters;

(h) A child who lives with an individual and for whom the individual permanently assumes and discharges parental responsibility; and

(i) A person with whom the individual shares or has shared, for not less than the preceding twelve (12) months, a mutual residence and with whom the individual maintains a committed relationship, as defined in D.C. Code,

§ 32-701(1).

6201.13 "Household" is a broader term that includes additional people who, with DCHA's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

6201.14 Except under the following conditions, DCHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

(a) If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, and/or stalking, DCHA must ensure that the victim retains assistance; and

(b) If a court determines the disposition of property between members of the assisted family, DCHA is bound by the court's determination of which family members continue to receive assistance.

6201.15 When a family on the waiting list breaks up into two (2) otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

6201.16 If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit.

6201.17 If a court determines the disposition of property between members of an applicant or resident family, DCHA shall abide by the court's determination.

6201.18 In the absence of a judicial decision, or a signed agreement among the original family members, DCHA shall determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, DCHA shall take into consideration the following factors:

(a) The interest of any minor children, including custody arrangements;

(b) The interest of any ill, elderly, or disabled family members;

(c) The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, and/or stalking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides documentation in accordance with DCHA's ACOP; and

(d) Any possible risks to family members as a result of criminal activity.

6201.19 Family includes the "remaining member of a tenant family," which is a member of a resident family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

6201.20 "Head of household" means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

6201.21 The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

6201.22 A family may have a spouse or co-head, but not both.

6201.23 "Spouse" means the marriage partner of the head of household.

6201.24 A "marriage partner" includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

6201.25 A "co-head" is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

6201.26 Minors who are emancipated under state law may be designated as a cohead.

6201.27 "Other adult" means a family member, other than the head, spouse, or co- head, who is eighteen (18) years of age or older. Foster adults and live-in aides are not considered other adults.

6201.28 A "dependent" is a family member who is under eighteen (18) years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children, foster adults and live-in aides.

6201.29 Dependents that are subject to a joint custody arrangement are considered a member of the family if they live with the applicant or resident family fifty percent (50%) or more of the time.

6201.30 When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the

dependents. If there is a dispute about which family should claim them, DCHA makes the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation.

6201.31 A "full-time student (FTS)" is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to determine if attendance is full-time is defined by the educational institution.

6201.32 Identifying each FTS is important because:

(a) Each family member that is an FTS, other than the head, spouse, or co- head, qualifies the family for a dependent deduction, and

(b) The income of such an FTS is treated differently from the income of other family members.

6201.33 Under DCHA's approved MTW policy, an "elderly person" is a person who is at least fifty-five (55) years of age.

6201.34 A "near-elderly person" is a person who is fifty to fifty-four (50-54) years of age.

6201.35 An "elderly family" is one in which the head, spouse, co-head, or sole member is an elderly person.

6201.36 Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or co-head is a person with disabilities.

6201.37 DCHA must make all aspects of the public housing program accessible to persons with disabilities and consider requests for reasonable accommodations when a person's disability limits their full access to the unit, the program, or the DCHA's services.

6201.38 A "disabled family" is one in which the head, spouse, or co-head is a person with disabilities.

6201.39 DCHA may deny admission or taking action under the lease for reasons related to alcohol and drug abuse in accordance with the policies found in § 6203 and in Chapter 78.

6201.40 A "guest" is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

6201.41 The lease must provide that the tenant has the right to exclusive use and occupancy

of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near DCHA's premises.

6201.42 A resident family must notify DCHA when overnight guests will be staying in the unit for more than three (3) days. A guest can remain in the unit no longer than ten (10) consecutive days or a total of thirty (30) cumulative calendar days during any twelve (12) month period.

6201.43 A family may request an exception to the DCHA policy in 6201.42 for valid reasons (such as care of a relative recovering from a medical procedure expected to last twenty (20) consecutive days). An exception shall not be made unless the family can identify and provide documentation of the residence to which the guest will return.

6201.44 Children who are subject to a joint custody arrangement or for whom a family has written visitation privileges, that are not included as a family member because they live outside of the public housing unit more than fifty percent (50%) of the time, are not subject to the time limitations of guests as described above.

6201.45 Former residents who have been evicted are not permitted as overnight guests.

6201.46 Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes are considered unauthorized occupants; and

6201.47 Guests who remain in the unit beyond the allowable time limit are unauthorized occupants, and their presence constitutes a violation of the lease.

6201.48 A "foster adult" is a member of the household who is eighteen (18) years of age or older and meets the definition of a foster adult under state law. In general, a foster adult is a person who is eighteen (18) years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

6201.49 A "foster child" is a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

6201.50 Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members.

6201.51 The income of foster children and foster adults is not counted in family annual income and foster children and foster adults do not qualify for a dependent deduction.

6201.52 A foster child or foster adult may be allowed to reside in the unit if their presence would not overcrowd the unit.

6201.53 Individuals may be temporarily or permanently absent from the unit for a variety of reasons including educational activities, placement in foster care, employment, and illness.

6201.54 An individual who is, or is expected to be, absent from the public housing unit for one hundred eighty (180) consecutive days or less is considered temporarily absent and continues to be considered a family member.

6201.55 An individual who is or is expected to be absent from the public housing unit for more than one hundred eighty (180) consecutive days is considered permanently absent and no longer a family member. However, please note exceptions in sections §§ 6201.56-61.

6201.56 When someone who has been considered a family member attends school away from home, the person continues to be considered a family member unless DCHA is made aware that the student has established a separate household (including when another PHA contacts DCHA to inform them that an assisted family is requesting to add the student to their household or the PHA is reviewing the eligibility of family for assistance in their jurisdiction and the family includes the student), or the family reports that the student has left the household, consistent with § 6803.14.

6201.57 Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

6201.58 If a child has been placed in foster care, DCHA shall verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child is counted as a family member.

6201.59 An employed head, spouse, or co-head absent from the unit more than sixty (60) consecutive days due to employment continues to be considered a family member.

6201.60 An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

6201.61 If there is a medical question about the status of a Family member discussed in § 6201.60, DCHA shall request verification from a responsible medical professional and shall use this determination. If the responsible medical professional cannot

provide a determination, the person generally is considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

6201.62 The family must request DCHA approval for the return of any adult family members that DCHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this § 6200.

6201.63 "Live-in aide" means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

(a) Is determined to be essential to the care and well-being of the person(s),

(b) Is not obligated for the support of the person(s); and

(c) Would not be living in the unit except to provide the necessary supportive services.

6201.64 DCHA must approve a live-in aide if needed as a reasonable accommodation for a person with disabilities in accordance with 24 CFR Part 8.

6201.65 A live-in aide is considered a household member but not a family member.

6201.66 The income of the live-in aide is not counted in determining the annual income of the family.

6201.67 Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

6201.68 A family's request for a live-in aide may be made either orally or in writing.

6201.69 DCHA shall verify the need for a live-in aide, if necessary, with a reliable, knowledgeable professional as provided by the family, such as a doctor, social worker, or case worker.

6201.70 For continued approval of the live-in aide, the family may be required to submit a new, written request—subject to DCHA verification at each reexamination.

6201.71 The family and live-in aide are required to submit a certification stating that the live-in aide is:

(a) Not obligated for the support of the person(s) needing the care; and

(b) Would not be living in the unit except to provide the necessary supportive

services.

6201.72 Live-in aides are subject to the same screening requirements as any other adult included in or added to a household, with the exception that they are not subject to income eligibility. DCHA has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if:

(a) The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

(b) The person has a history of drug-related criminal activity or violent criminal activity; or

(c) The person currently owes rent or other amounts to DCHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

6201.73 Within twenty (20) business days of receiving a request for a live-in aide, including all required documentation related to the request, DCHA shall notify the family of its decision in writing.

6202 BASIC ELIGIBILITY CRITERIA

6202.1 "Low-income family" is a family whose annual income does not exceed eighty percent (80%) of the median income for the area, adjusted for family size.

6202.2 "Very low-income family" is a family whose annual income does not exceed fifty percent (50%) of the median income for the area, adjusted for family size.

6202.3 "Extremely low-income family" is a family whose annual income does not exceed the federal poverty level or thirty percent (30%) of the median income for the area, whichever number is higher.

6202.4 To be income-eligible, a family must be a low-income family.

6202.5 At least forty percent (40%) of the families admitted from the DCHA waiting list to the public housing program during DCHA's fiscal year must be extremely low-income families. This is called the "basic targeting requirement."

6202.6 If admissions of extremely low-income families to DCHA's housing choice voucher program during DCHA's fiscal year exceeds the seventy-five percent (75%) minimum targeting requirement for that program, such excess shall be credited against DCHA's public housing basic targeting requirement for the same fiscal year.

6202.7 DCHA's fiscal year credit for housing choice voucher program admissions that

exceed the minimum voucher program targeting requirement must not exceed the lower of:

(a) Ten percent (10%) of public housing waiting list admissions during the DCHA fiscal year;

(b) Ten percent (10%) of waiting list admission to DCHA's housing choice voucher program during the DCHA fiscal year; and

(c) The number of qualifying low-income families who commence occupancy during the fiscal year of public housing units located in census tracts with a poverty rate of thirty percent (30%) or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

6202.8 Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

6202.9 All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with DCHA's Language Access Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

6202.10 Each family member shall declare whether the individual is a citizen, a national, or an eligible noncitizen (Declaration of Section 214 Status), except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member eighteen (18) or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status. No declaration is required for live-in aides, foster children, or foster adults.

6202.11 Family members who declare citizenship or national status are not required to provide additional documentation unless DCHA receives information indicating that an individual's declaration may not be accurate.

6202.12 In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with DCHA efforts to verify their immigration status as described in Chapter 66.

6202.13 Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family member listing, signed by

the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status.

6202.14 DCHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

6202.15 Providing housing assistance to noncitizen students is prohibited. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

6202.16 Families that include eligible and ineligible individuals are considered "mixed families." Such families shall be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination.

6202.17 DCHA shall not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen;

(a) When DCHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family shall be sent a written notice within twenty (20) business days of the determination; and

(b) The notice shall explain the reasons for the denial of assistance and shall advise the family of its right to request an appeal to the USCIS, or to request a grievance hearing with DCHA. The grievance hearing with DCHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the grievance hearing process.

6202.18 For new occupants joining the resident family, DCHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

6202.19 If an individual qualifies for a time extension for the submission of required documents, DCHA must grant such an extension for no more than thirty (30) days.

6202.20 Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

6202.21 DCHA shall verify the status of applicants at the time other eligibility factors are

determined.

6202.22 The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

6202.23 If a child under age six (6) has been added to an applicant family within the six (6) months prior to program admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within ninety (90) days of admission.

6202.24 Each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD, or the SSA, determined was invalid, or has been issued a new SSN, must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or regular reexamination or recertification.

6202.25 Participants age sixty-two (62) or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from the requirement in § 6202.24 and remain exempt even if they move to a new assisted unit.

6202.26 DCHA must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR § 5.216.

6202.27 Each adult family member, and the head of household, spouse, or co-head, regardless of age, shall sign form HUD-9886-A, Authorization for the Release of Information/Privacy Act Notice, the form HUD-52675, Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

6202.28 DCHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow DCHA to obtain information that DCHA has determined is necessary in administration of the public housing program. Revocation of consent to the form HUD-9886-A by any family member will result in termination or denial of admission.

6202.29 Prior to admission to the program, DCHA must search for all household members using the EIV Existing Tenant Search module. DCHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. DCHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance (that is, they cannot have two or more housing subsidies at once).

(a) Example: A family member cannot live in two assisted units. If EIV shows

a person already lives in another public housing or HCV household, they must be removed from that household before they can be approved to lease up in DHCA's public housing unit.

6202.30 If the tenant is a new admission to DCHA, and a match is identified at a multifamily property, DCHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable.

6202.31 DCHA shall contact the PHA, or owner identified in the report, to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. DCHA shall only approve assistance contingent upon the move-out from the currently occupied assisted unit.

6202.32 All adult household members must sign the form HUD-52675, Debts Owed to Public Housing and Terminations module. Prior to admission to the program, DCHA must search for each adult family member in the Debts Owed to PHAs and Terminations module.

6202.33 If a current or former tenant disputes the information in the EIV Existing Tenant Search module or Former Tenant Search/Debts Owed to PHAs & Terminations module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If DCHA determines that the disputed information is incorrect, DCHA will update or delete the record from the EIV Existing Tenant Search or Former Tenant Search/Debts Owed to PHAs & Terminations module. Former tenants may dispute debt and termination information for a period of up to three (3) years from the end of participation date in the program.

6202.34 DCHA shall require each adult household member to sign the form HUD-52675 (Debts Owed to Public Housing Agencies (PHAs) and Terminations form) once at the eligibility determination. Any new members added to the household after admission are required to sign the form HUD-52675 prior to being added to the household.

6202.35 DCHA shall search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, DCHA shall determine if this information warrants a denial in accordance with the policies in § 6203 of this chapter.

6202.36 For each new admission, DCHA is required to review the EIV Income and IVT Reports to confirm and validate family reported income within one hundred twenty (120) days of the IMS/PIC submission date of the new admission. DCHA must

print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within sixty (60) days of the EIV Income or IVT report dates.

6203 DENIAL OF ADMISSION

6203.1 A family that does not meet the eligibility criteria discussed in §§ 6201 and 6202 must be denied admission.

6203.2 This Section covers the following topics:

(a) Required denial of admission;

(b) Other permitted reasons for denial of admission;

(c) Screening;

(d) Criteria for deciding to deny admission;

(e) Prohibition against denial of admission to victims of domestic violence, dating violence, sexual assault, and/or stalking; and

(f) Notice of eligibility or denial.

6203.3 DCHA shall deny assistance in the following cases:

(a) Any member of the household has been evicted from federally assisted housing in the last five (5) years for drug-related criminal activity; provided, however, DCHA may admit an otherwise-eligible family who was evicted from federally assisted housing within the past five (5) years for drug-related criminal activity, if DCHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by DCHA, or the person who committed the crime is no longer living in the household;

(b) DCHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

(1) "Drug" means a controlled substance as defined in §102 of the Controlled Substances Act;

(2) "Currently use" means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member during the previous three (3)

months;

(3) In determining "reasonable cause," DCHA considers all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A record or records of arrest shall not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity. DCHA also considers evidence from treatment providers or community-based organizations providing services to household members;

(c) Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing; and

(d) Any household member is subject to a lifetime registration requirement under a state lifetime sex offender registration program.

6203.4 If any household member is currently engaged in or has engaged in any of the following criminal activities within the past five (5) years, the family shall be denied admission:

(a) "Drug-related criminal activity," is the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug;

(b) "Violent criminal activity" is any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage;

(c) Criminal activity that may threaten the health, safety, or welfare of other tenants;

(d) Criminal activity that may threaten the health or safety of DCHA staff, contractors, subcontractors, or agents;

(e) Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse;

(f) Evidence of such criminal activity includes, but is not limited to:

(1) Any record of convictions, arrests, or evictions for suspected drug-related or violent criminal activity of household members within the past five (5) years; and

(2) A record, or records of arrest, shall not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity.

(g) In making its decision to deny assistance, DCHA considers the factors discussed in § 6203.10-19. Upon consideration of such factors, DCHA may, on a case-by-case basis, decide not to deny assistance.

6203.5 DCHA shall deny admission to an applicant family if DCHA determines that the family:

(a) Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past three (3) years;

(b) Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past three (3) years which may adversely affect the health, safety, or welfare of other tenants;

(c) Misrepresented or does not provide complete information related to eligibility, including income, expenses, family composition or rent;

(d) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three (3) years;

(e) Owes rent or other amounts to this or any other PHA in connection with any assisted housing program including, but not limited to, Section 8, public housing, or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being selected from the waiting list;

(f) When denying admission due to family debts as shown in HUD's EIV system, DCHA shall provide the family with a copy of the EIV Debt Owed to PHA and Termination report;

(g) If the family wishes to dispute the information in the report, the family must contact DCHA that entered the information in EIV in writing, explaining why EIV information is disputed. The family must also provide a copy of the letter and all applicable verification to DCHA to support the family's claim. DCHA considers the information provided by the family prior to issuing a notice of denial;

(h) Has engaged in or threatened violent or abusive behavior toward DCHA personnel;

(1) "Abusive or violent behavior towards DCHA personnel" includes verbal as well as physical abuse or violence. Use of racial epithets,

or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

(2) "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

(i) In making its decision to deny admission, DCHA shall consider the factors discussed in § 6203.13. Upon consideration of such factors, DCHA may, on a case-by-case basis, decide not to deny admission; and

(j) DCHA shall consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

6203.6 DCHA performs criminal background checks through local and national law enforcement for all adult household members.

6203.7 DCHA may not pass along to the applicant the costs of a criminal records check.

6203.8 DCHA uses the Dru Sjodin National Sex Offender database to screen applicants for admission.

6203.9 DCHA shall obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when DCHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program. "Currently engaged in" is defined as any use of illegal drugs during the previous three (3) months.

6203.10 DCHA considers the family's history with respect to the following factors:

(a) Payment of rent and utilities;

(b) Caring for a unit and premises;

(c) Respecting the rights of other residents to the peaceful enjoyment of their housing;

(d) Criminal activity that is a threat to the health, safety, or property of others;

(e) Behavior of all household members as related to the grounds for denial as detailed in §§ 6203.3-5; and

(f) Compliance with any other essential conditions of tenancy.

6203.11 To determine the suitability of applicants DCHA may examine applicant history for the past three (3) years. Such background checks include:

(a) PHA and landlord references for the past three (3) years, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether the PHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords may be asked if they would rent to the applicant family again;

(b) Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit, and whether the applicant can get utilities turned on in their name (use of this inquiry may be reserved for applicants applying for units where there are tenant-paid utilities);

(c) If an applicant has no rental payment history, DCHA may check court records of eviction actions and other financial judgments, and credit reports. A lack of credit history will not disqualify someone from becoming a public housing resident, but a poor credit rating may;

(d) Applicants with no rental payment history are also asked to provide DCHA with personal references. The references may be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant may also be required to complete a checklist documenting their ability to meet financial obligations;

(e) If previous landlords or the utility company do not respond to requests from DCHA, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g., rent receipts, cancelled checks, etc.);

(f) PHA and landlord references for the past three (3) years, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances;

(g) Police and court records within the past three (3) years are used to check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction. A record or records of arrest are not used as the sole basis for the denial or proof that the applicant engaged

in disqualifying activity;

(h) A personal reference is requested to complete a verification of the applicant's ability to care for the unit and avoid disturbing neighbors if no other documentation is available. In these cases, the applicant is also required to complete a checklist documenting their ability to care for the unit and to avoid disturbing neighbors; and

(i) Home visits may be used to determine the applicant's ability to care for the unit.

6203.12 DCHA uses the preponderance of the evidence as the standard for making all admission decisions. "Preponderance of the evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

6203.13 DCHA will consider the following facts and circumstances prior to making its decision:

(a) The seriousness of the case, especially with respect to how it would affect other residents' safety or property;

(b) The effects that denial of admission may have on other members of the family who were not involved in the action or failure to act;

(c) The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, and/or stalking;

(d) The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future;

(e) While a record or records of arrest are not used as the sole basis for denial, an arrest may trigger an investigation to determine whether the applicant engaged in disqualifying criminal activity. As part of its investigation, DCHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. DCHA may also consider:

(1) Any statements made by witnesses, or the applicant not included in the police report;

(2) Whether criminal charges were filed;

(3) Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal;

(4) Any other evidence relevant to determining whether the applicant engaged in disqualifying activity;

(5) Evidence of criminal conduct is considered if it indicates a demonstrable risk to safety and/or property;

(6) Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs; and

(7) In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. DCHA requires the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

6203.14 As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member is not permitted to visit or to stay as a guest in the public housing unit.

6203.15 If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, DCHA shall determine whether the behavior is related to the disability. If so, upon the family's request, DCHA shall determine whether alternative measures are appropriate as a reasonable accommodation. DCHA only considers accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission.

6203.16 DCHA acknowledges that a victim of domestic violence, dating violence, sexual assault, and/or stalking may have an unfavorable history (such as a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under DCHA's policies;

6203.17 While DCHA is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, and/or stalking, the applicant may inform DCHA that their status as a victim is directly related to the grounds for the denial. DCHA shall request that the applicant

provide enough information to DCHA to allow DCHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim; and

6203.18 DCHA shall include in its notice of denial information about the protection against denial provided by VAWA, a notice of VAWA rights, and a copy of the form HUD-5382. DCHA shall request in writing that an applicant wishing to claim this protection notify the PHA within fourteen (14) business days.

6203.19 If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, and/or stalking, DCHA shall request in writing that the applicant provide documentation supporting the claim in accordance with ACOP.

6203.20 If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

(a) A signed statement: requesting that the perpetrator be removed from the application and certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit; and

(b) Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to their belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

6203.21 If, based on a criminal record or sex offender registration information, an applicant family appears to be ineligible, DCHA shall notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record.

6203.22 The family shall be given ten (10) business days to dispute the accuracy and relevance of the information.

6203.23 If the family does not contact DCHA to dispute the information within that ten (10) day period, DCHA shall proceed with issuing the notice of denial of admission.

6203.24 A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter shall still be given the opportunity to do so as part of the informal hearing process.

6203.25 Notice requirements related to denying admission to noncitizens are contained in §§

6203.3-5.

6203.26 Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault, and/or stalking are contained in § 6203.18.

Chapter 63, LOW RENT HOUSING: GRIEVANCE PROCEDURES, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 63 APPLICATIONS, WAITING LIST, AND TENANT SELECTION

6300 INTRODUCTION

6300.1 When a family wishes to reside in public housing, the family must submit an application. When a unit becomes available, DCHA will select families from the waiting list in accordance with DCHA policies as stated in this chapter.

6300.2 [RESERVED]

6300.3 [RESERVED]

6300.4 This chapter describes DCHA policies for accepting applications, managing the waiting list and selecting families from the waiting list. DCHA's policies for assigning unit size and making unit offers are contained in Chapter 64.

6300.5 The policies outlined in this chapter are organized into three (3) sections, as follows:

(a) The Application Process. Section 6301 provides an overview of the application process and discusses how applicants can obtain and submit applications. It also specifies how DCHA will handle the applications it receives;

(b) Managing the Waiting List. Section 6302 presents the policies that govern how DCHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for public housing. It also discusses the process DCHA will use to keep waiting lists current; and

(c) Tenant Selection. Section 6303 describes the policies DCHA will follow in selecting families from the applicable waiting list as units become available. It also specifies how interviews will be used to ensure that DCHA has the information needed to make a final eligibility determination.

6301 THE APPLICATION PROCESS

6301.1 Section 6301 describes the DCHA policies to distribute and make applications available (electronically and otherwise) and accept applications. Section 6301 also

describes DCHA's obligation to ensure the accessibility of the application process.

6301.2 Any family that wishes to reside in public housing must apply for admission to the public housing program. DCHA will include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of DCHA's application.

6301.3 DCHA shall use a two-step application process;

(a) Under the two-step application process, DCHA initially shall require families to provide only the information needed to determine the family's placement on the waiting list (as listed in 6302.1). As described in 6302, DCHA will maintain site-based waiting lists (SBWL) and thus will require that, at application, families select up to five (5) sites/properties where they would like to be added to the waiting list;

(b) Families may request assistance in completing their application from DCHA. Upon request, DCHA may provide this assistance in-person or by phone;

(c) Completed applications must be returned to DCHA by portal (available on DCHA's website). Upon request, DCHA may permit an applicant to submit their application in person at DCHA's office.; and

(d) Applications must be filled out completely in order to be accepted by DCHA for processing.

6301.4 DCHA will take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the standard application process as noted in § 6301.3(b).

6301.5 DCHA will provide reasonable accommodation as needed for persons with disabilities to make the application process fully accessible. The application process will be fully accessible. Chapter 61 provides DCHA's policies related to providing reasonable accommodations for people with disabilities and to advertise widely to diverse communities.

6301.6 Chapter 61 provides DCHA's policies related to ensuring access to people with LEP. The application process will comply with the requirements set forth in Chapter 61 and in DCHA's LAP.

6301.7 [RESERVED]

6301.8 No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

6301.9 DCHA uses a pre-application to place families on the site-based waiting list(s) for

the sites/properties that the family has selected. A pre-application is a short form application used to gather only the information necessary to place the applicant on the appropriate waiting list.

6301.10 DCHA shall send written notification via email acknowledging receipt of the application. Applicants shall be placed on a site-based waiting list.

6301.11 If a site-based waiting list is opened for a finite period, DCHA will use a random selection method to select and place applicants on the waiting list; DCHA may limit the number of applicants selected to be placed on the waiting list if the number of applications received exceeds the number of anticipated vacancies. If a site-based waiting list is continuously open, applicants will be placed on the waiting list according to the date and time they submitted their application.

6301.12 DCHA shall assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards.

6301.13 Families may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (if the unit is not overcrowded according to DCHA standards and local codes). However, in these cases, the family must agree not to request a transfer for two (2) years after admission, unless they have a change in family size or composition.

6301.14 Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, DCHA shall determine eligibility and suitability for admission to the program.

6302 MANAGING THE WAITING LIST

6302.1 The waiting list shall contain the following information for each applicant listed:

(a) Name and social security number of head of household;

(b) Unit size required (number of family members);

(c) Amount and source of annual income;

(d) Accessibility requirement, if any;

(e) Date and time of application or application number;

(f) Waiting list position;

(g) Household type (family, elderly, disabled);

(h) Race and ethnicity of the head of household;

(i) The specific site(s) or properties selected; and

(j) Preferred language.

6302.2 DCHA has obtained HUD approval and will establish site-based waiting lists. DCHA will maintain a site-based waiting list for each Public Housing site or property in the agency inventory. Site-based waiting lists allow families to select up to five (5) sites/properties where they wish to reside and will be consistent with all applicable civil rights and fair housing laws and regulations.

6302.3 As of the effective date of the ACOP, DCHA shall maintain one community-wide waitlist for public housing applicants. Once all applicants on the existing community-wide waiting list have been drawn from the waiting list, DCHA will establish and maintain site-based waiting lists where applicants can apply for the public housing development of their choice. Prior to establishing site-based waiting lists, DCHA will exhaust the existing community-wide waiting list for public housing applicants. No applicant to a site-based waiting list will be selected from the waiting list until all applicants to the existing community-wide waiting list have been selected from the waiting list.

6302.4 DCHA will manage and maintain site-based waiting lists; applicants can apply for up to five (5) sites/properties of their choice.

6302.5 Public housing applicants may also apply and be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that DCHA operates if:

(a) The other programs' waiting lists are open; and

(b) The family is qualified for the other programs.

6302.6 DCHA will not merge the public housing waiting lists with the waiting list for any other program DCHA operates.

6302.7 [RESERVED].

6302.8 DCHA will close a site-based waiting list when there are enough applicants for anticipated vacancies. Where DCHA has other criteria that require a specific category of family, DCHA can elect to continue to accept applications from these applicants while closing the waiting list to others.

6302.9 If the waiting list has been closed, the waiting list or a portion of the waiting list may be reopened at any time.

6302.10 DCHA shall announce the reopening of a site-based waiting list at least ten (10) business days prior to the date applications will first be accepted. If the list is only

being reopened for certain categories of families, this information shall be contained in the notice.

(a) The notice shall inform applicants of the date, time, method, and place applications can be obtained and submitted, all methods by which applications will be accepted, how applications will be ordered on the waiting list, when applications will be accepted, a point of contact who can answer questions, any limitations on who may apply, and any other information the applicant may need to successfully submit the application. DCHA will also state any applicable limitations on who may apply to the waiting list and indicate if DCHA will limit the number of applications accepted during the re-opening.

(b) To ensure that public notices broadly reach potential applicants in all communities throughout the housing market area, DCHA shall distribute public notices to local community-based organizations; distribute the notice online through DCHA's website or social media platforms and other online platforms for local housing news; and make use of any local newspapers of general circulation, minority media, and other suitable means; and

(c) DCHA shall give public notice by publishing the relevant information in The Washington Post Sunday Edition, other minority media and posted on the DCHA website.

6302.11 DCHA will conduct outreach as necessary to ensure that DCHA has a sufficient number of applicants on the waiting list to fill anticipated vacancies and to assure that DCHA is affirmatively furthering fair housing and complying with the Fair Housing Act.

6302.12 Because HUD requires DCHA to admit a specified percentage of extremely low-income families, DCHA may need to conduct special outreach to ensure that an adequate number of such families apply for public housing.

6302.13 [RESERVED].

6302.14 [RESERVED].

6302.15 DCHA shall monitor the characteristics of the population being served and the characteristics of the population in DCHA's jurisdiction. Targeted outreach efforts shall be undertaken if a comparison suggests that certain populations are being underserved.

6302.16 While the family is on the waiting list, the family must report changes to their contact information, including current residence, mailing address, and phone number, as soon as possible. Additionally, the family must also inform DCHA of changes in family size or composition or the changes must be submitted in writing.

6302.17 When an applicant reports a change that affects their placement on the waiting list, the waiting list shall be updated accordingly.

6302.18 Waiting list admissions shall take precedence over transfers at the ratio of five (5) new admissions from the waiting list to one (1) transfer. Emergency transfers, defined in § 7701, and reasonable accommodation transfers are not subject to this ratio.

6302.19 The decision to remove an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to DCHA's request for information or updates because of the family member's disability, DCHA must, upon the family's request, reinstate the applicant family to their former position on the waiting list as a reasonable accommodation.

6302.20 The waiting list shall be updated as needed to ensure that all applicant information is current and timely;

6302.21 To update the waiting list, DCHA will send an update request to each family on the waiting list to determine whether the family continues to be interested in the program.

6302.22 DCHA will send the update request to the most current contact information reported by the family, including but not limited to their mailing address and email address. The update request shall provide a deadline by which the family must respond and shall state that failure to respond will result in the applicant's name being removed from the waiting list.

6302.23 The family's response must be in writing. Responses should be received by DCHA not later than thirty (30) calendar days from the date of DCHA letter.

6302.24 If the family fails to respond within thirty (30) calendar days, the family shall be removed from the waiting list without further notice.

6302.25 If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

6302.26 If the notice is returned by the post office with a forwarding address, the notice shall be re-sent to the address indicated. The family shall have thirty (30) business days to respond from the date the letter was re-sent. If the family fails to respond within this time frame, the family will be removed from the waiting list without further notice.

6302.27 [RESERVED]

6302.28 If a family is removed from the waiting list for failure to respond, the family may

request to be reinstated to the waiting list within six (6) months of the date of their withdrawal. DCHA may reinstate the family if the lack of response was due to one or more of the following:

(a) DCHA error;

(b) Circumstances beyond the family's control; or

(c) As a direct result of status as a victim of domestic violence, dating violence, sexual assault, and/or stalking, including an adverse factor resulting from such abuse.

6302.29 DCHA shall remove an applicant from the waiting list upon request by the applicant family. In such cases no informal hearing is required nor available based on the applicant's request to be removed from the waitlist.

6302.30 Once an applicant has been housed at a Public Housing site or property, the applicant will be removed from all other site-based waiting lists. However, the applicant may remain on the waiting list for the Housing Choice Voucher (HCV) program, if they have applied.

6302.31 [RESERVED]

6302.32 [RESERVED]

6303 TENANT SELECTION

6303.1 [RESERVED]

6303.2 [RESERVED]

6303.3 DCHA will maintain a clear record of all information required to verify that the family is selected from the waiting list as explained in this § 6300.

6303.4 DCHA's policies will be posted any place where DCHA receives applications.

6303.5 DCHA must provide a copy of its tenant selection policies upon request to any applicant or tenant.

6303.6 When an applicant or resident family requests a copy of DCHA's tenant selection policies, DCHA shall provide copies to them free of charge.

6303.7 DCHA may establish preferences for certain site-based waiting lists, which may establish an elderly family preference to be used in conjunction with a returning former resident of the site. These sites include, but are limited to, the Kenilworth

166 and The Asberry (Barry Farm Phase 1B) communities. Notwithstanding anything to the contrary in this ACOP, the definition of "elderly person" to be used at Kenilworth 166 and The Asberry (Barry Farm Phase 1B) sites shall be, pending HUD's approval of DCHA's FY 2024 Annual Plan, a person who is at least fifty-five (55) years of age and an "elderly family" shall be a family in which the head of household, co-head of household, or spouse is an elderly person.

6303.8 DCHA has a preference for any tenant-based or project-based family in the HCV program displaced due to Housing Quality Standards (HQS) noncompliance (in accordance with 24 CFR § 982.404(e)(2) and 24 CFR § 983.208(d)(6)(ii)). Specifically, DCHA will offer, and if accepted, provide the family a selection preference for an appropriate-size public housing unit that first becomes available for occupancy if:

(a) The housing assistance payment (HAP) contract is terminated or the unit is removed from a HAP contract due to failure to correct HQS deficiencies at least 90 days or a longer period as DCHA determines is reasonable necessary following the termination of the HAP contract or removal of the unit from the HAP contract, and

(b) The family is given a tenant-based voucher to move to a new unit, but

(c) The family is unable to lease a new tenant-based unit within the period provided by DCHA.

6303.9 HUD requires that extremely low-income families make up at least forty (40) percent of the families admitted to public housing during DCHA's fiscal year. Extremely low-income families are those with annual incomes at or below the federal poverty level or thirty percent (30%) of the area median income, whichever number is higher. To ensure this requirement is met, DCHA may skip non-extremely low-income families on the waiting list in order to select an extremely low-income family.

6303.10 Admissions of extremely low-income families to the DCHA's HCV program during a DCHA fiscal year that exceed the seventy-five percent (75%) minimum target requirement for the voucher program, shall be credited against the DCHA's basic targeting requirement in the public housing program for the same fiscal year. However, under these circumstances the fiscal year credit to the public housing program must not exceed the lower of:

(a) Ten percent (10%) of public housing waiting list admissions during the DCHA fiscal year;

(b) Ten percent (10%) of waiting list admissions to DCHA's HCV program during the DCHA fiscal year; or

(c) The number of qualifying low-income families who commence occupancy during the DCHA fiscal year public housing units located in census tracts with a poverty rate of thirty percent (30%) or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

6303.11 DCHA shall monitor progress in meeting the extremely low-income family requirement throughout the fiscal year. Extremely low-income families shall be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

6303.12 [RESERVED].

6303.13 DCHA has received approval from HUD to establish a local definition of elderly. Accordingly, an elderly family means a family whose head, spouse, co-head, or sole member is a person who is at least fifty-five (55) years of age. Disabled family means a family whose head, spouse, co-head, or sole member is a person with disabilities.

6303.14 [RESERVED]

6303.15 [RESERVED]

6303.16 DCHA may not discriminate against elderly or disabled families that include children in accordance with the Fair Housing Amendments Act of 1988 and other applicable law.

6303.17 DCHA may designate projects or portions of a public housing project specifically for elderly or disabled families. DCHA must have a HUD-approved designated housing plan before the designation may take place.

6303.18 Among the designated developments, DCHA must also apply any preferences that it has established. If there are not enough elderly families to occupy the units in a designated elderly development, DCHA may allow near-elderly families to occupy the units. Near-elderly family means a family whose head, spouse, or co-head is at least fifty (50) years old, but is less than fifty-five (55) years old.

6303.19 If there are an insufficient number of elderly families and near-elderly families for the units in a development designated for elderly families, DCHA must make available to all other families any unit that is ready for re-rental and has been vacant for more than sixty (60) consecutive days.

6303.20 The decision of any disabled family or elderly family not to occupy or accept occupancy in designated housing shall not have an adverse effect on their admission or continued occupancy in public housing or their position on or placement on the waiting list. However, this protection does not apply to any family who refuses to

occupy or accept occupancy in designated housing because of the race, color, religion, sex, disability, familial status, or national origin of the occupants of the designated housing or the surrounding area.

6303.21 The protection discussed in § 6303.18 does apply to an elderly family or disabled family that declines to accept occupancy, respectively, in a designated project for elderly families or for disabled families, and requests occupancy in a general occupancy project or in a mixed population project.

6303.22 [RESERVED]

6303.23 DCHA's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of the DCHA's deconcentration policies must be included in its MTW plan.

6303.24 DCHA's deconcentration policy must comply with its obligation to meet the income targeting requirement.

6303.25 Developments subject to the deconcentration requirement are referred to as "covered developments" and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements:

(a) Developments operated by DCHA with fewer than one hundred (100) public housing units;

(b) Mixed population or developments designated specifically for elderly or disabled families;

(c) Developments operated by DCHA with only one general occupancy development;

(d) Developments approved for demolition or for conversion to tenant-based public housing; and

(e) Developments approved for a mixed-finance plan using HOPE VI or public housing funds.

6303.26 To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, DCHA must comply in order with the following steps:

(a) DCHA will determine the average income of all families residing in all DCHA covered developments.

(b) DCHA will determine the average income of all families in all covered developments on an annual basis.

(c) DCHA will determine the average income (or median income, if median income was used in § 6303.26(b)) of all families residing in each covered development.

(d) In determining average income for each development, DCHA may adjust its income analysis for unit size.

(e) DCHA will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis.

(f) DCHA will then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from eighty-five to one hundred fifteen percent (85% to 115%) of the average family income determined in § 6303.24(a) or (b). However, the upper limit must never be less than the income at which a family would be defined as an extremely low-income family (federal poverty level or thirty percent (30%) of median income, whichever number is higher);

(g) If covered developments have average incomes outside the EIR, DCHA will then determine whether or not these developments are consistent with its local goals and annual plan; and

(h) If the income profile for a covered development is not explained or justified in the annual plan submission, DCHA will include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

6303.27 DCHA's deconcentration policy may include, but is not limited to the following:

(a) Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities;

(b) Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments;

(c) Establishing a preference for admission of working families in developments below the EIR;

(d) Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration; and

(e) Providing other strategies permitted by statute and determined by DCHA in consultation with the residents and the community through the annual plan process to be responsive to local needs and DCHA strategic objectives.

6303.28 For developments outside the EIR, DCHA shall take the following actions to provide for deconcentration of poverty and income mixing:

(a) Continue employment and self-sufficiency efforts for residents living in public housing to increase family's income;

(b) Utilize local preferences (if any) and income targeting to admit families whose income exceed thirty percent (30%) of the area median income (AMI); and

(c) Select ELI families ahead of other eligible families on an as-needed basis to ensure the income-targeting requirement is met.

6303.29 A family has the sole discretion whether to accept an offer of a unit made under the DCHA's deconcentration policy. DCHA must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the DCHA's deconcentration policy.

6303.30 If, at annual review, the average incomes at all general occupancy developments are within the EIR, DCHA will be considered to be in compliance with the deconcentration requirement and no further action is required.

6303.31 [RESERVED].

6303.32 Families will be selected from the waiting list based on the waiting list position assigned by random selection method (if the waiting list was opened for a finite period) or by date and time of application (if the waiting list is open continuously). When selecting applicants from the waiting list, DCHA shall match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. DCHA shall offer the unit to the applicant who qualifies for that unit size or type, or that requires the accessibility features based upon date and time of the application:

(a) By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application; and

(b) Factors such as deconcentration or income mixing, and income targeting shall also be considered in accordance with HUD requirements and DCHA policy.

6303.33 DCHA shall notify the family in writing when they are selected from the

waiting list. DCHA may contact the family by first-class mail, email, and/or phone.

6303.34 The notice shall inform the family of the following:

(a) Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview;

(b) Who is required to attend the interview;

(c) Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation;

(d) Documents that must be provided at the interview to document eligibility for a preference, if applicable; and

(e) Other documents and information that should be brought to the interview.

6303.35 If a notification letter is returned to DCHA with no forwarding address, the family shall be removed from the waiting list without further notice.

6303.36 The failure of the applicant to respond to the DCHA notice sent pursuant to § 6303.33 prevents DCHA from making an eligibility determination; therefore, no informal hearing shall be offered.

6303.37 Being invited to attend an interview does not constitute admission to the program.

6303.38 Families selected from the waiting list are required to participate in an eligibility interview.

(a) All adult members of the household must attend the eligibility appointment;

(b) The interview shall be conducted only if the head of household or spouse or co-head provides appropriate documentation of legal identity. If the family representative does not provide the required documentation, the appointment may be rescheduled when the proper documents have been obtained;

(c) Pending disclosure and documentation of social security numbers, DCHA shall allow the family to retain its place on the waiting list for thirty (30) calendar days. If not, all household members have disclosed their SSNs at the next time a unit becomes available, DCHA shall offer a unit to the next eligible applicant family on the waiting list;

(d) The family must provide the information necessary to establish the family's

eligibility, including suitability, and to determine the appropriate amount of rent the family shall pay. The family must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, DCHA shall provide the family with a written list of items that must be submitted;

(e) Any required documents or information that the family is unable to provide at the interview must be provided within ten (10) business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family shall be sent a notice of denial;

(f) DCHA will permit the family to have an advocate, interpreter, or other assistant assist the family with the application and the interview process;

(g) Interviews shall be conducted in English. For LEP applicants, DCHA shall provide translation and interpretation services in accordance with § 6104, and as necessary, may reschedule the interview to accommodate the provision of such services; and

(h) If the family is unable to attend a scheduled interview, the family should contact DCHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend a scheduled interview, DCHA shall send another notification letter with a new interview appointment time. Applicants who fail to attend two (2) scheduled interviews without DCHA approval shall be removed from the waiting list. The second appointment letter shall state that failure to appear for the appointment without a request to reschedule shall be interpreted to mean that the family is no longer interested. Such failure to act on the part of the applicant prevents DCHA from making an eligibility determination, therefore DCHA shall not offer an informal hearing.

6303.39 [RESERVED].

6303.40 DCHA shall notify a family in writing of their eligibility within ten (10) business days of the determination and shall provide the approximate date of occupancy insofar as that date can be reasonably determined.

6303.41 DCHA shall expedite the administrative process for determining eligibility to the extent possible for applicants who are admitted to the public housing program as a result of an emergency transfer from another DCHA program.

6303.42 At final determination of eligibility, as applicants are pulled from the waiting lists and forwarded for lease-up, DCHA extended the length of time to one hundred eighty (180) days that the verified application data is deemed valid per its approved

MTW policy.

6303.43 If DCHA determines that the family is ineligible, DCHA shall send written notification of the ineligibility determination within ten (10) business days of the determination. The notice shall specify the reasons for ineligibility and shall inform the family of its right to request an informal hearing.

6303.44 If DCHA uses a criminal record or sex offender registration information obtained under 24 CFR Part 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before DCHA can move to deny the application.

6303.45 DCHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with VAWA, at the time the applicant is provided assistance or at the time the applicant is denied assistance. This notice must be provided in both of the following instances:

(a) When a family actually begins receiving assistance (lease execution); or

(b) When a family is notified of its ineligibility.

Chapter 64, LOW RENT HOUSING: PUBLIC HOUSING TRANSFER POLICY, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 64 OCCUPANCY STANDARDS AND UNIT OFFERS

6400 INTRODUCTION

6400.1 This chapter contains policies for assigning unit size and making unit offers. DCHA's waiting list and selection policies are contained in Chapter 63. Together, Chapters 63 and 64 of the ACOP comprise DCHA's Tenant Selection and Assignment Plan (TSAP).

6400.2 Policies in this chapter are organized in two sections:

(a) Occupancy Standards. Section 6401 contains DCHA's standards for determining the appropriate unit size for families of different sizes, compositions, and types; and

(b) Unit Offers. Section 6402 contains DCHA's policies for making unit offers, and describes actions to be taken when unit offers are refused.

6401 OCCUPANCY STANDARDS

6401.1 Occupancy standards are established by DCHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from underutilization or from excessive wear and tear due to overcrowding.

6401.2 [RESERVED]

6401.3 In selecting a family to occupy a particular unit, DCHA will match characteristics of the family with the type of unit available, for example, number of bedrooms. See 24 CFR § 960.206(c).

6401.4 DCHA determines the size of unit the family qualifies for under the occupancy standards. DCHA does not determine who shares a bedroom or sleeping room.

6401.5 DCHA's occupancy standards for determining unit size will be applied in a manner consistent with fair housing requirements.

6401.6 DCHA shall use the same occupancy standards for each of its developments.

6401.7 DCHA will apply occupancy standards consistent with the stated gender provided by the family. DCHA may make exceptions to this occupancy standard policy where cases of gender identity and other household members are concerned. Exceptions will be made on a case-by-case basis.

6401.8 Generally, DCHA shall assign one (1) bedroom for each two (2) persons within the household, except in the following circumstances:

(a) Two (2) minors of different genders will not be required to share a bedroom; however, they may share a bedroom at the family's request;

(b) Two (2) minors of the same gender will share a bedroom regardless of age;

(c) A head of household and their spouse/partner will be allocated one bedroom; a single head of household without a spouse/domestic partner will not be required to share a room with another household member.

(d) A pregnant, sole-member head of household will be assigned a two (2) bedroom unit;

(e) Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family;

(f) Single person families will be allocated a zero (0) or one (1) bedroom;

(g) Children related to a household member by birth, adoption, or court awarded custody will be considered when determining unit size;

(h) Foster children will be considered when determining unit size. The family may add foster children to the household as long as it does not overcrowd the unit based on DCHA's occupancy standards;

(i) Children away at school, but for whom the unit is considered the primary residence, and children temporarily placed outside the home, will be considered when determining unit size;

(j) Children in the process of being adopted will be considered when determining unit size;

(k) Children who will live in the unit less than fifty percent (50%) of the time will not be considered when determining unit size; and

(l) DCHA shall reference the following standards in determining the appropriate unit bedroom size for a family:

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10
6	8	12

6401.9 DCHA shall consider granting exceptions to the occupancy standards at the family's request if DCHA determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

6401.10 (a) An exception may be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides (according to the chart in § 6401.8) and the family does not want to transfer to a larger size unit.

(b) When evaluating exception requests DCHA shall consider the size and configuration of the unit. In no case shall DCHA grant an exception that is

in violation of local housing or occupancy codes, regulations or laws.

6401.11 Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards shall be approved as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer for a period of two (2) years from the date of admission, unless they have a subsequent change in family size or composition.

6401.12 To prevent vacancies, DCHA may provide an applicant family with a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer to.

6401.13 DCHA may grant exceptions as a reasonable accommodation in accordance with the provisions in Chapter 61.

6401.14 All requests for exceptions to the occupancy standards must be submitted in writing and may be submitted by mail, email, or in person.

6401.15 In the case of a request for exception as a reasonable accommodation, DCHA shall encourage the resident to make the request in writing using a reasonable accommodation request form. However, DCHA shall consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

6401.16 Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

6401.17 DCHA will notify the family of its decision within fifteen (15) business days of receiving the family's request and all required verification documents. Reasonable accommodation requests will follow the provisions in Chapter 61 of this Title.

6402 UNIT OFFERS

6402.1 [RESERVED]

6402.2 This § 6402 describes DCHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list(s). This § 6402 also describes DCHA's policies for offering units with accessibility features.

6402.3 DCHA shall maintain a record of units offered, including location, date, and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

6402.4 Except for transfers based on a reasonable accommodation and emergency transfers, waiting list admissions shall take precedence over transfers at the ratio of five (5) new admissions from the waiting list to one (1) transfer.

6402.5 DCHA shall offer two (2) units within the development(s) selected by the applicant. If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

6402.6 If an applicant refuses two (2) unit offers without good cause, as defined in 6402.10, applicant shall be removed from all site-based waiting lists.

6402.7 Applicants must accept or refuse a unit offer within three (3) business days of the date of the unit offer.

6402.8 DCHA may offer a unit to an applicant by email or by telephone. For offers made by phone, DCHA will also confirm the unit offer in writing, by mail or email.

6402.9 Applicants may refuse to accept a unit offer for "good cause" without adversely affecting their position on any site-based waiting list.

6402.10 "Good cause" includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

(a) The family demonstrates that the unit offered is inaccessible to a family member's employment, education, job training, children's day care, or educational program for children with disabilities; and will require them to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.

(b) The family demonstrates to DCHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders; other court orders; risk assessments related to witness protection from a law enforcement agency; or documentation of domestic violence, dating violence, sexual assault, and/or stalking in accordance with Chapter 81 of this Title. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

(c) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the

principal household member;

(d) The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a thirty (30) day notice to move; or

(e) The unit has lead-based paint and the family includes children under the age of six (6).

6402.11 In the case of a unit refusal for good cause, the applicant shall not be removed from any waiting list. The applicant shall remain at the top of the waiting list until the family receives the required number of unit offers specified in § 6402.6 for which they do not have good cause to refuse.

6402.12 Good cause refusals are not subject to the unit offer limit described in § 6402.4.

6402.13 The applicant must provide documents to verify their reason for a good cause refusal. If the applicant is unable to provide documents for verification, DCHA will consider the offer to be refused without good cause.

6402.14 When an applicant rejects the final unit offer without good cause, DCHA shall remove the applicant's name from all site-based waiting lists and send notice in writing to the family of such removal by letter and/or email. The notice shall inform the family of their right to request an informal hearing and the process for doing so.

6402.15 The Applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the Applicant must wait to reapply until DCHA opens the waiting list.

6402.16 When an accessible unit becomes vacant, before offering such units to a non-disabled applicant, DCHA must offer such units:

(a) First, to a current resident of another unit of the same development, or other public housing development under DCHA control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists; or

(b) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

6402.17 Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit.

6402.18 When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, DCHA will offer the unit

to a non-disabled applicant.

6402.19 When offering an accessible unit to a non-disabled applicant, DCHA will require the applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement will be a provision of the lease agreement.

6402.20 Upon leasing up, the family will be removed from all public housing waiting lists.

Chapter 65, LOW RENT HOUSING: MAINTENANCE AND INSPECTION, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 65 INCOME AND RENT DETERMINATIONS

6500 INTRODUCTION

6500.1 A family's annual income is used to determine their income eligibility for the public housing program and is also used to calculate the amount of the family's rent payment. DCHA will use the policies and methods described in this chapter to ensure that only income-eligible families receive assistance and that no family pays more or less rent than is required under the regulations.

6501 ANNUAL INCOME

6501.1 Annual income includes:

(a) All amounts, not specifically excluded in 24 CFR § 5.609(b);

(b) All amounts received from all sources by each member of the family who is eighteen (18) years of age or older or is the head of household or spouse;

(c) Unearned income by or on behalf of each dependent who is under eighteen (18) years of age; and

(d) Upon approval in the MTW Plan, imputed returns of assets based on the current passbook savings rate when the total value of family assets exceeds Fifty Thousand Dollars ($50,000).

6501.2 In addition to this general definition, the regulations at 24 CFR § 5.609(b) provide a comprehensive listing of all sources of income that are excluded from annual income. All income is included unless it is specifically excluded by regulation.

6501.3 Annual income includes "all amounts received," not the amount that a family may be legally entitled to receive but did not receive.

6501.4 Income received by all family members must be counted unless specifically excluded by the regulations.

6501.5 The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how household composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded.
Foster child or foster adult	Income from all sources is excluded.
Head, spouse, or co-head Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under eighteen (18) years of age	Employment income is excluded. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students eighteen (18) years of age or older (not head, spouse, or co-head)	Employment income in excess of the dependent deduction is excluded. All other sources of income, except those specifically excluded by the regulations, are included.

6501.6 [RESERVED]

6501.7 [RESERVED]

6501.8 [RESERVED]

6501.9 [RESERVED]

6501.10 [RESERVED]

6501.11 [RESERVED]

6501.12 [RESERVED]

6501.13 [RESERVED]

6501.14 [RESERVED]

6501.15 [RESERVED]

6501.16 [RESERVED]

6501.17 [RESERVED]

6501.18 [RESERVED]

6501.19 [RESERVED]

6501.20 [RESERVED]

6501.21 [RESERVED]

6501.22 [RESERVED]

6501.23 [RESERVED]

6501.24 [RESERVED]

6501.25 [RESERVED]

6501.26 [RESERVED]

6501.27 [RESERVED]

6501.28 [RESERVED]

6501.29 [RESERVED]

6501.30 [RESERVED]

6501.31 [RESERVED]

6501.32 [RESERVED]

6501.33 [RESERVED]

6501.34 [RESERVED]

6501.35 [RESERVED]

6501.36 [RESERVED]

6501.37 [RESERVED]

6501.38 [RESERVED]

6501.39 [RESERVED]

6501.40 [RESERVED]

6501.41 [RESERVED]

6501.42 [RESERVED]

6501.43 [RESERVED]

6501.44 [RESERVED]

6501.45 [RESERVED]

6501.46 [RESERVED]

6501.47 [RESERVED]

6501.48 [RESERVED]

6501.49 [RESERVED]

6501.50 [RESERVED]

6501.51 [RESERVED]

6501.52 [RESERVED]

6501.53 [RESERVED]

6501.54 [RESERVED]

6501.55 [RESERVED]

6501.56 [RESERVED]

6501.57 [RESERVED]

6501.58 [RESERVED]

6501.59 [RESERVED]

6501.60 [RESERVED]

6501.61 [RESERVED]

6501.62 [RESERVED]

6501.63 [RESERVED]

6501.64 [RESERVED]

6501.65 [RESERVED]

6501.66 [RESERVED]

6501.67 [RESERVED]

6501.68 [RESERVED]

6501.69 [RESERVED]

6501.70 [RESERVED]

6501.71 [RESERVED]

6501.72 [RESERVED]

6501.73 [RESERVED]

6501.74 [RESERVED]

6501.75 [RESERVED]

6501.76 [RESERVED]

6501.77 [RESERVED]

6501.78 [RESERVED]

6501.79 [RESERVED]

6501.80 [RESERVED]

6501.81 [RESERVED]

6501.82 [RESERVED]

6501.83 [RESERVED]

6501.84 [RESERVED]

6501.85 [RESERVED]

6501.86 [RESERVED]

6501.87 [RESERVED]

6501.88 [RESERVED]

6501.89 [RESERVED]

6501.90 [RESERVED]

6501.91 [RESERVED]

6501.92 [RESERVED]

6501.93 [RESERVED]

6501.94 [RESERVED]

6501.95 [RESERVED]

6501.96 [RESERVED]

6501.97 [RESERVED]

6501.98 [RESERVED]

6501.99 [RESERVED]

6501.100 [RESERVED]

6501.101 [RESERVED]

6501.102 [RESERVED]

6501.103 [RESERVED]

6502 DETERMINING ANNUAL INCOME

6502.1 Unless specifically excluded by the regulations (see the section on Annual Income Exclusions), the income of all family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit. See § 6201 for DCHA's definition of temporarily absent.

6502.2 DCHA is required to count all income anticipated to be received from a source outside the family during the twelve (12) month period following admission or annual reexamination effective date.

6502.3 DCHA generally shall use current circumstances to determine anticipated income for the coming twelve (12) month period, following the verification requirements outlined in Chapter 66. HUD authorizes DCHA to use other than current circumstances to anticipate income when:

(a) An imminent change in circumstances is expected;

(b) It is not feasible to anticipate a level of income over a twelve (12) month period (e.g., seasonal or cyclic income); and

(c) DCHA believes that past income is the best available indicator of expected future income.

6502.4 DCHA will use HUD's Enterprise Income Verification (EIV) system as required by HUD and follow all verification policies as outlined in Chapter 66.

6502.5 When DCHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), DCHA will calculate income based on patterns of employment, paid benefits, and receipt of other income and will use the results of this analysis to establish annual income;

(a) Any time current circumstances are not used to project annual income, a clear rationale for the decision shall be documented in the file. In all such cases the family may present information and documentation to DCHA to show why the historic pattern does not represent the family's anticipated income;

(b) If DCHA verifies an upcoming increase or decrease in income, annual income shall be calculated by applying each income amount to the appropriate part of the twelve (12) month period;

(c) The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases, DCHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs.

6502.6 The earned income of each member of the family who is eighteen (18) years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies.

(a) "Earned income" means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment.

Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, Social Security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

(b) A "day laborer" is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

(c) A "seasonal worker" is defined as an individual who is hired into a short-term position (e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

6502.7 DCHA will include in annual income the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation.

6502.8 All regular pay, special pay, and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

6502.9 Employment income earned by minors is not included in annual income. All other sources of unearned income for minors, except those specifically excluded by the regulations, are included.

6502.10 The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All sources of unearned income, except those specifically excluded by the regulations, are included.

(a) A family member other than the head of household or spouse/cohead is considered a dependent full-time student if they are attending school or vocational training on a full-time basis.

(b) Full-time status is defined by the educational or vocational institution the student is attending.

6502.11 HOTMA removed the statutory authority for the Earned Income Disallowance (EID). The EID is available only to families that are eligible for and participating on the program as of December 31, 2023, or before; no new families may be added on or after January 1, 2024.

6502.12 If a family is receiving the EID prior to or on the effective date of December 31,

2023, they are entitled to the full amount of the benefit for a full twenty-four (24) month period.

6502.13 The policies below are applicable only to such families. No family will still be receiving the EID after December 31, 2025. The EID will sunset on January 1, 2026, and DCHA policies below will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner:

(a) Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with their "baseline income." The family member's baseline income is their income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that they are participating in the EID.

(b) During the initial exclusion period of twelve (12) consecutive months, the full amount (one hundred percent (100%)) of any increase in income attributable to new employment or increased earnings is excluded.

(c) During the second twelve (12) month exclusion period, DCHA will exclude fifty percent (50%) of any increase in income attributable to new employment or increased earnings.

(d) The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends twenty-four (24) months later. During the twenty-four (24) month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.

6502.14 Annual income includes net income from the operation of a business or profession. "Net income" is gross income minus business expenses that allows the business to operate. "Gross income" is all income amounts received into the business, prior to the deduction of business expenses.

(a) Expenditures for business expansion or amortization of capital indebtedness may not be used as deductions in determining net income.

(1) "Business expansion" is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations.

(2) "Capital indebtedness" is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery.

This means DCHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

(b) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations.

(c) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

(d) Net income will be included when it matches gross income when no business expenses are reported and/or verified by the family.

(e) If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

(f) If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6502.15 If a business entity (e.g., limited liability company or limited partnership) owns an asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one-third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets.

6502.16 Annual income includes income received as an independent contractor is included in annual income, even if the source, date, or amount of the income varies.

(a) An "independent contractor" is defined as an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

6502.17 Periodic payments are forms of income received on a regular basis. These will be included unless excluded under the section on Annual Income Exclusions.

(a) Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is

nonrecurring income. However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one (1) year that can be extended.

(b) Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income.

(c) Periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income. Payments received in lieu of wages for worker's compensation are excluded, even if paid in periodic payments, if the income will last for a period of less than one year.

6502.18 DCHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

(a) When a delayed-start payment is received that is to be included and the family reports this during the period in which DCHA is processing a regular recertification, DCHA will adjust the family's rent retroactively for the period the payment was intended to cover.

(b) If the delayed-start payment is received outside of the time DCHA is processing a regular recertification, then DCHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, DCHA will conduct an interim in accordance with policies in this ACOP. If not, DCHA will consider the amount when processing the family's next annual recertification.

6502.19 Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is not considered actual income from assets. However, any distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.

6502.20 An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

6502.21 DCHA is required to use the gross benefit amount to calculate annual income from Social Security benefits, including Supplemental Security Income (SSI).

(a) Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and

SSI benefits are adjusted to reflect the increase, if any, in the cost of living. Effective the day after the SSA has announced the COLA, DCHA is required to factor in the COLA when determining Social Security and SSI annual income for regular and interim recertifications of family income that have not yet been completed and will be effective January 1 or later of the upcoming year.

(b) When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, DCHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

(c) However, when the SSA overpays an individual, resulting in withholding or deduction from their benefit amount until the overpayment is paid in full, DCHA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

6502.22 DCHA will include as annual income only those child support and/or alimony payments that are actually received by the family.

6502.23 If no payments have been made in the last one hundred eighty (180) days, DCHA will not include child support and/or alimony in annual income.

6502.24 DCHA will include averaged and annualized payments (excluding lump sum payments) received over the last six (6) full months, unless the family can verify that they expect to receive a different amount going forward.

6502.25 Public (or welfare) assistance—including Temporary Assistance for Needy Families (TANF) and any federal, state, or local government payments to individuals or families that are not excluded by HUD or DCHA —is included as annual income.

6502.26 When a welfare agency imposes a sanction that reduces a resident family's TANF income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, DCHA must include in annual income the imputed welfare income; however, this requirement does not apply to applicant households (for example, if the individual receiving the TANF was not an assisted resident at the time of the sanction, the welfare income cannot be imputed). The imputed welfare income is the amount that the benefits were reduced as a result of the sanction.

6502.27 DCHA must request from the welfare agency verification of the reason for the reduction of benefits and the amount of the reduction of benefits. The requirement under section § 6502.26 does not apply to reductions in welfare benefits:

(a) At the expiration of the lifetime or other time limit on the payment of

welfare benefits,

(b) If a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or

(c) Because a family member has not complied with other welfare agency requirements.

6502.28 The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero.

6502.29 A "trust" is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

(a) For a revocable trust under the control of the family or household, any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(b) See the section on Annual Income Exclusions for additional information concerning income from trusts.

6502.30 Nonrecurring income, which is income that will not be repeated beyond the coming year (such as twelve (12) months following the effective date of the certification) based on information provided by the family, is excluded from annual income. See the section on Annual Income Exclusions.

(a) Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

(b) Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming regular recertification period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended.

6502.31 DCHA will include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

(a) Any assistance to students under section 479B of the Higher Education Act

of 1965 (Tile IV of the HEA) will be excluded from the family's annual income, as will any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the federally mandated income exclusions. See the section on Annual Income Exclusions.

(b) For a student who is not the head of household or spouse/co-head, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(c) The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by DCHA.

(d) DCHA will verify tuition and fees according to its verification policies.

6502.32 DCHA will calculate student financial assistance as follows:

(a) If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, DCHA will exclude the full amount of the assistance received under Title IV from the family's annual income. DCHA will not calculate actual covered costs in this case.

(b) If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, DCHA will first calculate the actual covered costs to the student in accordance with 24 CFR § 5.609(b)(ii). DCHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. DCHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.

(c) When a student receives assistance from both Title IV of the HEA and from other sources, DCHA will first calculate the actual covered costs to the student in accordance with 24 CFR § 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.

(1) If the amount of assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the assistance included under other student financial assistance would be excluded from income.

(2) If the amount of assistance excluded under Title IV of the HEA is

less than the actual covered costs, DCHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

6503 DETERMINING ASSET INCOME

6503.1 Upon approval in the MTW Plan, family assets include the market value of all assets owned by the family, except where specifically excluded in this section.

6503.2 Upon approval in the MTW Plan, when the market value of the family's total assets is greater than Fifty Thousand Dollars ($50,000), DCHA will multiply the total market value of the family's assets by the HUD-established passbook savings rate to calculate and include imputed asset income. Any asset which is excluded will not be counted toward the total market value of the family's assets.

6503.3 Upon approval in the MTW Plan, when the market value of the family's total assets is Fifty Thousand Dollars ($50,000) or less, DCHA will exclude all income from those assets. DCHA may determine the market value assets of a family based on a self-certification by the family that their total family assets do not exceed Fifty Thousand Dollars ($50,000).

6503.4 The market value of an asset is its worth in the market (such as the amount a buyer would pay for real estate or the total value of an investment account).

6503.5 Bank accounts, such as checking, savings, and credit union accounts, are included as assets. DCHA will use the current balance of each account in determining its market value.

6503.6 Financial investments such as stocks, bonds, saving certificates, and money market funds are included as assets. DCHA will use the value of the account on the most recent investment report in determining its market value.

6503.7 Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset.

6503.8 The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets. DCHA will use the policy's current surrender value as the market value of the asset.

6503.9 Assets do not include the value of term life insurance, which has no cash value to the individual before death.

6503.10 There are two types of trusts, revocable and irrevocable.

(a) Irrevocable trusts, which include special needs trusts, are not under the

control of any member of the family or household are not included as assets. DCHA will also not include as income any amounts earned by the trust (such as interest earned, rental income if the property is held in the trust) for so long as the income from the trust is not distributed.

(b) A revocable trust is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

(1) Revocable trusts under the control of the family or household (e.g., the grantor is a member of the assisted family or household) are considered assets and must be included in family assets. In this case, DCHA will exclude as income any distributions from the trust to the family and include income from the assets per HUD requirements.

(2) Revocable trusts that are not under the control of the family are excluded from family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. For the revocable trust to be considered excluded from family assets, no family or household member may be the account's trustee.

6503.11 An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses.

(a) Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs.

(b) DCHA will exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

6503.12 If an asset is owned by more than one person and any family member has unrestricted access to the asset, DCHA shall count the full value of the asset unless:

(a) The asset is otherwise excluded;

(b) The family can demonstrate that the asset is inaccessible to them; or

(c) The family cannot dispose of any portion of the asset without the consent of another owner who refuses to comply.

6503.13 A family member has unrestricted access to an asset when they can legally dispose of the asset without the consent of any of the other owners.

6503.14 If the family demonstrates that they can only access a portion of an asset, then only that portion's value is included in the calculation of net family assets for the family.

6503.15 Any income from a jointly owned asset must be included in annual income, unless:

(a) The income is specifically excluded;

(b) The family demonstrates that they do not have access to the income from that asset; or

(c) The family only has access to a portion of the income from that asset.

6503.16 If an individual is a beneficiary who is entitled to access the account's funds only upon the death of the account's owner, and may not otherwise withdraw funds from an account, then the account is not an asset to the assisted family, and the family should provide proper documentation demonstrating that they are only a beneficiary on the account.

6503.17 DCHA will count as a current asset any business or family asset that was disposed of for less than fair market value during the two (2) years prior to the effective date of the examination/reexamination, except as noted below:

(a) Assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms. To qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

(b) Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale. Families must sign a declaration form at initial certification and each regular recertification, and/or as required by DCHA in its discretion, thereafter identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. DCHA may verify the value of the assets disposed of if other information available to DCHA does not appear to agree with the information reported by the family.

(c) DCHA shall not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two (2) years exceeds the gross amount received for the assets by more than one thousand dollars ($1,000);

6503.18 Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

6503.19 Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

6503.20 Assets moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

6503.21 When the two (2) year period expires, the income assigned to the disposed asset(s) also expires. If the two (2) year period ends between regular recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

6503.22 The following are excluded from the calculation of the market value of assets:

(a) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;

(b) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986;

(c) The value of any qualified tuition program under section 529 of such Code;

(d) The value of any ABLE account authorized under section 529A of such Code;

(e) Interests in Indian trust land;

(f) Equity in a manufactured home where the family receives assistance under 24 CFR Part 982;

(g) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR Part 982;

(h) Family Self-Sufficiency Accounts;

(i) The full amount of assets held in an irrevocable trust;

(j) The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household;

(k) Other exclusions listed in section § 6503; and

(l) Other exclusions required by HUD upon implementation of HOTMA.

6503.23 [RESERVED]

6503.24 [RESERVED]

6503.25 [RESERVED]

6503.26 [RESERVED]

6503.27 [RESERVED]

6503.28 [RESERVED]

6503.29 [RESERVED]

6503.30 [RESERVED]

6503.31 [RESERVED]

6503.32 [RESERVED]

6503.33 [RESERVED]

6503.34 [RESERVED]

6503.35 [RESERVED]

6503.36 [RESERVED]

6503.37 [RESERVED]

6503.38 [RESERVED]

6503.39 [RESERVED]

6503.40 [RESERVED]

6503.41 [RESERVED]

6503.42 [RESERVED]

6503.43 [RESERVED]

6503.44 [RESERVED]

6503.45 [RESERVED]

6503.46 [RESERVED]

6503.47 [RESERVED]

6503.48 [RESERVED]

6503.49 [RESERVED]

6503.50 [RESERVED]

6503.51 [RESERVED]

6503.52 [RESERVED]

6504 ANNUAL INCOME EXCLUSIONS

6504.1 Subject to applicable HUD guidance and DCHA MTW policy, annual income does not include the types of income listed in this § 6504.

6504.2 Per DCHA's MTW, income from assets when the market value of family assets total Fifty Thousand Dollars ($50,000) or less.

6504.3 The following types of trust distributions:

(a) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under 24 CFR § 5.603(b):

(1) Distributions of the principal or corpus of the trust; and

(2) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(b) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

6504.4 Earned income of children (including foster children) under the age of eighteen (18) years.

6504.5 Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

6504.6 Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

6504.7 Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

6504.8 Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

6504.9 Income of a live-in aide, foster child, or foster adult as defined in 24 CFR §§ 5.403 and 5.603, respectively.

6504.10 Any assistance that section 479B of the Higher Education Act of 1965, as amended, required to be excluded from a family's income including Bureau of Indian Affairs/Education student assistance programs:

(a) If the amount of this excluded assistance equals or exceeds the amount of actual covered costs described under § 6504.11 below, none of the assistance described below is excluded as income.

(b) If the amount of this excluded assistance is less than the amount of actual covered costs described under § 6504.11 below, staff will exclude the lower of:

(1) The total amount of student financial assistance received under § 6504.11, or

(2) The amount by which the actual covered costs (as described below) exceed the assistance excluded under item § 6504.9.

6504.11 Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit, and expressly for a student who is not the head of household or spouse.

(a) "Student financial assistance" means a grant or scholarship received from:

(1) The federal government;

(2) A state, tribal, or local government;

(3) A private foundation registered as a nonprofit;

(4) A business entity; or

(5) An institution of higher education.

(b) Student financial assistance does not include:

(1) Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income (as noted above);

(2) Financial support provided to the student in the form of a fee for services performed (for example, a work study or teaching fellowship that is not excluded);

(3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded, exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(c) Student financial assistance must be:

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education; or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(d) Student financial assistance may be paid directly to the student or to the educational institution on the student's behalf.

(e) The student financial assistance exclusion applies to both part-time and full-time students.

6504.12 Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, baby bond accounts created, authorized, or funded by Federal, State, or local government.

6504.13 The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

6504.14 Certain amounts received that are related to participation in the following programs:

(a) Amounts received under HUD-funded training programs (i.e., Step-up program: excludes stipends, wages, transportation payments, child care vouchers for the duration of the training);

(b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(c) Amounts received by a client in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;

(d) Amounts received under a client services stipend (not to exceed Two Hundred Dollars ($200) a month). A client service stipend is a modest amount received by a resident for performing a service for DCHA or the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and client initiatives coordination; or

(e) Incremental earnings and/or benefits to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with the local government), and training of family members as client management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

6504.15 Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

6504.16 Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.

6504.17 Adoption assistance payments for a child in excess of the amount of the deduction for a dependent.

6504.18 Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

6504.19 Payments related to aid and attendance under 38 U.S.C. §1521 to veterans in need of regular aid and attendance.

6504.20 Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment.

6504.21 Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

6504.22 Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

6504.23 Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

6504.24 Amounts specifically excluded by any other federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. The most recent list of exclusions was published in the Federal Register on January 31, 2024. It includes:

(a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. § 2017 (b));

(b) Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. § 5044(f)(1), 42 U.S.C § 5058) are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Service appointed under 42 U.S.C. § 12651c determines that the value of allsuch payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater (42 U.S.C. § 5044(f)(1)).

(c) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. § 1626(c));

(d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. § 5506);

(e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. § 8624(f)(1));

(f) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);

(g) The first Two Thousand Dollars ($2,000) of per capita shares received from judgment funds awarded by the National Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first Two Thousand Dollars ($2,000) per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. § 1407-1408);

(h) Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C § 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. § 1087uu). For Section 8 programs only (42 U.S.C. § 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C § 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20. U.S.C. § 1002)), shall not be considered income to that individual if the individual is over the age of Twenty-Three (23)

with dependent children (Pub. L. 109-115, section 327) (as amended);

(i) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. § 3056(g));

(j) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in In Re Agent Orange Product Liability Litigation, M.D.L. No. 381 (E.D.N.Y.);

(k) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420 section 9(c));

(l) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. § 9858q);

(m) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. § 32(j));

(n) The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of twelve (12) months from receipt (26 U.S.C. § 6409);

(o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation (Pub. L. 95-433 section 2);

(p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. § 12637(d));

(q) Any allowance paid to children of Vietnam veterans born with spinal bifida (38 U.S.C. § 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. § 1811-16), and children of certain Korean and Thailand service veterans born with spinal bifida (38 U.S.C. § 1821-22) is excluded from income and assets (38 U.S.C § 1833(c));

(r) Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. § 20102(c));

(s) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. § 3241(a)(2));

(t) Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. § 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. § 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);

(u) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (Pub. L. 101-503 section 8(b)); this exclusion also applies to assets;

(v) Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in monthly prospective amounts (42 U.S.C. § 1437a(b)(4));

(w) Any amounts:

(1) Not actually received by the family;

(2) That would be eligible for exclusion under 42 U.S.C. § 1382b(a)(7); and

(3) Received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 (25 U.S.C. § 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269 section 2) to the definition of income applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. § 4101 et seq.);

(x) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.) for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291 section 101(f)(2);

(y) Any amounts in an individual development account are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income as provided by the Assets for Independence Act, as amended (42 U.S.C § 604(h)(4));

(z) Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in Notice PIH 2013–1 and 2013-55 must be excluded

from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013–1. The first Two Thousand Dollars ($2,000) of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. § 117b(a), 25 U.S.C. § 1407);

(aa) Federal assistance for a major disaster and emergency received by individuals under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as mended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. § 5155(d));

(bb) Any amount in an ABLE account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09/H 2019–06 or subsequent or superseding notice is excluded from income and assets; and

(cc) Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021.

6504.25 Replacement housing gap payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing gap payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing gap payments;

6504.26 Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(a) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than one hundred eighty (180) days and not culminating in permanent employment;

(b) Direct Federal or State payments intended for economic stimulus or recovery;

(c) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received;

(d) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received;

(e) Gifts for holidays, birthdays, or other significant life events or milestones (such as wedding gifts, baby showers, anniversaries);

(f) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization; and

(g) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

6504.27 Civil rights settlements or judgments, including settlements or judgments for back pay;

6504.28 Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family;

6504.29 Income earned on amounts placed in a family's Family Self Sufficiency Account; and

6504.30 Gross income a family member receives through self-employment or operation of a business, except where gross income equals net income.

6505 ADJUSTED INCOME

6505.1 [RESERVED]

6505.2 This § 6502 covers DCHA policies related to mandatory deductions.

6505.3 DCHA shall use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child-care during school and non-school periods and cyclical medical expenses), DCHA shall estimate costs based on historic data and known future costs; and

6505.4 If a family has an accumulated debt for medical or disability assistance expenses, DCHA shall include as an eligible expense the portion of the debt that the family

expects to pay during the period for which the income determination is being made. However, amounts previously deducted are not allowed even if the amounts were not paid as expected in a preceding period. DCHA may require the family to provide documentation of payments made in the preceding year.

6505.5 The HUD-established allowance is deducted from annual income for each dependent. "Dependent" is defined as any family member other than the head, spouse, or co-head who is under the age of eighteen (18) or who is eighteen (18) or older and is a person with disabilities or a full-time student. DCHA will implement changes to the amount of the dependent deduction in accordance with required updates published by HUD annually. Foster children, foster adults, and live-in aides are never considered dependents.

6505.6 A single deduction per the HUD-established allowance is taken for any elderly or disabled family.

6505.7 An "elderly family" is a family whose head, spouse, co-head, or sole member is fifty-five (55) years of age or older, and a "disabled family" is a family whose head, spouse, co-head, or sole member is a person with disabilities. DCHA will implement changes to the amount of the elderly and disabled deductions in accordance with required updates published by HUD annually.

6505.8 Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent (3%) of annual income.

6505.9 The health and medical care expense deduction is permitted only for families in which the head, spouse, or co-head is at least fifty-five (55) years old or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

6505.10 HUD regulations define "health and medical care expenses" at 24 CFR § 5.603(b) to mean "any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed."

6505.11 DCHA shall use the most current IRS Publication 502, "Medical and Dental Expenses," as a reference to help determine the costs that qualify as health and medical care expenses. However, DCHA must review each expense to determine whether it is eligible in accordance with HUD's definition of health and medical care expenses.

Summary of Allowable Medical Expenses	
Services of medical professionals Surgery and medical procedures that are necessary, legal, non-cosmetic Services of medical facilities Hospitalization, long-term care, and in-home nursing services Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails) Substance abuse treatment programs	Psychiatric treatment Ambulance services and some costs of transportation related to medical expenses The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) Cost and continuing care of necessary service animals Medical insurance premiums or the cost of a health maintenance organization (HMO)
Note: This chart provides a summary of eligible medical expenses only. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.	

6505.12 When expenses anticipated by a family could be defined as either medical or disability assistance expenses; DCHA shall consider them medical expenses unless the expenses are incurred exclusively to enable a person with disabilities to work.

6505.13 Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member (disability assistance expense) may be deducted if they:

(a) Are necessary to enable a family member eighteen (18) years or older to work;

(b) Are not paid to a family member or reimbursed by an outside source;

(c) In combination with any medical expenses, exceed three percent (3%) of annual income; and

(d) Do not exceed the earned income received by the family member who is enabled to work.

6505.14 A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work.

6505.15: The family must identify the family members enabled to work because of the disability assistance expenses. In evaluating the family's request, DCHA considers

factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

6505.16 When DCHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes.

6505.17 "Auxiliary apparatus" includes: wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals but only if these items are directly related to permitting the disabled person or other family member to work.

6505.18 Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost-of-service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

6505.19 Attendant Care Expenses are eligible and include the following:

(a) Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities;

(b) Attendant care expenses are included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible; and

(c) If the care attendant also provides other services to the family, DCHA prorates the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation is based upon the number of hours spent in each activity or the number of persons under care.

6505.20 No disability expenses may be deducted for payments to a member of a tenant

family. However, expenses paid to a relative who is not a member of the tenant family may be deducted if they are not reimbursed by an outside source.

6505.21 The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work.

6505.22 The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

6505.23 DCHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality.

6505.24 "Child-care expenses" are defined as amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further their education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child-care. In the case of child-care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

6505.25 Child-care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household. However, child-care expenses for foster children that are living in the assisted family's household are included when determining the family's child-care expenses.

6505.26 The family must identify the family member(s) enabled to work, seek work or further their education.

6505.27 In evaluating the family's request, DCHA shall consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

6505.28 If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination.

6505.29 If the child care expense being claimed is to enable a family member to further their education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

6505.30 If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment

during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

6505.31 When a family member looks for work or furthers their education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable.

6505.32 The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

6505.33 DCHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working.

6505.34 The type of care to be provided is determined by the tenant family. The DCHA may not refuse to give a family the child-care expense deduction because there is an adult family member in the household that may be available to provide child-care.

6505.35 For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child-care.

6505.36 The costs of general housekeeping and personal services are not eligible. Likewise, child-care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child-care to relatives who do not live in the unit are eligible; and

6505.37 If a child-care provider also renders other services to a family or child-care is used to enable a family member to conduct activities that are not eligible for consideration, DCHA shall prorate the costs and allow only that portion of the expenses that is attributable to child-care for eligible activities. Unless otherwise specified by the child-care provider, the calculation is based upon the number of hours spent in each activity and/or the number of persons under care.

6506 CALCULATING RENT

6506.1 The first step in calculating income-based rent is to determine each family's total tenant payment (TTP).

6506.2 TTP is the highest of the following:

(a) Thirty percent (30%) of the family's monthly adjusted income;

(b) Ten percent (10%) of the family's monthly gross income;

(c) The welfare rent; and

(d) The minimum rent of $0.

6506.3 DCHA has authority to suspend and exempt families from minimum rent when a financial hardship exists.

6506.4 Welfare rent does not apply in the District of Columbia.

6506.5 The minimum rent for the District of Columbia is Zero Dollars ($0).

6506.6 Utility reimbursements are not paid to the family when there are no tenant-paid utilities (for example, DCHA pays for all utilities).

6506.7 [RESERVED]

6506.8 [RESERVED]

6506.9 [RESERVED]

6506.10 [RESERVED]

6506.11 [RESERVED]

6506.12 [RESERVED]

6506.13 [RESERVED]

6506.14 [RESERVED]

6506.15 [RESERVED]

6506.16 [RESERVED]

6506.17 [RESERVED]

6506.18 [RESERVED]

6506.19 [RESERVED]

6506.20 [RESERVED]

6506.21 [RESERVED]

6506.22 [RESERVED]

6506.23 [RESERVED]

6506.24 Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent.

6506.25 When determining a family's income- based rent, DCHA must use the utility allowance applicable to the type of dwelling unit leased by the family.

6506.26 All current DCHA-managed public housing properties include utility costs in the rent, so no utility allowance is applied nor is any utility reimbursement given.

6506.27 Privately-managed public housing in mixed-finance properties may or may not include the costs of utilities in the rent. For those that do not include utilities in the rent, the utility allowance is subtracted from the TTP. Then:

(a) If the result of this calculation is a positive number, that is the tenant rent;

(b) If the result of this calculation is a negative number, that is referred to as a utility reimbursement, which may be paid to the family or directly to the utility company by DCHA

6506.28 On request from a family whose rent does not include the cost of utilities, DCHA shall approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability.

6506.29 Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

6506.30 For families whose rent does not include the cost of utilities, DCHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within control of the resident, as the DCHA deems appropriate. The family must request the higher allowance and provide DCHA with an explanation about the additional allowance required.

6506.31 DCHA does not require the families to pay utilities at DCHA owned and operated properties. As noted above, families in public housing in privately managed mixed-finance properties may be required to pay utilities.

6506.32 In determining the amount of the reasonable accommodation or individual relief for tenant-paid utilities, DCHA shall allow a reasonable measure of additional usage as necessary. To arrive at the amount of additional utility cost of specific equipment, the family may provide information from the manufacturer of the

equipment, or the family or DCHA may conduct an internet search for an estimate of usage or additional monthly cost.

6506.33 Information on reasonable accommodation and individual relief for charges in excess of the utility allowance is provided to all residents of properties managed directly by DCHA and managed by a third-party with tenant-paid utilities at move-in and with any notice of proposed allowances, schedule surcharges, and revisions. DCHA shall also provide information on utility relief programs or medical discounts (sometimes referred to as "Medical Baseline discounts") that may be available through local utility providers.

6506.34 Families with tenant-paid utilities must request the higher allowance and provide DCHA with information about the amount of additional allowance required.

6506.35 At its discretion, DCHA may reevaluate the need for the increased utility allowance as a reasonable accommodation at any regular reexamination.

6506.36 If the excessive consumption is caused by a characteristic of the unit or DCHA-supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation, the relief to the family ceases when the situation is remedied.

6506.37 DCHA must review at least annually the basis on which utility allowances have been established.

6506.38 DCHA must revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of ten percent (10%) or more from the rates on which such allowances were based.

6506.39 Adjustments to resident payments as a result of the changes in § 6503.37 must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective. Such rate changes are not subject to the sixty (60) day notice.

6506.40 The tenant rent calculations must reflect any changes in the DCHA's utility allowance schedule.

6506.41 Between annual reviews of utility allowances, DCHA shall only revise its utility allowances due to a rate change, when required to by the federal regulations.

6506.42 A "mixed family" is one that includes at least one (1) U.S. citizen or eligible immigrant and any number of ineligible family members. DCHA must prorate the assistance provided to a mixed family in accordance with 24 CFR § 5.520(d).

6506.43 Policies related to the reexamination of families paying flat rent are contained in Chapter 68, and policies related to the establishment and review of flat rents are

contained in Chapter 81.

6506.44 Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

6506.45 [RESERVED]

6506.46 DCHA shall offer a family the choice between flat and income-based rent upon admission and upon each subsequent regular reexamination.

6506.47 DCHA shall require families to submit their choice of flat or income-based rent in writing and shall maintain such requests in the tenant file as part of the admission or annual reexamination process.

6506.48 [RESERVED]

6506.49 A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship.

6506.50 Upon determination by DCHA that a financial hardship exists, DCHA shall allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request.

6506.51 [RESERVED]

6506.52 DCHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent.

Chapter 66, [RESERVED], of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 66 VERIFICATION

6600 INTRODUCTION

6600.1 DCHA will verify all information that is used to establish the family's eligibility and level of assistance and will obtain written authorization from the family in order to collect the information.

6600.2 Applicants and program participants must cooperate with the verification process as a condition of receiving assistance.

6600.3 DCHA will not pass on the cost of verification to the family.

6600.4 [RESERVED]

6600.5 This Chapter summarizes those requirements and provides supplementary DCHA policies, in four sections:

(a) Section 6601 describes the general verification process;

(b) Section 6602 provides more detailed requirements related to family information;

(c) Section 6603 provides information on income and assets, and

(d) Section 6604 covers mandatory deductions.

6600.6 Verification policies, rules and procedures are modified as needed to accommodate persons with disabilities in accordance with Chapter 61 of this Title. All information obtained through the verification process are handled in accordance with the records management policies established by DCHA.

6601 GENERAL VERIFICATION REQUIREMENTS

6601.1 The family must supply any information that DCHA or HUD determines is necessary to the administration of the program and must consent to DCHA verification of that information.

6601.2 It is required that all adult applicants and tenants sign form HUD-9886-A, Authorization for Release of Information. DCHA will not require that the form be signed again except under the following circumstances:

(a) When any person eighteen (18) years or older becomes a member of the family;

(b) When a current member of the family turns eighteen (18); or

(c) As required by HUD or DCHA in administrative instructions.

6601.3 The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to DCHA to revoke consent.

6601.4 DCHA will deny admission to the program or terminate assistance if any member of the family fails to sign and submit the HUD 9886-A. Further, revocation of consent to the form HUD-9886-A by any family member will result in termination of assistance or denial of admission.

6601.5 HUD and DCHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members.

6601.6 Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

6601.7 If any family member who is required to sign a consent form fails to do so, DCHA shall deny admission to applicants and terminate the lease of tenants. The family may request a hearing in accordance with DCHA's grievance procedures in Chapter 79.

6601.8 DCHA will follow the verification hierarchy in section 6601.9 below, use the most reliable form of verification that is available, and document the reasons when DCHA uses a lesser form of verification.

6601.9 In order of priority, the forms of verification that DCHA uses are:

(a) Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system;

(b) UIV using a non-HUD system;

(c) Written Third Party Verification (may be provided by applicant or resident);

(d) Written Third-party Verification Form;

(e) Oral Third-party Verification; and

(f) Self-Certification.

6601.10 Any documents used for verification must be dated within one hundred twenty (120) days of DCHA receipt except for fixed income sources. For fixed income sources, the documents must be dated within the appropriate benefit year. The documents must not be damaged so as to obscure or omit necessary information, altered or in any way illegible. Family-provided documents may be submitted by mail, electronically, or in person.

6601.11 Any family self-certifications must be made in a format acceptable to DCHA and must be signed by the family member whose information or status is being verified.

6601.12 DCHA will document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process are recorded in the family's file in sufficient detail to demonstrate that DCHA has followed all of the verification policies set forth in this Chapter.

6601.13 DCHA documents, in the family file, the following:

(a) Reported family annual income;

(b) Value of assets;

(c) Expenses related to deductions from annual income; and

(d) Other factors influencing the adjusted income or income-based rent determination.

6601.14 When DCHA is unable to obtain third-party verification, DCHA shall document in the family file the reason that third-party verification was not available. This allows DCHA to document that it attempted to obtain verification as specified in section 6601.9 before using other types of verification such as written third-party verification form or oral third-party verification.

6601.15 There may be legitimate differences between the information provided by the family and UIV-generated information. DCHA will take action to resolve the discrepancy, including, but not limited to, discussing the discrepancy with the family and requesting the family provide additional documentation. Thereafter, DCHA will promptly notify the family in writing in the event of an adverse finding. The family may contest any adverse findings through DCHA's informal review process.

6601.16 DCHAs will use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with 24 CFR 5.236 and administrative guidance issued by HUD. HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families.

6601.17 [RESERVED]

6601.18 When DCHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action is taken pursuant to the policies in Chapter 80, Program Integrity.

6601.19 The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to Public and Indian Housing Information Center (PIC) data for a match on Social Security number, name, and date of birth.

6601.20 DCHA will run other EIV reports as required by HUD to verify the accuracy of information received and to ensure program integrity.

6601.21 [RESERVED]

6601.22 [RESERVED]

6601.23 Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source.

6601.24 Examples of acceptable tenant-provided documents include:

(a) Pay stubs;

(b) Payroll summary reports;

(c) Employer notice or letters of hire and termination;

(d) SSA benefit verification letters;

(e) Bank statements;

(f) Child support payment stubs;

(g) Welfare benefit letters or printouts; and

(h) Unemployment monetary benefit notices.

6601.25 DCHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

6601.26 Third-party documents provided by the family must be dated within one hundred twenty (120) days of DCHA receipt, except for fixed income sources. For fixed income sources, the documents must be dated within the appropriate benefit year;

6601.27 If DCHA determines that third-party documents provided by the family are not acceptable, DCHA shall explain the reason to the family and request additional documentation.

6601.28 [RESERVED]

6601.29 [RESERVED]

6601.30 [RESERVED]

6601.31 DCHA sends third-party verification forms directly to the third party; Third-party verification forms are sent when third-party verification documents are unavailable by the family or are rejected by DCHA.

6601.32 In collecting third-party oral verification, DCHA staff records in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

6601.33 [RESERVED]

6601.34 Third-party verification may not be available in all situations.

(a) If the family cannot provide original documents, DCHA pays the costs required to obtain third-party verification, unless it is not cost effective in which case a self-certification is acceptable as the only means of verification. The cost of verification is not passed on to the family; and

(b) The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost.

6601.35 Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

6601.36 DCHA accepts a self-certification from a family as verification of assets disposed of for less than fair market value.

6601.37 [RESERVED].

6601.38 Upon HUD approval, DCHA will implement an MTW policy permitting DCHA to accept the family's self-certification of the value of assets if the total value of family assets is less than Fifty Thousand Dollars ($50,000).

6601.39 All family members eighteen (18) years of age and older must sign the family's declaration.

6601.40 DCHA shall not include income from assets in its income calculation unless the total value of all assets is Fifty Thousand Dollars ($50,000) or more.

6601.41 DCHA uses third-party documentation for assets if the total value of all assets is Fifty Thousand Dollars ($50,000) or more, or if DCHA receives information indicating the family's certification of total asset value being less than Fifty Thousand Dollars ($50,000) is incorrect.

6601.42 When HUD requires third-party verification, self-certification, or "tenant declaration," is used as a last resort when DCHA is unable to obtain third-party verification.

6601.43 Self-certification, however, is an acceptable form of verification when:

(a) A source of income is fully excluded; or

(b) Net family assets total Fifty Thousand Dollars ($50,000) or less.

6601.44 If a family member is claiming exemption from the Community Service requirement (see Chapter 73) based on receipt of food stamps, DCHA may require verification of Supplemental Nutrition Assistance Program (SNAP) or food stamps benefits dated within the prior one hundred twenty (120) days.

6601.45 DCHA may opt to follow its policy to implement streamlined regular recertifications for fixed sources of income for self-certification (See Chapter 68).

6601.46 [RESERVED]

6601.47 When information cannot be verified by a third party or by review of documents, family members are required to submit self-certifications attesting to the accuracy of the information they have provided to DCHA;

6601.48 DCHA may require a family to certify that a family member does not receive a particular type of income or benefit;

6601.49 The self-certification must be made in a format acceptable to DCHA and must be signed by the family member whose information or status is being verified.

6601.50 Self-certification is not acceptable for the following:

(a) Social Security/SSI benefits;

(b) Public assistance;

(c) Disability (unless obvious or otherwise known, for reasonable accommodation purposes only);

(d) Unemployment;

(e) Veteran's Administration pension;

(f) Court-ordered child support;

(g) Worker's compensation;

(h) Unreimbursed medical expenses; and

(i) Full-time student status.

6602 VERIFYING FAMILY INFORMATION

6602.1 DCHA requires families to furnish the following verification of legal identity for each household member:

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers	Certificate of birth
Church issued baptismal certificate	Adoption papers
Current, valid driver's license or Department of Motor Vehicle identification card	Custody agreement
U.S. military discharge (DD 214)	Health and Human Services ID
Current U.S. passport	Certified school records
Current government employer identification card with picture	

(a) If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required;

(b) If none of these documents can be provided and at DCHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a written format acceptable to DCHA and be signed by the family member whose information or status is being verified; and

(c) Legal identity is verified for all applicants at the time of eligibility determination and in cases where DCHA has reason to doubt the identity of a person representing themselves to be a tenant or a member of a tenant family.

6602.2 The family must provide documentation of a valid SSN for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include existing residents who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

6602.3 Note that an individual who previously declared to have eligible immigration status may not change their declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Additionally, the head of household may not opt to remove a household member from the family composition for this purpose.

6602.4 DCHA must accept the following documentation as acceptable evidence of the SSN:

(a) An original SSN card issued by the SSA;

(b) An original SSA issued document, which contains the name and SSN of the individual; and

(c) An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

6602.5 DCHA may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.

6602.6 DCHA shall explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to DCHA within thirty (30) days.

6602.7 If an applicant family includes a child under six (6) years of age who joined the household within the six (6) months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within ninety (90) days.

6602.8 DCHA grants one additional ninety (90) day extension (for a total of one hundred eighty (180) days to submit) if needed for reasons beyond the applicant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

6602.9 When a resident requests to add a new household member who is at least six (6) years of age, or who is under the age of six (6) and has an SSN, the resident must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. DCHA may not add the new household member until such documentation is provided

6602.10 When a resident requests to add a new household member who is under the age of six (6) and has not been assigned an SSN, the resident must provide the SSN assigned to each new child and the required documentation within ninety (90) calendar days of the child being added to the household.

(a) DCHA grants one additional ninety (90) day extension (for a total of one hundred eighty (180) days to submit) if needed for reasons beyond the resident's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

(b) Social Security numbers must be verified only once during continuously assisted occupancy unless DHCA has reason to question the accuracy of the

information provided.

6602.11 [RESERVED]

6602.12 A birth certificate or other official record of birth is the preferred form of age verification for all family members.

6602.13 For elderly family members an original document that provides evidence of the receipt of Social Security retirement benefits is acceptable.

6602.14 If an official record of birth or evidence of Social Security retirement benefits cannot be provided, DCHA requires the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

6602.15 Age need only be verified once during continuously assisted occupancy unless DCHA has reason to believe the information provided is inaccurate.

6602.16 Applicants and tenants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in Chapter 61.

6602.17 Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

6602.18 If DCHA has reasonable doubts about a marital relationship, DCHA shall require the family to document the marriage with a marriage certificate or other documentation to verify that the couple is married.

6602.19 In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (such as, by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

6602.20 If DCHA has reasonable doubts about a divorce or separation, DCHA shall require the family to provide documentation of the divorce or separation with a certified copy of a divorce decree, signed by a court officer; a copy of a court-ordered maintenance or other court record; or other documentation that shows a couple is divorced or separated.

6602.21 If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (such as, documentation of another address at which the person resides such as a lease or utility bill).

6602.22 For foster children and/or foster adults in the household, third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

6602.23 DCHA requires families to provide information about the student status of all students who are eighteen (18) years of age or older. This information is verified only if:

(a) The family claims full-time student status for an adult other than the head, spouse, or cohead; or

(b) The family claims a childcare deduction to enable a family member to further their education.

6602.24 DCHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income.

6602.25 Verification of receipt of disability benefits from the SSA is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions.

6602.26 Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR § 5.403, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

6602.27 For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See Chapter 61. The knowledgeable professional verifies whether the family member does or does not meet the HUD definition.

6602.28 Federal housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons.

6602.29 The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member; this must be signed personally by any family member eighteen (18) or older and by a guardian for minors. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy, unless DCHA has reason to believe inaccurate information has been provided.

6602.30 Family members who claim U.S. citizenship or national status are not required to

provide additional documentation unless DCHA receives information indicating that an individual's declaration may not be accurate.

6602.31 The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

6602.32 For family members age sixty-two (62) or older who claim to be eligible immigrants, proof of age is required in the manner described in §§ 6602.15-6602.17 of this ACOP. No further verification of eligible immigration status is required.

6602.33 For family members under the age of sixty-two (62) who claim to be eligible immigrants, the family must provide verification of their status, and DCHA must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

6602.34 DCHA follows all USCIS protocols for verification of eligible immigration status.

6603 VERIFYING INCOME AND ASSETS

6603.1 Section 6501 of this ACOP describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This section provides DCHA policies that supplement the general verification procedures specified in § 6601.

6603.2 [RESERVED]

6603.3 Employment verification will be verified according to the verification hierarchy as noted in § 6601. For verification of wages using pay stubs, DCHA requires the most current (as defined in §§ 6601.10 and 6601.26), consecutive pay stubs based on frequency of receipt as follows: four (4) weekly pay stubs, two (2) bi-weekly or semi-monthly pay stubs, and/or two (2) monthly pay stubs. At DCHA's discretion, if additional paystubs are needed due to the family's circumstances (such as, sporadic income and fluctuating schedule), DCHA may request additional paystubs or a payroll record.

6603.4 Business and Self-Employed Income

(a) Business owners and self-employed persons are required to provide:

(1) An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a profit and loss statement of income must be submitted, and the business owner or self-employed person must certify to its accuracy; and

(2) DCHA reserves the right to request all schedules completed for filing federal and local taxes in the preceding year;

(3) If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

(b) DCHA provides a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person is required to submit the information requested and to certify to its accuracy at all future reexaminations.

(c) At any reexamination DCHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

(d) For self-employment income from a rental property, the family must provide:

(1) A current executed lease for the property that shows the rental amount or certification from the current tenant; and

(2) A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year. DCHA may request additional documentation to verify net rental income.

(e) If a family member has been self-employed less than three (3) months, DCHA shall accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months DCHA shall require the family to provide documentation of income and expenses for this period and use that information to project income.

6603.5 For policies governing streamlined income determinations for fixed sources of income, please see Chapter 68.

6603.6 Verification requirements for Social Security (SS) and Supplemental Security Income (SSI) benefits differ for applicants and participants.

6603.7 Applicants must provide a copy of their current SS or SSI benefit letter (documents must be dated within the appropriate benefit year; see section § 6601.8) for each family member that receives SS or SSI benefits.

6603.8 For residents, DCHA must obtain information through the EIV system and confirm

with the tenant that the current listed benefit amount is correct.

6603.9 If the resident disputes the EIV reported benefit amount, or if benefit information is not available in EIV, DCHA must request a current SSA benefit verification letter (documents must be dated within the appropriate benefit year; see section § 6601.8) from each family member that receives SS or SSI benefits.

6603.10 Photocopies of Social Security checks or bank statements are not acceptable forms of verification for SS or SSI benefits.

6603.11 If the family reports that it receives child support or alimony payments, whether regular or irregular, DCHA will follow the verification hierarchy to obtain documentation of the frequency and amount of payments received by the family. As needed, DCHA may require verification that such payments are no longer received.

6603.12 Upon HUD approval, DCHA's verification of assets depends on the market value of the family's total assets as described below:

(a) When a family's total assets have a market value of Fifty Thousand Dollars ($50,000) or less, DCHA will use self-certification to verify the market value of the asset. However, DCHA reserves the right to require third-party verification of assets if it has reason to believe the family has unreported or under-reported income or assets; or

(b) When a family's total assets have a market value exceeding Fifty Thousand Dollars ($50,000), DCHA will use its established verification methods to verify the market value of the asset.

6603.13 The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. DCHA needs to verify only those certifications that warrant documentation.

6603.14 DCHA verifies the value of assets disposed of only if:

(a) DCHA does not already have a reasonable estimation of its value from previously collected information; or

(b) The amount reported by the family in the certification appears obviously in error.

6603.15 A detailed discussion of excluded income is provided in § 6503.

6603.16 HUD guidance on verification of excluded income draws a distinction between income which is fully excluded and income which is only partially excluded.

6603.17 [RESERVED]

6603.18 DCHA accepts the family's self-certification as verification of fully excluded income, except as noted in § 6601.40. DCHA may request additional documentation if necessary to document the income source.

6603.19 [RESERVED]

6603.20 DCHA verifies the source and amount of partially excluded income as described in § 6601 of this chapter.

6603.21 DCHA may check UIV sources or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, Social Security, SSI, earned income, etc. are not being received by families claiming to have zero annual income.

6603.22 For families reporting no income or only income that is excluded, DCHA requires the tenant to complete a zero-income affidavit; DCHA may complete a follow up reexamination within one hundred eighty (180) days.

6604 VERIFYING MANDATORY DEDUCTIONS

6604.1 The dependent and elderly/disabled family deductions require only that DCHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

6604.2 DCHA verifies that the head, spouse, or cohead is fifty-five (55) years of age or older or a person with disabilities.

6604.3 Policies related to medical expenses are found in § 6502.7-6502.10. The amount of the deduction is verified following the standard verification procedures described in § 6601.

6604.4 Medical expenses are verified through:

(a) Written third-party documents provided by the family, such as printouts or receipts;

(b) DCHA makes a best effort to determine what expenses from the past are likely to continue to occur in the future.

(c) DCHA also accepts evidence of monthly payments or total payments that shall be due for medical expenses during the upcoming twelve (12) months; and

(d) Written third-party verification forms if the family is unable to provide acceptable documentation.

6604.5 Elderly/disabled families may be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

6604.6 In addition to § 6604.4, DCHA must verify that:

(a) The household is eligible for the deduction;

(b) The costs to be deducted are qualified medical expenses;

(c) The expenses are not paid for or reimbursed by any other source; and

(d) Costs incurred in past years are counted only once.

6604.7 The medical expense deduction is permitted only for households in which the head, spouse, or cohead is at least fifty-five (55) or a person with disabilities.

6604.8 To be eligible for the medical expenses deduction, the costs must qualify as medical expenses as discussed in Chapter 65.

6604.9 [RESERVED]

6604.10 When anticipated costs are related to on-going payment of medical bills incurred in past years, DCHA shall verify:

(a) The anticipated repayment schedule;

(b) The amounts paid in the past; and

(c) Whether the amounts to be repaid have been deducted from the family's annual income in past years.

6604.11 Policies related to disability assistance expenses are found in §§ 6502.11- 6502.26 The amount of the deduction is verified following the standard verification procedures described in § 6601.

6604.12 Expenses for attendant care are verified through:

(a) Written third-party documents provided by the family, such as receipts or cancelled checks;

(b) Third-party verification form signed by the provider, if family-provided documents are not available; and

(c) If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming twelve (12) months.

6604.13 Expenses for auxiliary apparatus are verified through;

(a) Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that are due for the apparatus during the upcoming twelve (12) months;

(b) Third-party verification form signed by the provider, if family-provided documents are not available; and

(c) If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

6604.14 In addition to §§ 6604.10-12, DCHA must verify:

(a) The family member for whom the expense is incurred is a person with disabilities;

(b) The expense permits a family member, or members, to work; and

(c) The expense is not reimbursed from another source.

6604.15 [RESERVED]

6604.16 To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

6604.17 The family is required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

6604.18 Policies related to childcare expenses are found in Chapter 65. The amount of the deduction for childcare expenses shall be verified following the standard verification procedures described in § 6601. In addition, DCHA must verify that:

(a) The child is eligible for care (twelve (12) or younger);

(b) The costs claimed are not reimbursed;

(c) The costs enable a family member to work, actively seek work, or further their education;

(d) The costs are for an allowable type of childcare; and

(e) The costs are reasonable.

6604.19 To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of thirteen (13). DCHA verifies that the child being cared for (including foster children) is under the age of thirteen (13).

6604.20 The family and the care provider are required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

6604.21 DCHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

6604.22 DCHA may verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

6604.23 The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 65.

(a) DCHA verifies that the type of childcare selected by the family is allowable, as described in Chapter 65;

(b) DCHA verifies that the fees paid to the childcare provider cover only childcare costs (such as no housekeeping services or personal services) and are paid only for the care of an eligible child (for example, prorate costs if some of the care is provided for ineligible family members); and

(c) DCHA verifies that the childcare provider is not an assisted family member. Verification is made through the head of household's declaration of family members who are expected to reside in the unit.

6604.24 Only reasonable childcare costs can be deducted.

(a) The actual costs the family incurs is compared with DCHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable; and

(b) If the family presents a justification for costs that exceed typical costs in the area, DCHA requests additional documentation, as required, to support a determination that the higher cost is appropriate.

Chapter 67, [RESERVED], of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 67 LEASING AND INSPECTIONS

6700 INTRODUCTION

6700.1 This Chapter is divided into three (3) sections as follows:

(a) Section 6701 describes pre-leasing activities and DCHA's policies pertaining to lease execution, lease modification, and payments under the lease;

(b) Section 6702 describes DCHA's policies for inspecting dwelling units; and

(c) Section 6703 describes the criteria for Biennial HQS Inspections.

6700.2 [RESERVED]

6700.3 [RESERVED]

6701 LEASING

6701.1 The Lessee is the member(s) of the eligible family who have signed the Lease.

6701.2 The term of the lease will be for a period of twelve (12) months. The lease will be renewed automatically for another twelve (12) month term, except that DCHA may not renew the lease if the family has violated the community service requirement or unless the lease has been terminated pursuant to Chapter 78.

6701.3 After unit acceptance but prior to occupancy, a DCHA representative shall conduct a lease orientation with the Lessee. The Lessee is required to attend the orientation.

6701.4 When families attend the lease orientation, they are provided with:

(a) A copy of the lease;

(b) A copy of DCHA's grievance procedure;

(c) A copy of the house rules (if applicable for the development);

(d) A copy of DCHA's schedule of maintenance charges;

(e) A copy of "Is Fraud Worth It?" (Form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse;

(f) A copy of "What You Should Know about EIV," a guide to the Enterprise

Income Verification (EIV) system published by Department of Housing and Urban Development (HUD) as an attachment to Notice PIH 2017-12;

(g) A copy of the form HUD-5380, Violence Against Women Act (VAWA) Notice of Occupancy Rights;

(h) A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking;

(i) A copy of DCHA's smoke free policy;

(j) For units where tenants are responsible for paying utilities, a notice that includes the procedures for requesting relief and DCHA's criteria for granting requests for relief for excess utility surcharges;

(k) The HUD pamphlet on lead-based paint entitled, "Protect Your Family from Lead in Your Home.";

(l) A copy of the Pet Policy located in Chapter 70;

(m) The D.C. Tenant Bill of Rights; and

(n) For units where tenants are responsible for paying utilities, a copy of the schedule of Excess Utility Charges;

6701.5 Topics to be discussed and explained to the head of household at the lease orientation include:

(a) Applicable deposits and all other charges;

(b) Review and explanation of lease provisions;

(c) Unit maintenance requests and work orders;

(d) DCHA's regular and interim reporting requirements;

(e) Review and explanation of occupancy forms;

(f) Community service requirements;

(g) Family choice of rent;

(h) VAWA protections;

(i) Smoke-free policies;

(j) Pet Policy; and

(k) Consequences for any breach of the lease.

6701.6 The lease must be executed by the Lessee and DCHA, except for interim changes to household members and automatic renewals of a lease. The Rent Change letter, which is sent to the Lessee after interim and regular recertification and provides information on changes resulting from the recertification, serves as a supplement to the lease.

6701.7 A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one DCHA unit to another or if there is a new Lessee.

6701.8 The lease will state the composition of the household as approved by DCHA (family members and any DCHA-approved live-in aide).

6701.9 The head of household and spouse or co-head, are required to sign the public housing lease prior to admission. An appointment shall be scheduled for the parties to execute the lease.

6701.10 DCHA will provide the Lessee is a copy of the executed lease and DCHA shall retain a copy in the resident's file.

6701.11 A live-in aide is not a party to the lease, a Lessee, or a family member and is not entitled to DCHA assistance.

6701.12 A live-in aide must sign a live-in aide Acknowledgement Statement form.

6701.13 The live-in aide may be terminated if the household member no longer requires an aide.

6701.14 The lease may be modified at any time by written agreement of the Lessee and an authorized representative of DCHA, except the following changes, which may be executed unilaterally by DCHA:

(a) Any change in rent, either an increase or decrease, shall be stated in a special supplement which shall, upon issuance, become part of the lease;

(b) Changes to implement excess utility charges;

(c) Any revision to reflect change in family composition other than head of household;

(d) Changes to implement Lessee's choice to voluntarily vacate;

(e) Late charges assessed from payment of Rent or utility;

(f) Special supplements to a lease which assesses the amount due under the prior lease;

(g) Changes in the amount of security deposit;

(h) Changes in DCHA's policies, rules and regulations; and

(i) Charges assessed pursuant to the Schedule of Charges posted in the Property Manager's Office.

6701.15 DCHA may modify its lease and lease addenda from time to time. However, DCHA will give the Lessee at least thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. DCHA must also consider any comments before formally adopting a new lease.

6701.16 After proposed changes have been incorporated into the lease, each Lessee must be notified at least sixty (60) days in advance of the effective date of the new lease or lease revision.

6701.17 A Lessee’s refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy.

6701.18 The Lessee will have thirty (30) days to accept the revised lease. If the Lessee does not accept the offer of the revised lease within that thirty (30) day timeframe, the Lessee’s tenancy is terminated for other good cause in accordance with the policies in Chapter 78.

6701.19 When DCHA proposes to modify or revise schedules of special charges or rules and regulations, DCHA will provide at least 30 days’ written notice and an opportunity for affected residents to present written comments which will be taken into consideration by DCHA, in accordance with the regulations at 24 CFR § 966.5. DCHA will post a copy of the notice in the property management office and mail and/or deliver a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.

6701.20 DCHA shall require security deposits in accordance with the lease. The amount of the security deposit will not exceed one (1) month’s rent.

6701.21 Lessee must pay a security deposit to DCHA at the time of admission. The amount of the security deposit is equal to the family’s total tenant payment at the time of move-in and must be paid in full prior to occupancy.

6701.22 DCHA will retain the security deposit for the period the Lessee occupies the unit.

DCHA shall not use the security deposit for rent or other charges while the resident is living in the unit.

6701.23 Within forty-five (45) days of move-out, DCHA shall refund to the Lessee the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and any other charges or amounts due under the lease in accordance with Title 14 DCMR, § 309;

6701.24 In accordance with Title 14 DCMR, § 308.8, DCHA shall not pay any interest on any security deposits.

6701.25 If the Lessee transfers to another unit, the Lessee's security deposit shall be transferred to the transfer unit.

6701.26 If the Lessee was charged for any maintenance or other charges or amounts due for the original unit, those amounts shall be transferred to the new unit and DCHA may require a new security deposit from the Lessee prior to execution of a new lease for the transfer unit.

6701.27 If the Lessee transfers to another unit, whether requested by Lessee or required by DCHA, any consent judgment agreement, settlement agreement, pending cause of action, notice to vacate, notice to cure or vacate or notice of past due rent, or repayment agreement entered into while the Lessee resided at the original unit, shall automatically be transferred to, and become part of, the Lease for the unit to which the Lessee transferred. All prior balances will be transferred to the Lessee's obligations at the transfer unit.

6701.28 The lease will specify the initial amount of the rent at the beginning of the initial lease term, and DCHA must give written notice stating any change in the amount of rent and when the change is effective.

6701.29 The rent is due and payable at DCHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

6701.30 If the Lessee's rent changes, DCHA shall notify the Lessee of the new amount and the effective date by sending a Rent Change letter which becomes a special supplement to the lease.

6701.31 If the Lessee fails to pay the rent by the tenth ($10^{th)}$ day of the month, regardless of whether the tenth ($10^{th)}$ day of the month is a holiday, Saturday, or Sunday, then the Lessee shall be liable for a late charge of five percent (5%) of the monthly rent or Fifty Dollars ($50.00), whichever is less.

6701.32 The notice of proposed adverse action will identify the specific grounds for the

action and inform the Lessee of their right for a hearing under DCHA's grievance procedures.

6701.33 If the Lessee fails to pay the rent by the tenth day of the month, and DCHA has not agreed in writing to accept payment at a later date, DCHA shall serve the Lessee with a thirty (30) day notice of past due rent combined with a notice of intent to file claim.

6701.34 When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of Twenty-Five Dollars ($25.00) or the amount charged by the financial institution, whichever is larger, will be charged to the family.

6701.35 Notice of the availability of procedures for requesting relief (including DCHA representatives with whom initial contact may be made by the Lessee) and DCHA's criteria for granting requests, are included in each notice to residents of changes in surcharges as well as to new residents as part of the lease orientation.

6701.36 If DCHA charges the tenant for maintenance and repair beyond normal wear and tear, the lease will state the basis for the determination of such charges.

6701.37 Schedules of special charges for services and repairs due to damage by the tenant are incorporated in the lease by reference must be publicly posted in a conspicuous manner in the property management office and must be furnished to applicants and tenants upon request.

6701.38 The lease must provide those charges for maintenance and repair beyond normal wear and tear are not due and collectible until two (2) weeks after DCHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action.

6701.39 The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the DCHA grievance procedures.

6701.40 When applicable, families are charged for maintenance and damages according to DCHA's current schedule. Work that is not covered in the schedule is charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable). Charges may include contractor fees for failure to provide access;

(a) Notices of maintenance and damage charges are mailed monthly and are in accordance with requirements regarding notices of adverse actions. Charges are due and payable fourteen (14) business days after billing.

(b) Nonpayment of maintenance and damage charges is a serious violation of

the lease and is grounds for eviction.

6701.41 DCHA's minimum heating standards are as follows: DCHA shall comply with the requirements of the District Housing Code § 500, et seq. and applicable DC Property Maintenance Codes (such as 12 DCMR § 602 and 12 DCMR § 608.1) relating to heating and cooling requirements.

6702 INSPECTIONS

6702.1 This section contains DCHA's policies governing inspections, notification of unit entry, and inspection results.

6702.2 The lease will require DCHA and the Lessee to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by DCHA and the Lessee, must be provided to the Lessee and retained in the resident file.

6702.3 Lessee must attend the initial inspection and sign the inspection form.

6702.4 DCHA will inspect the unit at the time the resident vacates the unit and must allow the Lessee to participate in the inspection if they wish, unless the tenant vacates without notice to DCHA. DCHA must provide to the Lessee a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

6702.5 The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

6702.6 When applicable, DCHA provides the Lessee with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within fifteen (15) business days of conducting the move-out inspection.

6702.7 Annually, DCHA will self-inspect its properties, including all units, to ensure units are maintained in accordance with NSPIRE standards in 24 CFR § 5.703.

6702.8 As part of the self-inspection process, DCHA will ensure that deficiencies previously cited and repaired as a result of an NSPIRE inspection have not subsequently failed.

6702.9 DCHA will maintain the results of self-inspections for three (3) years and must provide the results to HUD upon request.

6702.10 Supervisory quality control inspections are conducted in accordance with DCHA's maintenance plan.

6702.11 DCHA staff may access the unit in order to conduct a special inspection for any of

the following reasons:

(a) Housekeeping;

(b) Unit condition;

(c) Suspected lease violation;

(d) Preventive maintenance;

(e) Routine maintenance; and

(f) There is reasonable cause to believe an emergency exists.

6702.12 Building exteriors, grounds, common areas and systems are inspected according to DCHA's maintenance plan.

6702.13 DCHA may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing.

6702.14 DCHA shall notify the Lessee in writing at least forty-eight (48) hours prior to any non-emergency inspection;

6702.15 For regular inspections, DCHA will provide the Lessee at least forty-eight (48) hours written notice of the inspection to allow the family to prepare the unit for the inspection;

6702.16 Except for emergencies, entry for repairs requested by the Lessee will follow forty-eight (48) hours' written notice, unless the family waives that timeframe;

6702.17 Except for emergencies, DCHA staff shall not enter the dwelling unit to perform inspections or repairs where a pet resides unless accompanied for the entire duration of the inspection by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Chapter 70.

6702.18 Except for emergencies, management shall not enter the dwelling unit to perform inspections or repairs when a minor child is alone in the premises.

6702.19 DCHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, DCHA must leave a written statement showing the date, time, and purpose of the entry prior to leaving the dwelling unit.

6702.20 Failure to provide access for an inspection after proper notice is a violation of the

lease. If the Lessee changes or adds a lock to the premises, the Lessee must provide a key to DCHA within twenty-four (24) hours of the change.

6702.21 The Lessee is required to be present for move-in inspections. There is no such requirement for other types of inspections. The Lessee may attend the inspection if they wish.

6702.22 If no one is at home for an annual inspection, the inspector shall enter the unit, conduct the inspection, and provide the Lessee with a copy of the inspection report within forty-eight (48) hours of the conducted inspection.

6702.23 DCHA will maintain safe and habitable dwelling units and make necessary repairs to dwelling units in accordance with the regulations at 24 CFR § 966.4(e). Under NSPIRE, DCHA must correct all life-threatening or severe deficiencies within twenty-four (24) hours.

6702.24 If DCHA cannot make repairs within a reasonable period of time, DCHA must offer the Lessee standard alternative accommodations.

6702.25 If DCHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage.

6702.26 Rent shall not be abated if the damage was caused by a household member or guest, the Lessee failed to report the violation, or if the resident rejects the alternative accommodations.

6702.27 If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the Lessee must immediately notify the DCHA of the damage, and DCHA must make repairs within a reasonable time frame.

6702.28 DCHA will correct deficiencies resulting in a non-emergency work order identified during a DCHA-conducted inspection within fifteen (15) business days of the inspection date. If DCHA is unable to make repairs within that period due to circumstances beyond DCHA's control (for example, required parts or services are not available, or due to weather conditions) DCHA will notify the family of an estimated date of completion. The Lessee must allow DCHA access to the unit to make repairs.

6702.29 Except for emergencies, DCHA staff shall not enter the dwelling unit to perform repairs where a pet resides unless accompanied for the entire duration of the repair by the pet owner designated by the Lessee in accordance with the pet policies in Chapter 70.

6702.30 Damages to the unit beyond wear and tear are billed to the Lessee in accordance with the policies in Chapter 67.

6702.31 Repeated or excessive damages to the unit beyond normal wear and tear are considered a serious or repeated violation of the lease.

6702.32 Families must keep the unit in a clean and safe condition and dispose of all garbage, rubbish and other waste in a sanitary and safe manner.

6702.33 DCHA considers a unit unclean or unsafe if it contains fire or other hazards (including but not limited to conditions created by the household or their guests that encourage insect or rodent infestation or that increase the insurance obligations of the property) or clutter that in DCHA's sole discretion affects or may affect the health and safety of the dwelling unit or on the premises. In these instances, DCHA may provide proper notice of a lease violation to the Lessee.

6702.34 A reinspection will be conducted within thirty (30) calendar days to confirm that the family has complied with the requirement to abate the problem.

6702.35 Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 78.

6702.36 Notices of lease violation are also issued to the Lessee if any member of the family purposely disengage the unit's smoke detector or carbon monoxide alarm. Only one warning will be given. A second incidence will result in lease termination.

6702.37 During an NSPIRE inspection, REAC inspectors will inspect areas and associated items or components that are listed in the regulations as affirmative requirements and those included within the NSPIRE standards.

6702.38 DCHA will provide all residents with at least seven (7) days' notice of an NSPIRE inspection. Notice will be provided through multiple communication methods, including by posted notice on each resident's door and through email where applicable. All materials, notices, and communications to families regarding the inspection will be clearly communicated and provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act (Section 504) and HUD's Section 504 regulation, and Titles II or III of the Americans with Disabilities Act (ADA) and implementing regulations.

6702.39 DCHA will correct all Life-Threatening and Severe deficiencies within twenty-four (24) hours. Correcting the deficiency means DCHA will resolve or sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents or the hazard is blocked until permanent repairs can be completed. A correction could include controlling or blocking access to the hazard by performing a temporary relocation of the resident while repairs are made.

6702.40 While DCHA will complete all repairs expeditiously, if a permanent repair is not possible within twenty-four (24) hours, DCHA will correct the deficiency by

performing an interim repair to remove the health and safety hazard. If the correction is temporary or professional services or materials are unavailable within twenty-four (24) hours, DCHA will provide a target date for permanent correction. Such interim repairs will be fully completed within a reasonable timeframe approved by HUD.

6702.41 The family must allow DCHA access to the unit to make repairs, subject to notification requirements in § 6702.16.

6702.42 If DCHA is unable to make repairs within the periods identified in the NSPIRE standards due to circumstances beyond DCHA's control (e.g., required parts or services are not available, weather conditions), DCHA will provide HUD with a timeframe for completing permanent repairs and obtain HUD approval. DCHA will also notify the family of an estimated date of completion.

6703 SMOKING POLICY

6703.1 In accordance with the HUD requirements at 24 CFR § 965.653, and PIH Notice 2017-03, DCHA has implemented smoke-free policies.

6703.2 The DCHA smoking policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

6703.3 Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures.

6703.4 Smoking is also prohibited in outdoor areas within twenty-five (25) feet from public housing and administrative office buildings.

6703.5 Possession of Prohibited Products is also prohibited in the areas listed in § 6703.3 and § 6703.4.

6703.6 DCHA is not a guarantor of a smoke-free environment. DCHA is not required to take steps in response to smoking unless it has actual knowledge of the smoking and the identity of the responsible resident.

6703.7 Lease Violation. Residents are responsible for the actions of their household, their guests, and visitors. Repeated failures to adhere to conditions in §§ 6703.3- 6703.6 will constitute both a material non-compliance with the lease agreement and a serious violation of the Lease Agreement. In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this section.

6703.99 Definitions.

The term "Prohibited Products" include paraphernalia such as water pipes or hookahs.

The term "smoking" means:

(a) Inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product in any manner or in any form.

(b) Inhaling, exhaling, breathing, carrying, or possessing any Electronic Nicotine Delivery Systems (ENDS) which includes e-cigarettes, nicotine inhalers, and vaping devices.

(c) Any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited marijuana product in any manner or any form, including medical marijuana.

Chapter 68, [RESERVED], of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 68 REEXAMINATIONS

6800 INTRODUCTION

6800.1 DCHA is required to reexamine each family's income and composition periodically, and to adjust the family's rent accordingly.

6800.2 The frequency with which the DCHA must reexamine the income and composition of a family depends on whether the family pays income-based rent or flat rent. HUD requires DCHA to offer all families the choice of paying income-based rent or flat rent at least annually. DCHA's policies for offering families a choice of rents is located in Chapter 65.

6800.3 This Chapter 68 discusses reexaminations in the following matter:

(a) Section 6801 describes regular reexaminations for Families Paying Income Based Rents. This section discusses the requirements for biennial or triennial (as applicable) reexamination of income and family composition. Full reexaminations are conducted at least once every two (2) or three (3) (as applicable) years for families paying income-based rents;

(b) Section 6802 describes Reexaminations for Families Paying Flat Rents. This section contains the DCHA's policies for conducting full reexaminations of family income and composition for families paying flat rents. These full reexaminations are conducted at least once every three (3)

years. This section also contains DCHA's policies for conducting annual updates of family composition for flat rent families;

(c) Section 6803 describes Interim Reexaminations. This section includes HUD requirements and DCHA policies related to when a family may and must report changes that occur between regular reexaminations; and

(d) Section 6804 describes Recalculating Tenant Rent. After gathering and verifying required information for a regular or interim reexamination, DCHA must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 65, this section describes the policies that affect these calculations during a reexamination.

6800.4 Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this ACOP, apply to annual and interim reexaminations.

6801 REGULAR REEXAMINATIONS FOR FAMILIES PAYING INCOME BASED RENTS

6801.1 For those families who choose to pay income-based rent, DCHA will conduct a reexamination of income and family composition at least biennially, according to their approved MTW initiative. However, DCHA conducts reexaminations at least triennially for elderly or disabled families who have a fixed income.

6801.2 For families who choose flat rents, DCHA will conduct a reexamination of family composition at least annually and will conduct a reexamination of family income at least once every three (3) years. Policies related to the reexamination process for families paying flat rent are located in § 6802.

6801.3 For all residents of public housing, whether those residents are paying income-based or flat rents, DCHA must conduct an annual review of community service requirement compliance.

6801.4 DCHA is required to obtain all of the information necessary to conduct reexaminations.

6801.5 Families are required to provide current and accurate information on income, assets, allowances and deductions, household composition and community service compliance as part of the reexamination process.

6801.6 [RESERVED]

6801.7 [RESERVED]

6801.8 [RESERVED]

6801.9 [RESERVED]

6801.10 [RESERVED]

6801.11 [RESERVED]

6801.12 [RESERVED]

6801.13 DCHA schedules reexaminations to coincide with the family's anniversary date. DCHA begins the reexamination process approximately one hundred twenty (120) days in advance of the scheduled effective date.

6801.14 "Anniversary date" is defined as twenty-four (24) months from the effective date of the family's last reexamination (for families required to recertify biennially); or, during a family's first year in the program, from the effective date of the family's initial examination (admission); or thirty-six (36) months from the effective date of the family's last reexamination (for families required to recertify triennially).

6801.15 If the family transfers to a new unit, DCHA shall perform a new reexamination, and the anniversary date shall be changed.

6801.16 DCHA may also schedule a reexamination for completion prior to the anniversary date for administrative purposes.

6801.17 Families generally are required to participate in the reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact DCHA to request a reasonable accommodation pursuant to Chapter 61.

6801.18 Notification of reexamination interviews are sent by first-class mail or by email and contain the date, time, and location of the interview. Notification shall inform the family of the information and documentation that must be brought to the interview.

6801.19 If the family is unable to attend a scheduled interview, the family must contact DCHA in advance of the interview to schedule a new appointment.

6801.20 In all circumstances, if a family does not attend the scheduled interview DCHA sends a second notification with a new interview appointment time.

6801.21 If a family fails to attend two (2) scheduled interviews without DCHA approval, the family is in violation of their lease and may be terminated in accordance with the policies in Chapter 78.

6801.22 An advocate, interpreter, or other assistant may assist the family in the

reexamination interview process.

6801.23 The terms of the public housing lease require the family to furnish information regarding income and family composition as may be necessary for the redetermination of rent, eligibility, and the appropriateness of the housing unit.

6801.24 Families are asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information includes but is not limited to a DCHA-designated reexamination form, as well as supporting documentation related to the family's income, expenses, and household composition.

6801.25 Any required documents or information that the family is unable to provide at the time of the interview or any stated deadline must be provided within ten (10) business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

6801.26 If the family does not provide the required documents or information within the required time frame (plus any extensions), the family is in violation of their lease and will be subject to termination in accordance with the policies in Chapter 78.

6801.27 The information provided by the family generally must be verified in accordance with the policies in Chapter 66. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

(a) Legal identity;

(b) Age;

(c) Social Security numbers;

(d) A person's disability status; and

(e) Citizenship or immigration status.

6801.28 Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. DCHA may use the results of the annual reexamination to require the family to move to an appropriate size unit. Policies related to such transfers are located in Chapter 77.

6801.29 Information obtained through criminal background checks may be used for lease enforcement and eviction. Criminal background checks of residents may be conducted in DCHA's sole discretion.

6801.30 Each household member age eighteen (18) and over is required to sign a consent form for a criminal background check as part of the reexamination process.

6801.31 At the reexamination, as part of the recertification questionnaire, DCHA asks whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. DCHA uses the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

6801.32 DCHA proposes to terminate assistance based on lifetime sex offender registration information, DCHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination in accordance with Chapter 78.

6801.33 For families who include nonexempt individuals, DCHA must determine compliance with community service requirements once each twelve (12) months in accordance with Chapter 73.

6801.34 As part of the biennial/triennial reexamination process, DCHA must make appropriate adjustments in the rent after consultation with the family and upon verification of the information.

(a) In general, an increase in the tenant rent that results from a reexamination shall take effect on the family's anniversary date, and the family shall be notified at least thirty (30) days in advance.

(1) If less than thirty (30) days remain before the scheduled effective date, the increase shall take effect on the first of the month following the end of the thirty (30) day notice period;

(2) If DCHA chooses to schedule a reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date shall be determined by DCHA, but shall always allow for the thirty (30) day notice period; and

(3) If the family causes a delay in processing the reexamination, *increases* in the tenant rent is applied retroactively to the scheduled effective date of the annual reexamination. The family is responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 81.

(b) In general, a *decrease* in the tenant rent that results from a reexamination shall take effect on the family's anniversary date.

(1) If DCHA chooses to schedule a reexamination for completion prior to the family's anniversary date for administrative purposes, the

effective date shall be determined by DCHA's discretion.

(2) If the family causes a delay in processing the regular reexamination, *decreases* in the tenant rent shall be applied prospectively, from the first day of the month following completion of the reexamination processing.

(c) Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by DCHA by the date specified, and this delay prevents DCHA from completing the reexamination as scheduled.

6802 REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS

6802.1 DCHA's policies for offering families a choice of rents are located in Chapter 65.

6802.2 For families who choose flat rents, DCHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three (3) years.

6802.3 As it does for families that pay income-based rent, DCHA must also review compliance with the community service requirement for families with nonexempt individuals.

6802.4 This section contains DCHA's policies for conducting reexaminations of families who choose to pay flat rents. However, for flat rent families who become over-income, this policy will not apply; see § 6805 for DCHA's over-income policy.

6802.5 For families paying flat rents, DCHA conducts a reexamination of family composition and compliance with the community service requirement once every year. This is referred to as an "annual update".

6802.6 In conducting full reexaminations for families paying flat rents, DCHA follows the policies used for reexamination of families paying income-based rent, but triennially.

6802.7 [RESERVED]

6802.8 [RESERVED]

6802.9 [RESERVED]

6802.10 In scheduling the annual update, DCHA follows the policy used for scheduling the reexamination of families paying income-based rent.

6802.11 The terms of the public housing lease require the family to furnish information

necessary for the redetermination of rent and family composition.

6802.12 Generally, the family is not required to attend an interview for an annual update. However, if DCHA determines that an interview is warranted, the family may be required to attend.

6802.13 Notification of the annual update is sent by first-class mail or email and informs the family of the information and documentation that must be provided to DCHA.

6802.14 The family has ten (10) business days to submit the required information to DCHA. If the family is unable to obtain the information or documents within the required time frame, the family may request an extension. DCHA accepts required documentation by mail, by email, or in person.

6802.15 If the family's submission is incomplete, or the family does not submit the information in the required time frame, DCHA shall send a second written notice to the family. The family has ten (10) business days from the date of the second notice to provide the missing information or documentation to DCHA.

6802.16 If the family does not provide the required documents or information within the required time frame (plus any extensions), the family is in violation of their lease and may be terminated in accordance with the policies in Chapter 78.

6802.17 Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 77.

6802.18 Information obtained through criminal background checks may be used for lease enforcement and eviction. Criminal background checks of residents are conducted in accordance with Chapter 78.

6802.19 Each household member age eighteen (18) and over are required to execute a consent form for criminal background check as part of the annual update process.

6803 INTERIM REEXAMINATIONS

6803.1 Family circumstances may change during the period between reexaminations. Section 6803 defines the types of information about changes in family circumstances that must be reported, and under what circumstances DCHA must process interim reexaminations to reflect those changes. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted. DCHA is also able to conduct interim reexaminations of income or family composition at any time.

6803.2 [RESERVED]

6803.3 Section 6803 includes HUD and DCHA policies that describe the changes families are *required* to report, the changes families *may choose* to report, and how DCHA processes both DCHA- and family-initiated interim reexaminations.

6803.4 Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 77.

6803.5 All families, those paying income-based rent as well as flat rent, must report all changes within thirty (30) calendar days in family and household composition that occur between reexaminations (or annual updates). Changes may be reported in writing by mail, email, or in-person.

6803.6 DCHA conducts interim reexaminations to account for any changes in household composition that occur between regular reexaminations.

6803.7 The addition of a family member as a result of birth, adoption, or court-awarded custody does not require DCHA approval. However, the family is required to promptly notify the DCHA of the addition.

6803.8 The family must inform DCHA of the birth, adoption, or court-awarded custody of a child within thirty (30) calendar days.

6803.9 With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request DCHA approval to add a new family member or other household member (live-in aide, foster child, or foster adult).

6803.10 Families must request DCHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than ten (10) consecutive days or a total of thirty (30) cumulative calendar days during any twelve (12) month period and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by DCHA prior to the individual moving into the unit.

6803.11 DCHA will not approve the addition of a new family or household member unless the individual meets DCHA's eligibility criteria (see Chapter 62) and documentation requirements (See Chapter 66 and § 6702).

6803.12 If DCHA determines that an individual does not meet DCHA's eligibility criteria or documentation requirements, DCHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

6803.13 DCHA makes its determination within a timely period of receiving all information required to verify the individual's eligibility.

6803.14 If a household member ceases to reside in the unit, the head of household must inform DCHA in writing of the change by mail, email, or in person within thirty (30) calendar days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

6803.15 DCHA may initiate an interim reexamination as a result of measures undertaken to detect errors and program abuse described in § 8001.4. Additionally, an interim reexamination may occur when the family reports a change.

6803.16 Families paying flat rent are not required to report changes in income or expenses.

6803.17 DCHA conducts interim reexaminations in each of the following instances:

(a) For families receiving the Earned Income Disallowance (EID), DCHA conducts an interim reexamination at the conclusion of the twenty-four (24) month eligibility period or effective 1/1/2026, whichever is first;

(b) If the family has reported zero income, DCHA may conduct an interim reexamination every six (6) months as long as the family continues to report that they have no income;

(c) If at the time of the reexamination, it is not feasible to anticipate a level of income for the next twelve (12) months, DCHA shall schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income; and

(d) DCHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

6803.18 DCHA will not perform an interim reexamination when a family reports within the required timeframe an increase in income within three (3) months of their regular recertification effective date.

6803.19 Income changes that require interim reexaminations:

(a) [RESERVED];

(b) DCHA only conducts interim reexaminations for families that qualify for the earned income disallowance (EID), and only when the EID family's rent changes as a result of the increase. In all other cases, DCHA notes the information in the tenant file but shall not conduct an interim reexamination; and

(c) Families are not required to report any other changes in income or expenses

between recertifications or reexaminations. Any increase in income shall only be included in the determination or annual household income at the next recertification.

6803.20 The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination. DCHA must process the request if the family reports and provides verification of a change that results in a reduced family income.

6803.21 If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent is not reduced. For more information regarding the requirement to impute welfare income see Chapter 65.

6803.22 If a family reports a change that it was not required to report and that would result in an increase in the tenant rent, DCHA notes the information in the tenant file but shall not conduct an interim reexamination.

6803.23 If a family reports a change that it was not required to report and that would result in a decrease in the tenant rent, DCHA conducts an interim reexamination.

6803.24 Families may report changes in income or expenses at any time in accordance with the following:

(a) The family may notify DCHA of changes in writing by mail, email, or in person.

(b) Generally, the family is not required to attend an interview for an interim reexamination. However, if DCHA determines that an interview is warranted, the family may be required to attend.

(c) Based on the type of change reported, DCHA determines the documentation the family is required to submit.

(d) The family must submit any required information or documents within ten (10) calendar days of receiving a request from DCHA.

(e) This time frame may be extended for good cause with DCHA approval.

(f) DCHA accepts required documentation by mail, by email, or in person.

6803.25 DCHA must make the interim reexamination within a reasonable time after the family request.

6803.26 If the family reports a change in family income or composition timely:

(a) For rent increases, DCHA must provide the family with thirty (30) days advance notice. The rent increase is effective the first of the month after the end of that thirty (30) day notice period.

(b) Rent decreases are effective on the first month after the change.

6803.27 If the family failed to report a change in family income or composition timely:

(a) For rent increases, DCHA must implement any resulting rent increases retroactively to the first (1st) of the month following the date of the change.

(b) For rent decreases, DCHA will apply the decrease the first (1st) of the month following completion of the interim reexamination.

6804 RECALCULATING TENANT RENT

6804.1 For those families paying income-based rent, DCHA must recalculate the rent amount based on the income information received during the reexamination process and notify the family of the changes.

6804.2 The tenant rent calculations must reflect any changes in DCHA's utility allowance schedule. Chapter 81 discusses how utility allowance schedules are established.

6804.3 Unless DCHA is required to revise utility allowances retroactively, revised utility allowances are applied to a family's rent calculations at the first annual reexamination after the allowance is adopted.

6804.4 The public housing lease requires DCHA to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective.

6804.5 When DCHA redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of DCHA's schedule of Utility Allowances for families in DCHA's Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, DCHA must notify the tenant that the tenant may ask for an explanation stating the specific grounds of DCHA determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the DCHA's grievance procedure.

6804.6 During an annual or interim reexamination, DCHA may discover information previously reported by the family was in error or that the family intentionally misrepresented information.

6804.7 When errors resulting in the overpayment or underpayment of rent are discovered, corrections are made in accordance with the policies in Chapter 80.

6805 OVER-INCOME FAMILIES

6805.1 An "over-income family" is defined as a family with an annual income which exceeds the over-income limit. The over-income limit is calculated by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR § 5.603(b), by a factor of 2.4. The over-income rule applies to all public housing program families, including families in the Family Self-Sufficiency (FSS) program, families receiving the Earned Income Disallowance, and families paying flat rent.

6805.2 If the family's income has exceeded the over-income limit for twenty-four (24) consecutive months, DCHA will terminate the family in accordance with the regulations at 24 CFR § 960.507(d).

6805.3 If an over-income family experiences a decrease in income during the twenty-four (24) month grace period, the family may request an interim reexamination in accordance with DCHA policy.

6805.4 If a previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the reexamination. In such instances, DCHA will notify the family in writing that they are no longer considered over-income and that the over-income policies no longer apply to them.

6805.5 If a family's income later exceeds the over-income limit again, the family will be entitled to a new twenty-four (24) month grace period.

6805.6 At a regular or interim reexamination, if a family's annual income exceeds the applicable over-income limit, DCHA will document the family file and begin tracking the family's over-income status. At this time, DCHA will notify the family in writing that:

(a) They have been determined to be over-income;

(b) If they continue to be over-income for twenty-four (24) consecutive months (twenty-four (24) month grace period), the family's assistance will be terminated; and

(c) They may request a hearing within a reasonable timeframe if they dispute the determination that they are over-income.

6805.7 Over-income families will be placed on an annual reexamination frequency beginning with the first regular or interim recertification in which the family exceeds the over-income limit. If a family is determined to be over-income at an interim recertification, DCHA will process an annual recertification for the family at that time, and reset the family's reexamination date to be effective twelve (12) months from the effective date of that transaction.

6805.8 If DCHA determines the family's annual income continues to exceed the applicable

over-income limit for twelve (12) consecutive months, DCHA will notify the family, in writing, that:

(a) Their income continues to exceed the over-income limit;

(b) If their income exceeds the over-income limit for an additional twelve (12) months, the family's assistance will be terminated; and

(c) They may request a hearing if they dispute the determination that they are over-income.

6805.9 If DCHA determines the family's income has exceeded the applicable over-income limit for twenty-four (24) consecutive months, DCHA will notify the family in writing of this determination.

6805.10 The notice in § 6805.9 will inform the family that they have exceeded the over-income limit for twenty-four (24) consecutive months and state that the family's assistance will be terminated within six (6) months, in accordance with requirements outlined in § 7804. As with the prior notices, the final notice will also inform the family of their opportunity to dispute DCHA's determination that they have exceeded the over-income limit in accordance with the regulations at 24 CFR § 960.507(c)(3)(iii).

6805.11 During the period between this notice and termination, the family:

(a) Will continue to pay their choice of rent (income-based rent, flat rent or prorated rent for mixed income families); and

(b) Is permitted to request an interim reexamination during the period between notice and termination.

6805.12 The interim reexamination in § 6805.11 will not enable the family to avoid termination after the twenty-four (24) month grace period has elapsed; DCHA will proceed with termination regardless of whether the interim reexamination may be due to loss of income.

6805.13 DCHA will report to HUD each year the number of over-income families living in public housing and the number of families on its waiting list.

6805.14 The report in § 6805.13 will specify as of the end of the calendar year, the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to public housing projects. These reports will be publicly available.

6805.15 The number of families residing in public housing with incomes exceeding the over-income limitation will include the number of families in the twenty-four (24)

month grace period, those that are in the period before termination, and any other information regarding over-income families requested by HUD.

6805.16 DCHA will report annually on the number of families on waiting lists for admission to public housing.

6805.17 Waiting list data referenced in § 6805.16 will include all public housing waiting lists with duplicates removed and will be current as of December 31 of the previous calendar year.

Chapter 70, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 70 ASSISTANCE ANIMALS AND PETS

7000 INTRODUCTION

This Chapter governs DCHA's policies on the keeping of pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of DCHA to provide a decent, safe, and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of DCHA.

7000.1 The chapter is organized as follows:

(a) Assistance animals. Section 7001 explains the difference between assistance animals, including service and support animals, and pets, and contains policies related to the designation of an assistance animal as well as their care and handling;

(b) Care of assistance animals and pets. Section 7002 discusses requirements for the care of animals in their units.

(c) Pet policies for all developments. Section 7003 includes pet policies that are common to both elderly/disabled developments and general occupancy developments; and

(d) Pet deposits and fees. Section 7004 contains policies for pet deposits and fees that are applicable to developments with distinctions between elderly/disabled and general occupancy developments.

7001 ASSISTANCE ANIMALS

7001.1 DCHA will use HUD's Division of Fair Housing and Equal Opportunity (FHEO) published Notices as guidance in its assistance animals policy.

7001.2 There are two (2) types of assistance animals:

(a) Service animals; and

(b) Support animals, which are other animals that do work, perform tasks, provide assistance, or provide therapeutic emotional support for individuals with disabilities.

7001.3 Assistance animals, including service and support animals, are not pets and thus are not subject to DCHA's pet policies described in §§ 7002-7003.

7001.4 Under the Americans with Disabilities Act (ADA), a "service animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition.

7001.5 The work or tasks performed by a service animal must be directly related to the individual's disability.

7001.6 [RESERVED]

7001.7 A service animal must be permitted in all areas of the facility where members of the public are allowed.

7001.8 If the animal does not qualify as a service animal, DCHA will next determine whether the animal would qualify as a support animal (a type of assistance animal).

7001.9 If the individual is requesting to keep a unique animal not commonly kept in households, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal. Such individuals are encouraged to submit documentation from a health care professional.

7001.10 A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and their need for the animal.

7001.11 [RESERVED]

7001.12 [RESERVED]

7001.13 [RESERVED]

7001.14 DCHA may refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an

acceptable level through the actions the individual takes to maintain or control the animal (e.g., keeping the animal in a security enclosure).

7001.15 DCHA will use the decision-making process in Notice FHEO 2020-01 or subsequent applicable notice with respect to the reasonable accommodation policies in Chapter 61 for all requests for exceptions or modifications to DCHA's rules, policies, practices, and procedures so that persons with disabilities may have assistance animals in the housing where they reside.

7001.16 For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog's services.

7001.17 For an animal to be excluded from the pet policy and be considered a support animal, there must be:

(a) a person with disabilities in the household;

(b) a disability-related need for the animal; and

(c) the family must request and DCHA approve a reasonable accommodation in accordance with the criteria outlined in Notice FHEO 2020-01 (or subsequent applicable notice) and the policies contained in Chapter 61.

7002 CARE OF ASSISTANCE ANIMALS AND PETS

7002.1 DCHA residents shall have the following responsibilities with respect to their assistance animals and pets, as applicable:

(a) Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals and pets. A resident may do this on their own or with the assistance of family, friends, volunteers, or service providers;

(b) Residents must care for assistance animals and pets in a manner that complies with state and local laws, including anti-cruelty laws;

(c) Residents must ensure that assistance animals and pets do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents;

(d) When a resident's care or handling of an assistance animal and/or pet violates these policies, DCHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the DCHA determines that no such accommodation can be made, DCHA may withdraw the approval of a particular assistance animal or pet;

(e) Residents shall be responsible for paying for services related to any assistance animal or pet-related rodent or insect infestation, as well as any assistance animal or pet-related property damage, in their unit. The resident shall keep the apartment in a sanitary condition at all times and is responsible for keeping the surrounding areas free of animal odors, waste, and litter;

(f) The resident shall store all assistance animal or pet food in sealed containers; and

(g) The resident shall be responsible for ensuring the rights of other residents to peace and quiet enjoyment, health, and safety are not infringed upon or diminished by an assistance animal's or pet's noise, odors, waste or other nuisance.

7003 PET POLICIES FOR ALL DEVELOPMENTS

7003.1 Section 7003 contains the following pet policies that apply to all developments:

(a) Residents may obtain approval from DCHA for up to two (2) pets;

(b) The pet(s) must have been registered by a licensed veterinarian or district/local authority;

(c) The registration must be renewed annually, and the resident must pay a pet deposit;

(d) The pet(s) must meet the requirements in the updated house rules.

(e) Residents who have maintained pets prior to January 2024 will be allowed to keep up to two (2) pets as long as

(1) The animal has been registered by a licensed veterinarian or district/local authority;

(2) The animal registration must be renewed annually;

(3) The resident pays a pet deposit; and

(4) The resident meets the updated house rules.

(f) Pets must be registered with DCHA before they are brought onto the premises;

(g) Registration includes documentation signed by a licensed veterinarian or

state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free and, for dogs, documentations that the dog has been licensed with the District Department of Health in accordance with § 8-1804;

(h) The registration must be renewed annually and shall be coordinated with the annual reexamination date; and

(i) Pets shall not be approved to reside in a unit until completion of the registration requirements.

7003.2 DCHA shall refuse to register a pet if:

(a) The pet is not "a common household pet" as defined in § 7002.9(a) below;

(b) Keeping the pet would violate any pet restrictions listed in this Chapter;

(c) The pet owner fails to provide complete pet registration information, or fails to update the registration annually; and

(d) DCHA reasonably determines that the pet owner is unable to keep the pet in compliance with the house rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

7003.3 If DCHA refuses to approve a pet, a written notification shall be sent to the pet owner within ten (10) business days of DCHA's decision.

7003.4 The notice in § 7003.3 shall state the reason for refusing to register the pet and informs the family of their right to appeal the decision in accordance with DCHA's public housing grievance policy in accordance with Chapter 79.

7003.5 Residents who have been approved to have a pet must enter into a pet agreement with DCHA, or the approval of the pet shall be withdrawn.

7003.6 The pet agreement is the resident's certification that they have received a copy of DCHA's pet policy or applicable house rules, that they have read the policies or rules, understand them, and agree to comply with them.

7003.7 The resident further certifies by signing the pet agreement that they understand that noncompliance with DCHA's pet policy and applicable house rules may result in the withdrawal of DCHA approval of the pet or termination of tenancy.

7003.8 DCHA will not require pet owners to obtain or carry liability insurance.

7003.9 DCHA's definitions related to common household pets are:

(a) "Common household pet" means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

(b) "Animals" that are not considered common household pets include but is not limited to the following:

(1) Reptiles;

(2) Rodents;

(3) Insects;

(4) Arachnids;

(5) Wild animals or feral animals;

(6) Pot-bellied pigs; or

(7) Animals used for commercial breeding.

(c) The following animals are not permitted as pets:

(1) Any animal whose adult weight exceeds twenty-five (25) pounds;

(2) Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations; and

(3) Any animal not permitted under District law or code.

7003.10 The following are limitations on the amount of pets:

(a) Subject to the conditions set forth in § 7002.1(d), residents may own a maximum of two (2) pets;

(b) In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to twenty (20) gallons. A tank/aquarium counts as one (1) pet.

7003.11 The following are resident responsibilities regarding the registration of a pet:

(a) Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within thirty (30) days of the pet reaching six (6) months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or

permanently medically unsafe or unnecessary;

(b) Pets must be licensed in accordance with District law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's reexamination; and

(c) Execute and abide by the pet policy lease addendum providing for the proper care and maintenance of the animal and the unit in accordance with DCHA rules and policies. Failure to abide by the pet policy will be considered a violation of the lease.

7003.12 A resident has the following duties regarding pet care and maintenance:

(a) Pet owners must maintain pets responsibly, in accordance with DCHA policies, and in compliance with applicable District public health, animal control, and animal cruelty laws and regulations, including vaccination (§ 8-1803), licenses and fees (§ 8-1804), and prohibited conduct (§ 8-1808);

(b) Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must be under the control of the resident or other responsible individual at all times;

(c) Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit;

(d) Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building; and

(e) Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

7003.13 DCHA may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

7003.14 DCHA may direct initial tenant moves as may be necessary to establish pet and no-pet areas. DCHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. DCHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

7003.15 [RESERVED]

7003.16 A resident has the following duties to mitigate waste and smells:

(a) The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by DCHA;

(b) The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times; and

(c) Litter box requirements:

(1) Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner;

(2) Litter shall not be disposed of by being flushed through a toilet; and

(3) Litter boxes shall be kept inside the resident's dwelling unit.

7003.17 The following are restrictions on pet modifications to the unit:

(a) Pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal; and

(b) Installation of pet doors is prohibited.

7003.18 Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

7003.19 Other pet requirements include:

(a) Each pet owner shall be responsible for adequate care, nutrition, exercise, and medical attention for their pet.

(b) Each pet owner shall be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage DCHA property.

(c) No animals may be tethered or chained inside or outside the dwelling unit at any time.

(d) The pet owner is required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity

of the pet owner, or by other factors that render the pet owner unable to care for the pet.

(e) The resident who cares for another resident's pet must notify DCHA and sign a statement that they agree to abide by all of the pet rules.

7003.20 Except for emergencies, management shall not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied for the entire duration of the inspection or repair by the pet owner or responsible person designated by the pet owner.

7003.21 When management is inside a unit for repairs or inspections, the pet must be held under physical restraint by the pet owner or responsible person until management has completed its tasks.

7003.22 Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease termination.

7003.23 For pets that are temporarily on the premises:

(a) Pets that are not owned by a tenant are not allowed on the premises, except for service animals defined in 7001.2 necessary for a guest.

(b) Residents are prohibited from feeding or harboring stray animals.

(c) Section 7003.23 does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations and approved by DCHA.

7003.24 The following applies to pet complaints:

(a) All complaints of cruelty and all dog bites are referred to animal control or an applicable agency for investigation and enforcement.

(b) If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice shall be served on the resident/pet owner.

(c) The notice contains a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice also states:

(1) That the pet owner has ten (10) business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

(2) That the pet owner is entitled to be accompanied by another person

of their choice at the meeting; and

(3) That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy.

(d) If the pet owner and DCHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by DCHA, DCHA may serve notice to remove the pet.

(e) The notice shall contain:

(1) A brief statement of the factual basis for DCHA's determination of the pet rule that has been violated;

(2) The requirement that the resident/pet owner must remove the pet within thirty (30) calendar days of the notice; and

(3) A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

7003.25 In the case of the death or incapacity of the pet owner:

(a) If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation shall be reported to the responsible party designated by the pet owner; and

(b) If the responsible party is unwilling or unable to care for the pet, or if DCHA after reasonable efforts cannot contact the responsible party, DCHA may contact the appropriate District agency and request the removal of the pet.

7003.26 DCHA may initiate procedures for termination of tenancy based on a pet rule violation if:

(a) The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

(b) The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

7003.27 DCHA's response to problem pets includes the following:

(a) DCHA takes all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes

an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate District entity authorized to remove such animals;

(b) If it is necessary for DCHA to place the pet in a shelter facility, the cost is the responsibility of the pet owner; and

(c) If the pet is removed as a result of any aggressive act on the part of the pet, the pet is not allowed back on the premises.

7004 PET DEPOSITS AND FEES

7004.1 [RESERVED].

7004.2 DCHA requires a resident to pay a pet deposit for each pet which will be placed in an account of the type required under applicable District law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. DCHA will comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements.

7004.3 The following apply to Pet Deposits:

(a) Pet owners are required to pay a pet deposit in addition to any other required deposits;

(b) The amount of the deposit is the lower of fifteen percent (15%) of the unit's flat rent (regardless of whether the resident is paying income-based or flat rent) or one hundred dollars ($100) in addition to any other required deposits;

(c) The pet deposit must be paid in full before the pet is brought on the premises; and

(d) The pet deposit is not part of rent payable by the resident.

7004.4 [RESERVED]

7004.5 The following is DCHA's deposit return policy:

(a) DCHA shall refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within forty-five (45) days of move-out or removal of the pet from the unit in accordance with Title 14 DCMR, § 309.1;

(b) The resident is billed for any amount that exceeds the pet deposit; and

(c) DCHA shall provide the resident with a written list of any charges against the pet deposit within forty-five (45) days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, DCHA shall provide a meeting to discuss the charges.

7004.6 [RESERVED]

7004.7 The following is the DCHA policy on charges to the resident as a result of damages caused by pets:

(a) All reasonable expenses incurred by DCHA as a result of damages directly attributable to the presence of the pet in the unit or development is the responsibility of the resident, including:

(1) The cost of repairs and replacements to the resident's dwelling unit;

(2) Fumigation of the dwelling unit; and

(3) Repairs to common areas of the project.

(b) The expense of flea elimination shall also be the responsibility of the resident;

(c) If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in §§ 6701.29- 6701.33. Pet deposits are not applied to the costs of pet-related damages during occupancy; and

(d) Charges for pet-related damage are not part of rent payable by the resident.

7004.8 DCHA's Policy on Rule Violation Fines:

(a) A separate pet waste removal charge of ten dollars ($10.00) per occurrence is assessed against pet owners who fail to remove pet waste in accordance with this policy;

(b) Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action;

(c) Pet waste removal charges are due and payable fourteen (14) calendar days after billing; and

(d) Charges for pet waste removal are not part of rent payable by the resident.

Chapter 73, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 73 COMMUNITY SERVICE

7300 INTRODUCTION

7300.1 [RESERVED]

7300.2 This Section 7300 describes DCHA policies related to community service programs in two (2) parts:

(a) Community Service Requirements. Section 7301 describes who is subject to the community service requirement, who is exempt, and DCHA's definition of economic self-sufficiency; and

(b) DCHA Implementation of Community Service. Section 7302 provides DCHA policy regarding the community service and implementation and program design.

7301 COMMUNITY SERVICE REQUIREMENT

7301.1 Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community.

7301.2 Community service is not employment and may not include political activities.

7301.3 In administering community service requirements, DCHA will comply with all District of Columbia and federal nondiscrimination and equal opportunity requirements.

7301.4 Each adult DCHA resident, who is not exempt, must:

(a) Contribute eight (8) hours per month of community service;

(b) Participate in an economic self-sufficiency program for eight (8) hours per month; or

(c) Perform eight (8) hours per month of combined activities (community service and economic self-sufficiency program).

7301.5 The required community service or self-sufficiency activity may be completed eight (8) hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as ninety-six (96) hours is completed by each annual certification of compliance.

7301.6 An "exempt individual" is an adult who:

(a) Is age sixty-two (62) years or older;

(b) Is blind or disabled (as defined under § 216(i)(l) or § 1614 of the Social Security Act), and who certifies that because of this disability the person is unable to comply with the service provisions;

(c) Is a primary caretaker of a person who is blind or disabled;

(d) Is engaged in work activities;

(e) Is able to meet requirements of being exempted under a state program funded under Part A of Title IV of the Social Security Act, or under any other welfare program of the state in which DCHA is located, including a state-administered welfare-to-work program (i.e., the individual is receiving Temporary Assistance for Needy Families, or TANF). This exemption applies to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified; or

(f) Is a member of a family receiving assistance, benefits, or services under a state program funded under Part A of Title IV of the Social Security Act, or under any other welfare program of the state in which DCHA is located, including a state-administered welfare-to-work program (such as TANF) and the Supplemental Nutrition Assistance Program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.

7301.7 DCHA considers eight (8) hours per week as the minimum number of hours needed to qualify for a work activity exemption.

7301.8 [RESERVED]

7301.9 [RESERVED]

7301.10 Eligible community service activities include, but are not limited to, work at:

(a) Local public or nonprofit institutions such as schools, head start programs, before or after school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);

(b) Nonprofit organizations serving DCHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League, organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-

up programs, beautification programs;

(c) Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;

(d) Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts;

(e) DCHA housing to improve grounds or provide gardens (so long as such work does not alter DCHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board; and

(f) Care for the children of other residents so a parent may volunteer.

7301.11 Community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work are not considered eligible community service activities.

7301.12 For purposes of satisfying the community service requirement, an "economic self-sufficiency program" is defined as any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

7301.13 Eligible self-sufficiency activities include, but are not limited to:

(a) Job readiness or job training;

(b) Training programs through local one-stop career centers, workforce investment boards (local entities administered through the United States Department of Labor), or other training providers;

(c) Employment counseling, work placement, or basic skills training;

(d) Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes;

(e) Apprenticeships (formal or informal);

(f) English proficiency or English as a second language classes;

(g) Budgeting and credit counseling; and

(h) Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling).

7301.14 As it relates to an exemption from the community service requirement, "work activities" means:

(a) Unsubsidized employment;

(b) Subsidized private sector employment;

(c) Subsidized public sector employment;

(d) Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

(e) On-the-job training;

(f) Job search and job readiness assistance;

(g) Community service programs;

(h) Vocational educational training (not to exceed twelve (12) months with respect to any individual);

(i) Job skills training directly related to employment;

(j) Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and

(k) Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate.

7301.15 At lease signing and during subsequent regular reexaminations, DCHA will give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for DCHA verification of exempt status.

7301.16 At lease signing and during subsequent regular reexaminations, DCHA will notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt.

7301.17 The family must sign a certification, such as Attachment A of Notice PIH 2015-12, that they have received and read the policy and understand that if they are not

exempt, failure to comply with the requirement results in nonrenewal of their lease.

7301.18 The family must also sign a certification at regular reexamination, such as Attachment B of Notice PIH 2015-12, certifying that they understand the requirement.

7301.19 DCHA shall provide the family with a copy of the Community Service Policy at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

7301.20 The Community Service policy shall notify the family that self-certification forms are subject to review by DCHA.

7301.21 At the time of reexamination, DCHA shall notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt.

7301.22 If the family includes nonexempt individuals, the notice in 7301.21 shall include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform, and the number of hours contributed. The form also has a place for a signature by an appropriate official, who certifies to the activities and hours completed.

7301.23 DCHA will review and verify family compliance with service requirements annually at least thirty (30) days before the end of the twelve (12) month lease term.

7301.24 Where the lease term does not coincide with the effective date of the reexamination, DCHA shall change the effective date of the reexamination to coincide with the lease term.

7301.25 In making the change in § 7301.24, DCHA ensures that the examination is conducted within twenty-four (24) months of the last reexamination.

7301.26 An exempt individual is excused from the community service requirement.

7301.27 At least sixty (60) days prior to regular reexamination, DCHA shall review and verify the exemption status of all adult family members.

7301.28 The verification in § 7301.27 is only done on an annual basis unless the family reports a change or DCHA has reason to believe that an individual's exemption status has changed.

7301.29 For individuals who are exempt because they are sixty-two (62) years of age and older, verification of exemption status is done only at the initial examination.

7301.30 Upon completion of the verification process, DCHA notifies the family of its determination.

7301.31 DCHA will review resident family compliance with service requirements annually at least thirty (30) days before the end of the twelve (12) month lease term. As part of this review, DCHA must verify that any family member that is not exempt from the community service requirement has met their service obligation.

7301.32 Approximately sixty (60) days prior to the end of the lease term, DCHA provides written notice requiring the family to submit documentation that all subject family members have complied with the service requirement.

7301.33 The family has ten (10) business days to submit DCHA required documentation form(s) required under §7 301.32.

7301.34 If the family fails to submit the required documentation within the required timeframe, or DCHA approved extension, the subject family members are considered noncompliant with community service requirements, and notices of noncompliance are issued.

7301.35 If an exempt individual becomes nonexempt during the twelve (12) month lease term, it is the family's responsibility to report this change to DCHA.

7301.36 Within ten (10) business days of a family reporting the change in § 7301.35, or DCHA determining such a change is necessary, DCHA provides written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

7301.37 The effective date of the community service requirement is the first of the month following thirty (30) day notice.

7301.38 When an adult family member becomes subject to community service, they must perform eight (8) hours of community service for the months they are subject to the requirement before the end of the lease term (anniversary date).

7301.39 If a nonexempt person becomes exempt during the twelve (12) month lease term, it is the family's responsibility to report this change to DCHA. Any claim of exemption is verified by DCHA.

7301.40 Within ten (10) business days of a family reporting such a change, or DCHA determining such a change is necessary, DCHA shall provide the family written notice that the family member is no longer subject to the community service requirement, if DCHA is able to verify the exemption

7301.41 The exemption in § 7301.40 is effective immediately.

7302 DOCUMENTATION AND VERIFICATION

7302.1 DCHA will retain reasonable documentation of service requirement performance or exemption in participant files.

7302.2 All family members who claim they are exempt from the community service requirement are required to sign a community service exemption certification form. DCHA provides a completed copy to the family and keeps a copy in the tenant file.

7302.3 DCHA verifies that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 66.

7302.4 DCHA will make and notify the family in writing the final determination whether or not to grant an exemption from the community service requirement.

7302.5 If a resident does not agree with DCHA's determination on the granting of an exemption, the resident can dispute the decision through DCHA's grievance procedures.

7302.6 At each regularly scheduled reexamination, each nonexempt family member presents a signed standardized certification form developed by DCHA of community service and self-sufficiency activities performed over the last twelve (12) months.

7302.7 If qualifying community service activities are administered by an organization other than DCHA, a family member who is required to fulfill a service requirement must submit a certification signed by the organization that has administered the qualifying activity that the family member has performed such qualifying activities. Each family member who is required to fulfill the service requirement must submit such a certification.

7302.8 DCHA will not accept self-certification of qualifying community service activities.

7302.9 [RESERVED]

7302.10 [RESERVED]

7302.11 Everyone who is subject to the community service requirement is required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form also includes places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed;

7302.12 Families are required to submit the documentation to DCHA at least annually or upon further request by DCHA. Documents may be submitted by mail, email, or in person.

7302.13 If DCHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, DCHA has the right to require additional third-party verification.

7302.14 The lease specifies that it is renewed automatically for all purposes unless the family fails to comply with the community service requirement.

7302.15 Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve (12) month lease term, but not for termination of tenancy during the course of the twelve (12) month lease term.

7302.16 DCHA may not evict a family due to Community Service and Self-Sufficiency Requirement (CSSR) noncompliance. However, if DCHA finds a tenant is noncompliant with CSSR, DCHA will provide written notification to the tenant of the noncompliance which must include:

(a) A brief description of the finding of non-compliance with CSSR;

(b) A statement that DCHA shall not renew the lease at the end of the current twelve (12) month lease term unless the tenant enters into a written work-out agreement with DCHA or the family provides written assurance that is satisfactory to DCHA explaining that the tenant or other noncompliant resident no longer resides in the unit; and

(c) The written work-out agreement must include the means through which a noncompliant family member complies with the CSSR requirement.

7302.17 The notice will also state that the tenant may request a grievance hearing on DCHA's determination, in accordance with DCHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for DCHA's nonrenewal of the lease because of DCHA's determination.

7302.18 The notice of noncompliance shall be sent at least forty-five (45) days prior to the end of the lease term.

7302.19 The family has ten (10) business days from the date of the notice of noncompliance to enter into a written work-out agreement to cure the noncompliance over the twelve (12) month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

7302.20 If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has vacated the unit before DCHA agrees to continued occupancy of the family. Generally, this must be third-party documentation (such as a copy of the removed household member's new lease or utility bill in their name at a new address). However, DCHA may accept a self-certification from the head of household on a case-by-case basis when it is clear that third-party verification is unavailable.

7302.21 Documentation in § 7302.20 must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

7302.22 If the family does not take either corrective action required by the notice of noncompliance within the required ten (10) business day timeframe or request a grievance hearing, DCHA shall terminate tenancy in accordance with the policies in Chapter 79.

7302.23 Should a family member refuse to sign a written work-out agreement or fail to comply with the terms of the work-out agreement, DCHA will initiate termination of tenancy proceedings at the end of the current twelve (12) month lease for failure to comply with lease requirements.

7302.24 When initiating termination of tenancy proceedings, DCHA shall provide the following procedural safeguards:

(a) Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;

(b) Right of the tenant to be represented by counsel;

(c) Opportunity for the tenant to refute the evidence presented by DCHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and

(d) A decision on the merits.

7302.25 Notices of continued noncompliance are sent at least thirty (30) days prior to the end of the lease term and also serves as the family's termination notice.

7302.26 The notice in § 7302.25 shall meet the requirements for termination notices described in Chapter 79.

7302.27 The family has ten (10) business days from the date of the notice of noncompliance to provide documentation that the noncompliant resident no longer resides in the unit or to request a grievance hearing.

7302.28 If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has vacated the unit before DCHA agrees to continued occupancy of the family.

7302.29 The documentation in § 7302.28 must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

7302.30 If the family does not provide such documentation within the required ten (10) business day timeframe or request a grievance hearing, the family's lease and tenancy automatically terminates at the end of the current lease term without further notice.

7303 IMPLEMENTATION OF COMMUNITY SERVICE

7303.1 DCHA will not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by DCHA employees or replace a job at any location where residents perform activities to satisfy the service requirement.

7303.2 DCHA shall notify its insurance company if residents perform community service at DCHA. In addition, DCHA ensures that the conditions under which the work is to be performed are not hazardous.

7303.3 If a disabled resident certifies they can perform community service, DCHA shall ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 61.

7303.4 DCHA may administer qualifying community service or economic self- sufficiency activities directly, or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions.

7303.5 DCHA's goal is to design a service program that gives resident viable opportunities to become involved in the community and to gain competencies and skills.

7303.6 DCHA will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program.

7303.7 DCHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments.

7303.8 To the greatest extent possible, DCHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

7303.9 Any written agreements or partnerships with contractors or qualified organizations, including resident organizations, are described in this Title 14;

7303.10 DCHA provides in-house opportunities for volunteer work or self- sufficiency programs when possible.

7303.11 When DCHA has a Resident Opportunities and Self-Sufficiency (ROSS) program, a ROSS Service Coordinator, or a Family Self-Sufficiency (FSS) program, DCHA will coordinate Individual Training and Service Plans (ITSPs) with the community service requirement.

7303.12 Regular meetings with DCHA coordinators satisfy community service activities and DCHA coordinators verify community service hours within individual monthly logs.

CHAPTER 74, REASONABLE ACCOMODATION POLICIES AND PROCEDURES, of Title 14 DCMR, HOUSING, is amended as follows:

Section 7405 (OCCUPANCY OF ACCESSIBLE UNIT) is amended to read as follows:

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) Current occupant of another public housing unit who has a disability that requires the special features of that unit;

(b) An eligible qualified applicant on the public housing waiting list having a disability that requires the special features of the unit;

(c) If there are no eligible qualified applicants on the public housing waiting list, a non-disabled applicant will be offered the unit; and

(d) 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.

7405.6 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.

7405.7 A current resident will receive two (2) offers of accessible units before his or her name is removed from the Reasonable Accommodation Waiting List. However, DCHA will provide additional unit offers if the resident has refused the unit offer for good cause, as described in 7704.3.

7405.8 An applicant will receive two (2) offers of accessible units before his/her name is removed from the Public Housing Waiting List. However, DCHA will provide additional unit offers if the applicant has refused the unit offer for good cause, as described in §§ 6402.9 – 6402.12.

Chapter 77, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 77 TRANSFER POLICY

7700 INTRODUCTION

7700.1 This § 7700 explains DCHA's transfer policy, based on HUD regulations, HUD guidance, and DCHA policy decisions.

7700.2 This § 7700 describes DCHA policies related to transfers in four (4) parts:

(a) Section 7701, Emergency Transfers, describes emergency transfers, emergency transfer procedures, and payment of transfer costs;

(b) Section 7702, DCHA Required Transfers, describes types of transfers that may be required by DCHA, notice requirements, and payment of transfer costs;

(c) Section 7703, Transfers Requested by Residents, describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests; and

(d) Section 7704, Transfer Processing, describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause,

deconcentration, transferring to another development, and reexamination.

7701 EMERGENCY TRANSFERS

7701.1 Emergency transfers require immediate action by DCHA.

7701.2 In the case of a genuine emergency, it may be unlikely that DCHA has the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, DCHA may find alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e., return to the unit or transfer to another unit, is possible.

7701.3 Consistent with the regulations at 24 CFR § 966.4(h), if the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, DCHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time.

7701.4 [RESERVED]

7701.5 The following are considered emergency circumstances warranting an immediate transfer of the tenant or family:

(a) Life-threatening deficiencies (as defined in HUD Notice PIH 2024-26 or successor notice) in the resident's unit, building or at the site that cannot be repaired or abated within twenty-four (24) hours. Examples of such unit or building conditions would include: a natural gas, propane or oil leak; and utilities, such as water or electricity are not in service;

(b) If repairing or abating the life-threatening deficiency within twenty-four (24) hours would not be cost-effective for DCHA, DCHA may choose to process an emergency transfer for the family. Examples would include fire, flooding, or inoperable or severely damaged heating or plumbing systems;

(c) If the unit or building does not meet the requirements for maintaining heat or air conditioning defined in DC municipal code, DCHA will initiate an emergency transfer under this category;

(d) A verified incident of domestic violence, dating violence, sexual assault, or stalking, as defined under the VAWA Reauthorization of 2022. To request the emergency transfer, the requestor must submit an emergency transfer request form (HUD-5383) although, DCHA may waive this requirement in order to expedite the transfer process. DCHA allows a tenant to make an internal emergency transfer under the Violence Against Women Act (VAWA) when a safe unit is immediately available. DCHA defines

"immediately available" as a vacant unit, that is ready for move-in within a reasonable period of time, not to exceed thirty (30) business days. If an internal transfer to a safe unit is not immediately available, DCHA shall assist the resident in seeking an external emergency transfer either within or outside DCHA's programs, consistent with DCHA's Emergency Transfer Plan.

(e) Consistent with HUD PIH Notice 2021-35 (or applicable successor notice), DCHA intends to take the unit off-line for maintenance conditions, including those conditions that DCHA would seek approval from HUD to change the unit status to any of the following: undergoing modernization, court litigation, natural disaster, or casualty loss.

7701.6 [RESERVED].

7701.7 If the emergency transfer is necessary because of conditions defined at 7701.5(a), and an appropriate unit is not immediately available, DCHA shall provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location.

7701.8 The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if a family is in the process of being evicted.

7701.9 Emergency transfers, as defined in § 7701.5, are mandatory for the tenant.

7701.10 DCHA will pay or reimburse the reasonable costs of temporarily accommodating the tenant and of long-term transfers, if any, for emergency transfers defined in § 7701.5;

7701.11 The reasonable cost of transfers includes the cost of packing, moving, and unloading.

7701.12 DCHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading.

7701.13 DCHA will reimburse the family for eligible out-of-pocket moving expenses up to DCHA's established moving allowance.

7702 DCHA-REQUIRED TRANSFERS

7702.1 The following are types of DCHA-required transfers:

(a) DCHA may require a resident to transfer to make an accessible unit available to a disabled family;

(b) DCHA may transfer a resident who is over housed or underhoused based on the occupancy standards defined at § 6401;

(c) DCHA may transfer residents in order to demolish, revitalize, or renovate the unit;

(d) DCHA may transfer residents as a result of a judicial proceeding;

(e) DCHA may transfer residents to alleviate a verified threat of physical harm or criminal activity. Such circumstances may, at DCHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, or a hate crime. DCHA will verify such threats in coordination with DCHA's Office of Public Safety;

(f) DCHA may transfer residents to alleviate any other conditions of hardship as determined by DCHA to effectuate DCHA goals or objectives; and

(g) Transfer required by DCHA is an adverse action that is subject to the notice requirements for adverse actions.

7702.2 Transfers required by DCHA, as defined at § 7702.1, are mandatory for the tenant.

7702.3 When a family is initially given an accessible unit, but does not require the accessible features, DCHA may require the family to agree to move to a non-accessible unit when it becomes available.

7702.4 When a non-accessible unit becomes available, DCHA shall transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. DCHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

7702.5 DCHA may require a resident to move when a reexamination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed.

7702.6 DCHA may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-housed, to prevent vacancies. The public housing lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition.

7702.7 The following applies to overcrowded and over-housed tenants:

(a) DCHA transfers a family when the family size has changed and the family

is now too large (overcrowded) or too small (over-housed) for the unit occupied;

(b) For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

(1) "Overcrowded" is when the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the policy in 6401; and

(2) "Over-housed" is when the family no longer qualifies for the bedroom size in which they are living based on DCHA's occupancy standards according to § 6401.

(c) DCHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on DCHA's occupancy standards, when DCHA determines there is a need for the transfer;

(d) DCHA may elect not to transfer an over-housed family in order to prevent vacancies;

(e) A family that is required to move because of family size is advised by DCHA that a transfer is necessary, and that the family has been placed on the transfer list; and

(f) Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit) in accordance with the policies in § 6401 are only required to transfer if it is necessary to comply with the approved exception.

7702.8 The transfers in this Chapter 77 permit DCHA to demolish, sell, or do major capital, or rehabilitation work at a building site.

7702.9 The following applies to relocations in transfer situations:

(a) DCHA will relocate a family when the unit or site in which the family lives will undergo major rehabilitation that requires the unit to be vacant, or the unit will be disposed of or demolished. DCHA's relocation plan may or may not require transferring affected families to other available public housing units;

(b) If the relocation plan calls for transferring public housing families to other public housing units, then affected families shall be placed on the transfer list; and

(c) If they are necessitated by rehabilitation or redevelopment, relocations may be on-site or off-site and may be temporary. For such relocations, the right of a family to return to the property will be consistent with federal law, DCHA policies, and DCHA agreements with residents.

7702.10 DCHA will pay or reimburse the reasonable costs of transfers that DCHA requires, except that resident are required to bear the cost of occupancy standards transfers.

7702.11 The reasonable costs of transfers include the cost of packing, moving, and unloading.

7702.12 DCHA establishes a moving allowance based on the typical costs in the community of packing, moving, and unloading.

7702.13 DCHA reimburses the family for eligible out-of-pocket moving expenses up to DCHA's established moving allowance.

7703 TRANSFERS REQUESTED BY TENANTS

7703.1 Subject to the provisions of Chapter 77, a tenant may request to transfer to another Public Housing unit. Except for the exceptions under VAWA stated in this Chapter 77, all requests for transfer must be submitted to DCHA in writing.

7703.2 With the exception of approved VAWA requests, DCHA will only approve transfer requests for families that are in compliance with the terms and conditions of their leases and have resided in their dwelling units for at least one (1) year. However, DCHA may make exceptions to this requirement when it is to DCHA's advantage to transfer the family.

7703.3 Families with a disabled household member that request reasonable accommodation transfers and families requesting a transfer pursuant to VAWA, as described below, are not subject to the one (1) year limitation.

7703.4 A family is compliant with the terms and conditions of its lease if the family:

(a) Is current on rent payments or on any repayment agreement, consent judgment agreement, or settlement agreement;

(b) Is current with recertification process;

(c) Is not subject to a citation for any lease violation;

(d) Has a good housekeeping record as evidenced by a housekeeping inspection; and

(e) Is not subject to a Notice to Correct or Vacate or a Notice to Vacate.

7703.5 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 family's place on the transfer waiting list.

7703.6 [RESERVED].

7703.7 Tenant requests for transfers that DCHA considers are limited to requests for:

(a) Transfers to alleviate a verified medical condition of serious or life-threatening nature;

(b) Transfers due to a verified threat of physical harm or criminal activity. Such circumstances may, at DCHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, or a hate crime, including VAWA transfer requests;

(c) Reasonable accommodation;

(d) Kinship Care or court-ordered custody transfers to a different unit size as long as the family qualifies for the unit according to DCHA's occupancy standards;

(e) Transfers to a location closer to employment; and

(f) No other tenant transfer requests are considered by DCHA.

7703.8 [RESERVED]

7703.9 Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference.

7703.10 If an applicant family accepted a unit size smaller than designated by the occupancy guidelines, the family is not eligible to transfer to a larger size unit for a period of one (1) year from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

7703.11 When a family transfers from one unit to another, DCHA transfers their security deposit to the new unit. The tenant is billed for any maintenance or others charges due for the "old" unit.

7703.12 DCHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability.

7703.13 The resident bears all the costs of transfer due to the resident's requests. However,

DCHA bears the transfer costs when the transfer is done as a reasonable accommodation.

7703.14 Residents requesting a transfer to another unit or development are required to submit a written request using DCHA's required form for transfer.

7703.15 To request the emergency transfer under VAWA, the resident is required to submit an emergency transfer request form (HUD-5383). Consistent with § 8107, DCHA may, on a case-by-case basis, waive this requirement. Transfer requests under VAWA are processed in accordance with DCHA's emergency transfer plan.

7703.16 In the case of a reasonable accommodation transfer, DCHA encourages the resident to make the request in writing using a reasonable accommodation request form. However, DCHA considers the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

7703.17 DCHA responds to a resident transfer request by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family, as allowable.

7703.18 If the family does not meet the requirements outlined in §§ 7703.2 and 7703.3 except where noted above, the property manager shall address the problem and, until resolved, the request for transfer shall be denied.

7703.19 DCHA responds within ten (15) business days of the submission of the family's request. If DCHA denies the request for transfer, the family is informed of its grievance rights.

7704 TRANSFER PROCESSING

7704.1 Families who request a transfer should be placed on a transfer list and processed in a consistent and appropriate order as described below:

(a) DCHA maintains a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties;

(b) Emergency transfers do not automatically go on the transfer list. Instead, emergency transfers are handled immediately, on a case-by-case basis. If the emergency cannot be resolved by a temporary accommodation, and the resident requires a permanent transfer, the family is placed at the top of the transfer list;

(c) Transfers are processed in the following order:

(1) Emergency transfers (as defined in § 7701);

(2) DCHA-required or tenant requested transfers for a verified threat of harm or criminal activity as defined in §§ 7702.1(e) and 7703.7(b) respectively;

(3) Reasonable accommodation transfers;

(4) Transfers to make accessible units available when a family who does not require the accessible features is residing in the unit and an applicant or tenant family requires the unit's accessible features;

(5) Transfers from a unit to be demolished, disposed, or rehabilitated as defined in § 7702.1(c);

(6) Occupancy standards transfers as defined in § 7702.1(b);

(7) Other DCHA-required transfers described in § 7702; and

(8) Other tenant-requested transfers described in § 7703.

(d) Within each category, transfers are processed in order of the date a family was placed on the transfer list, starting with the earliest date;

(e) With the approval of the executive director, DCHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to achieve DCHA's stated strategic goals and objectives. Such transfers are at the discretion of DCHA and will be initiated by DCHA, and cannot be initiated or requested by tenants;

(f) Demolition and renovation transfers may be processed without regard for the order defined in this chapter as necessary to allow DCHA to meet the demolition, renovation or redevelopment schedule; and

(g) Except for transfers based on a reasonable accommodation and transfers based on VAWA in accordance with § 8107, waiting list admissions shall take precedence over transfers at the ratio of five (5) new admissions from the waiting list to one (1) transfer.

7704.2 The following applies to transfer offers:

(a) Except for approved transfers for a reasonable accommodation, residents shall receive one (1) offer of a transfer.

(b) A current resident receiving a reasonable accommodation transfer offer will receive two (2) offers of accessible units before the resident's name is removed from reasonable accommodation waiting list.

(c) A family that receives a written notice of a new dwelling unit offer and refuses the offer without good cause as defined in § 7704.4 shall be issued a Notice to Quit or Cure.

(d) When the transfer is required by DCHA, the refusal of that offer without good cause results in lease termination.

(e) When the transfer has been requested by the resident, the refusal of that offer without good cause results in the removal of the family from the transfer list. In such cases (with the exception of VAWA transfer requests), the family must wait twelve (12) months to reapply for another transfer.

7704.3 Reasons for good cause for refusal of a unit offer include but are not limited to the following:

(a) The family demonstrates to DCHA's satisfaction that accepting the unit offer requires an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;

(b) The family demonstrates to DCHA's satisfaction that accepting the offer places a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, and/or stalking in accordance with 8107. For approved VAWA transfers, DCHA will accept as good cause refusal a written or oral statement from the family that they reasonably believe that the proposed transfer would not be safe. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

(c) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member;

(d) The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a thirty (30) day notice to move;

(e) The unit has lead-based paint and the family includes children under the age of six (6); and

(f) DCHA requires documentation of good cause for unit refusals.

7704.4 The reexamination date shall be changed to the first (1st) of the month in which the transfer took place.

Chapter 78, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 78 LEASE TERMINATIONS

7800 INTRODUCTION

7800.1 Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease and applicable local and federal law.

7800.2 The Lessee's rental assistance is tied to his or her tenancy.

7800.3 When the Lessee vacates the public housing unit, their rental assistance is terminated.

7800.4 DCHA has the authority to terminate the lease based on the Lessee's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause in accordance with the provisions of the lease and the regulations at 24 CFR § 966.4(l)(2).

7800.5 There is no time limitation on bringing an action based on a breach of the lease.

7800.6 For the purposes of this section, Lessee shall have the same definition as in Chapter 67.

7800.7 This Chapter provides the regulations that govern voluntary termination of the lease by the Lessee and the mandatory and voluntary termination of the lease by DCHA. It is presented in four parts:

(a) Section 7801, Termination by Tenant specifies DCHA requirements for voluntary termination of the lease by the Lessee;

(b) Section 7802, Termination by DCHA–Mandatory, specifies when termination of the lease by DCHA is mandatory, including nonrenewal of the lease for noncompliance with community service requirements;

(c) Section 7803, Termination by DCHA – Other Authorized Reasons, specifies DCHA's options for lease termination for which HUD allows DCHA to terminate the lease.

(d) Section 7804, Notification Requirements, specifies requirements for disclosure of criminal records to the Lessee prior to termination, the requirements for timing and content of written notices for lease termination,

and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

7801 TERMINATION BY TENANT

7801.1 The Lessee may terminate the lease at any time, for any reason, by

(a) Providing at least thirty (30) calendar days advance written notice to the Property Manager of their intent to vacate;

(b) When a family must give less than thirty (30) days' notice due to circumstances beyond their control, DCHA, at its discretion, may waive the thirty (30) day requirement;

(c) The notice of lease termination must be signed by all adult family members who signed the lease; and

(d) In order to be valid, Lessee shall leave the premises in as clean and good condition as Lessee received at the start of Lessee's occupancy, wear and tear excepted, and return all keys and all other entry devices to DCHA.

7801.2 If the Lessee moves out the unit or is deceased, a remaining household member, or another adult identified below, must notify DCHA in writing of the Lessee's death or departure within fourteen (14) days of the date the Lessee vacates the Leased Premises or dies.

7801.3 Within thirty (30) days after the date referenced in § 7801.2, or within fourteen (14) days of DCHA's issuance of a Notice to Vacate the Premises, Notice to Cure or Vacate, or Lease Termination Notice, whichever is later, in order to sustain continued occupancy for the remaining household members at the Leased Premises, the remaining household member or other adult must submit a written request to become head of household.

7801.4 Details on the process and exclusions from the rule in § 7801.3 are as follows:

(a) Section § 7801.3 does not apply if the head of household vacates the unit pursuant to the issuance of a Notice to Correct, Notice of Non-Payment of Rent, or Vacate, or a Notice to Vacate.

(b) If the head of household vacates the unit pursuant to a notice referenced in § 7801.4(a), the remaining family members must vacate the unit. If the remaining family members do not vacate the unit, they shall be deemed unauthorized occupants;

(c) The applicant to be made Lessee, and if applicable, the other remaining household members must be eligible for continued occupancy and not be in

serious violation of the material terms of the Dwelling Lease. DCHA will screen the application in accordance with federal law and regulations as well as Chapter 62. Applicant(s) will be notified in writing of the disposition of the application:

(1) If the application is approved, the new Lessee shall enter into a new lease agreement with DCHA within seven (7) working days of the date of approval of the application;

(2) Any balance on the rental account existing prior to a remaining household member becoming the Lessee is the responsibility of the newly designated Lessee as head of household;

(3) Any obligations for rent, causes of action arising under the original Lease, stipulations of settlement, consent judgments, judgments, or repayment agreements of the prior Lessee shall be deemed part of the new Dwelling Lease and tenancy and shall be the responsibility of the new Lessee designated as head of household and actionable against such new Lessee; or

(4) If the applicant and other remaining household members are not approved to continue to occupy the Leased Premises, and such remaining members do not vacate, they will be deemed unauthorized occupants and thus occupying premises without the consent of DCHA and shall be subject to eviction by DCHA. The applicant may file a grievance regarding the denial of his or her application in accordance with the Authority's grievance procedures; and

(d) If there are no remaining adult household members, or none who are able to serve as head of household due to disability, but the unit continues to be occupied by household members who are minor children or adults unable to serve as head of household due to disability, then an adult who is not listed on the lease may apply to become Lessee and Head of Household. The following shall apply under these circumstances:

(1) The applicant to be Lessee must produce evidence of a care giving relationship with the remaining minor children or disabled adults. Such documentation may include, but is not limited to, court order; notarized authorization from the children's legal guardian; school or medical records; public benefit records; and sworn statements from medical, legal, or social service professionals;

(2) Where the remaining family members are minors, the applicant to be Lessee must either (i) obtain Custodial Power of Attorney; or (ii) commence legal proceedings to obtain legal guardianship or custody

of the minor children. So long as such proceeding is pending, and the applicant has produced evidence of a caregiving relationship, and meets DCHA's other screening criteria, DCHA shall consider the applicant to be provisionally eligible to be Lessee and Head of Household, until a decision is made;

(3) In the case of § 7801.4(c)(2), above, the applicant's eligibility to be Lessee and head of household is contingent on legal proceedings pending or being resolved in favor of the applicant. If a court of competent jurisdiction denies the applicant's petition for custody or guardianship, no appeal is pending, and the appeal period has expired, DCHA will determine the applicant ineligible to be head of household and may issue a Notice to Vacate. In that event, another remaining adult household member may submit an application to be Lessee and head of household within thirty (30) days of the issuance of the Notice, and DCHA will process such application in accordance with the requirements of this section; and

(4) Where more than one adult has competing claims to become Lessee and head of household as caregivers of the remaining minor children, DCHA shall follow the ruling of a court of competent jurisdiction regarding the custody or guardianship of the children.

7801.5 The Lessee shall be liable for rent until the earlier of the time DCHA has taken possession of the Unit, or such time as all of the following are completed:

(a) The proper written notice has been given;

(b) The required vacate forms are completed with the assistance of DCHA if necessary;

(c) The keys are turned in; and any other entry devices; and

(d) Lessee and all household members, guests as well as all others defined as any person under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"), have vacated the Leased Premises.

7802 TERMINATION BY DCHA—MANDATORY

7802.1 DCHA may, in its sole and absolute discretion, terminate a lease for a serious or repeated violation of a material term of the lease.

7802.2 There is no time limitation on bringing a notice of termination, notice to vacate,

notice to cure or vacate, notice of past due rent, or action based on breach of the lease.

7802.3 Lessee is responsible for compliance with all provisions of the Lease by all household members, visitors, guests, unauthorized occupants, live-in aides, others under the Lessee's control or on the Leased Premises with Lessee's consent; including, but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee.

7802.4 A violation of any of the terms of the lease by any person noted in 7802.3 shall be considered a serious violation of the lease.

7802.5 DCHA may in its sole and absolute discretion terminate a lease for Lessee's violation of an obligation of tenancy.

7802.6 An "obligation of tenancy" refers to those obligations which are contained in a valid, written lease or in the federal or local regulations pertaining to public housing tenants or in the D.C. Housing Code. Such violations include but are not limited to the violations set forth in § 7802.7 – 7802.17.

7802.7 Lessee's failure to supply any information that DCHA or HUD determines is necessary in administration of the public housing program, including but not limited to, information needed to establish the family's eligibility for continued occupancy and to determine their level of subsidy.

7802.8 DCHA must terminate the lease if any household member fails to sign and submit any consent form they are required to sign for any reexamination or revokes consent at any time.

7802.9 DCHA must terminate the lease if:

(a) A family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;

(b) A family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or

(c) A family member, as determined by DCHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. Such termination must be for a period of at least twenty-four (24) months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

7802.10 DCHA will terminate assistance if the Lessee has failed to disclose the complete and accurate Social Security numbers of each household member and the documentation necessary to verify each Social Security number (SSN), except that DCHA may defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of ninety (90) calendar days for circumstances beyond the Lessee's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

7802.11 DCHA will terminate the lease if the Lessee fails to accept DCHA's offer of a lease revision to an existing lease, provided DCHA has done the following:

(a) The revision is on a form adopted by DCHA in accordance with 24 CFR § 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments;

(b) DCHA has made written notice of the offer of the revision at least sixty (60) calendar days before the lease revision is scheduled to take effect; and

(c) DCHA has specified in the offer a reasonable time limit within that period for acceptance by the Lessee.

7802.12 DCHA will terminate the lease if the Lessee or any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

7802.13 Should DCHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, or who becomes subject to a lifetime registration requirement after admission, DCHA will immediately terminate assistance for the household member.

7802.14 If a termination occurs under § 7802.13, DCHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, DCHA will terminate assistance for the household.

7802.15 DCHA will not renew the lease at the end of the twelve (12) month lease term when the family fails to comply with the community service requirements as described in Chapter 73, 24 CFR § 966.4(l)(2)(ii)(D), 24 CFR § 960.603(b) and 24 CFR § 960.607(b)(2)(ii) and (c).

7802.16 DCHA will immediately terminate the lease following the death of the sole family member.

7802.17 For families whose income exceeds the over-income limit for twenty-four (24) consecutive months, DCHA will terminate the lease in accordance with § 6805.

7803 TERMINATION BY DCHA—OTHER AUTHORIZED REASONS

7803.1 [RESERVED]

7803.2 The following definitions are used for this and other parts of this chapter:

(a) "Affiliated individual" is defined in § 8107.3(a);

(b) "Covered person" means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control;

(c) "Dating violence" is defined in § 8107.3(c);

(d) "Domestic violence" is defined in § 8107.3(d);

(e) "Drug" means a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802);

(f) "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug;

(g) "Guest" means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant;

(h) "Household" means the family and DCHA-approved live-in aide. The term household also includes foster children or foster adults that have been approved to reside in the unit;

(i) "Other person under the tenant's control" means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control;

(j) "Premises" means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds;

(k) "Sexual assault" is defined in § 8107.3(e);

(l) "Stalking" is defined in § 8107.3(f); and

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

7803.3 The Violence Against Women Act explicitly prohibits DCHA from considering incidents of actual or threatened domestic violence, dating violence, sexual assault, and/or stalking as "other good cause" for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such violence.

7803.4 DCHA shall terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

7803.5 DCHA will terminate the lease when it determines that a household member is illegally using a drug or DCHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

7803.6 DCHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including DCHA management staff residing on the premises) or by persons residing in the immediate vicinity of the development.

7803.7 DCHA will terminate the lease if the Lessee, household member, guest, or other person under the Lessee's control engages in any violent criminal activity or, except as permitted by District of Columbia law, is in possession of any firearm or ammunition for a firearm.

7803.8 DCHA may terminate a lease for criminal or drug-related criminal activity regardless of whether the household member, guest or other person under the lessee's control has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction. The standard to be used is a preponderance of the evidence.

7803.9 DCHA will terminate the lease if DCHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

7803.10 A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous three (3) months.

7803.11 DCHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.

7803.12 A record or records of arrest will not be used as the sole basis for the termination or proof that the resident engaged in disqualifying criminal activity.

7803.13 DCHA shall terminate the lease if the Lessee, household member, guest or others under the Lessee's control engage in the manufacture, sale, or distribution of any alcoholic beverages or openly consume alcoholic beverages in any common areas in the Development or otherwise consume alcoholic beverages in a manner that impairs the physical or social environment of the Development or the health, safety or right to peaceful enjoyment of the Development by other residents, service providers, or Authority staff.

7803.14 DCHA shall terminate the lease if the Lessee, other household members, and guests or others under the Lessee's control permit anyone who is currently barred from the Leased Premises or Development from occupying, staying overnight, or visiting the Leased Premises or invite them to the Leased Premises or anywhere else on the Development at any time for any purpose, unless authorized in writing by the Authority in advance in writing. The Authority will post a list of barred individuals in the Property Management Office

7803.15 DCHA will terminate the lease if it determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

7803.16 DCHA will terminate the lease for the following violations of tenant obligations under the lease:

(a) Failure to make payments due under the lease, including nonpayment of rent (see Chapter 67 for details pertaining to lease requirements for payments due);

(b) Repeated late payment of rent or other charges. DCHA considers six (6) late payments within a twelve (12) month period as repeated late payment; or

(c) Failure to fulfill the following household obligations:

(1) Not to assign the lease or to sublease all or a part of the dwelling unit. Subleasing includes, but is not limited to, receiving payment to cover rent or utility costs by a person living in the unit who is not listed as a family member;

(2) Not to provide accommodations for boarders or lodgers;

(3) To use the dwelling unit solely as a private dwelling for the Lessee and the Lessee's household as identified in the lease, and not to use

or permit its use for any other purpose;

(4) To abide by necessary and reasonable regulations promulgated by DCHA for the benefit and well-being of the housing development and the Lessees which shall be posted in the property management office and incorporated by reference in the lease;

(5) To comply with all obligations imposed upon Lessees by applicable provisions of building and housing codes materially affecting health and safety;

(6) To keep the dwelling unit and such other areas as may be assigned to the Lessee for the Lessee's exclusive use in a clean and safe condition;

(7) To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;

(8) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;

(9) To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development;

(10) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to development buildings, facilities or common areas) caused by the Lessee, a member of the household or a guest; and

(11) To act, and cause household members or guests to act, in a manner which does not disturb other residents' peaceful enjoyment of their accommodations and is conducive to maintaining the project in a decent, safe and sanitary condition.

7803.17 DCHA will terminate the lease if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or District law.

7803.18 DCHA will terminate the lease if any member of the household has, during their current public housing tenancy, becomes subject to a registration requirement under a state sex offender registration program.

7803.19 DCHA will terminate the lease for discovery of facts after admission to the program that would have made the tenant ineligible.

7803.20 DCHA will terminate the lease for discovery of materially false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income.

7803.21 DCHA will terminate the lease for failure of the lessee to furnish such information and certifications regarding family composition and income as may be necessary for DCHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size.

7803.22 DCHA will terminate the lease for failure to move to a new unit in accordance with a mandatory transfer as described in § 7702, upon appropriate notice by DCHA that such a dwelling unit is available.

7803.23 DCHA will terminate the lease for failure of the Lessee to permit access to the unit by DCHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.

7803.24 DCHA will terminate the lease for failure of the Lessee to promptly inform DCHA of the birth, adoption, or court-awarded custody of a child. In such a case, promptly means within 30 business days of the event.

7803.25 DCHA will terminate the lease for failure of the Lessee to abide by the provisions of DCHA pet policy.

7803.26 DCHA will terminate the lease for failing of the Lessee to comply with the non-smoking policy.

7803.27 DCHA will terminate the lease if the Lessee has breached the terms of an in-house repayment agreement entered with DCHA.

7803.28 DCHA will terminate the lease if the Lessee has violated federal, District, or local law that imposes obligations in connection with the occupancy or use of the premises.

7803.29 DCHA will terminate the lease if a household member has engaged in or threatened violent or abusive behavior toward DCHA personnel.

7803.30 "Abusive or violent behavior" towards DCHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent

behavior.

7803.31 "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

7803.32 DCHA will terminate the lease for failure of the Lessee or remaining family member to supply any information or certification requested by DCHA to verify that the family is living in the unit, or relating to family absence from the unit, including any DCHA-requested information or certification on the purposes of family absences.

7803.33 If the Lessee does not notify DCHA when all family members will be absent from the unit for an extended period and does not provide this notification within fifteen (15) business days of the start of this extended absence, DCHA will terminate the lease for failure of the Lessee to promptly notify DCHA when all family members will be absent from the unit for an extended period. As indicated, in such a case promptly means within fifteen (15) business days of the start of the extended absence.

7803.34 An "extended period" is defined as any period greater than thirty (30) calendar days.

7803.35 DCHA will terminate the lease for other good cause if a family is absent from the public housing unit for more than one hundred eighty (180) consecutive days, and the family does not adequately verify that they are living in the unit.

7803.36 DCHA will terminate the lease if the family appears to have vacated the unit without giving proper notice.

7803.37 D C HA has the right to secure the unit immediately to prevent vandalism and other criminal activity.

7803.38 DCHA shall terminate the lease if the Lessee fails to comply with a mandatory transfer notice.

7804 NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING

7804.1 HUD authorizes DCHA to conduct criminal records checks on public housing residents for admission criteria, recertification, lease enforcement and eviction.

7804.2 DCHA may conduct criminal records checks when it learns that an applicant or applicant's adult household member has engaged in criminal activity, drug-related criminal activity, violent criminal activity, or is in possession of a firearm or ammunition, except as authorized by D.C. Law.

7804.3 DCHA may conduct criminal records checks when it learns that a Lessee, adult household member, live-in-aide, guest, or other person under the Lessee's control has engaged in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Development by other residents or DCHA staff, drug-related criminal activity on or off the leased Premises or the Development, violent criminal activity on or off the leased Premises or the Development or possession of a firearm or ammunition, except as authorized by District Law.

7804.4 Criminal records checks may include sex-offender registration information.

7804.5 DCHA will not pass along to the tenant the costs of a criminal records check.

7804.6 In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, DCHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

7804.7 The family will be given fifteen (15) business days from the date of DCHA notice to dispute the accuracy and relevance of the information.

7804.8 If the family does not contact DCHA to dispute the information within fifteen (15) business days period, DCHA will proceed with the termination action.

7804.9 Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

7804.10 Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the time period during which the termination will take place, the resident's right to reply to the termination notice, and their right to examine DCHA documents directly relevant to the termination or eviction.

7804.11 When DCHA offers remote hearings, the notice will also state that the resident may request a remote hearing.

7804.12 If DCHA will require that the hearing be conducted remotely, at the time the notice is sent to the resident informing them of the right to request a hearing, the resident will be notified that the hearing will be conducted remotely. The resident will be informed of the processes involved in a remote hearing and that DCHA will provide technical assistance, if needed, before the hearing.

7804.13 Every applicant, adult applicant household member, lessee, adult household member, live-in-aide, guest or other person under the Lessee's control shall, upon request submit a signed consent form allowing a law enforcement agency to release criminal records to DCHA.

7804.14 Nothing in this section precludes DCHA from pursuing lease enforcement or eviction for criminal conduct regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

7804.15 The notice of lease termination shall state specific grounds for termination, and shall inform the Lessee of the Lessee's right to make such reply as the Lessee may wish. The notice shall also inform the Lessee of the right to examine DCHA documents directly relevant to the termination or eviction.

7804.16 If DCHA is required to afford the tenant the opportunity for a grievance hearing, the notice in § 7804.15 shall also inform the Lessee of the Lessee's right to request a hearing in accordance with DCHA's grievance procedure in Chapter 79.

7804.17 If DCHA is not required to afford the Lessee a hearing under its grievance procedure, the notice in § 7804.15 shall state this fact and shall state the judicial eviction procedure to be used by DCHA for eviction of the Lessee, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.

7804.18 The notice in § 7804.15 shall state whether the eviction is for a criminal or for a drug-related criminal activity.

7804.19 DCHA shall issue a Notice of Past Due Rent in the case of failure to pay rent or other violations of the lease except as otherwise set forth herein.

7804.20 DCHA shall issue a thirty (30) day notice to vacate to Lessees, for lease violations, predicated on criminal activity that threatens the residents' health, safety or right to peaceful enjoyment of the Development, drug related criminal activity on or off the Leased Premises or the Development, violent criminal activity or possession of a firearm or ammunition in violation of District law.

7804.21 DCHA will not issue a thirty (30) day notice to correct or vacate, or notice to vacate, where DCHA has determined that the head of household responsible for the dwelling unit under the Dwelling lease is deceased and there are no remaining household members.

7804.22 All notices of lease termination will include a copy of the forms HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation and HUD-5380: VAWA Notice of Occupancy Rights to accompany the termination notice.

7804.23 Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault, or stalking, of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide

documentation.

7804.24 Lessees who refuse to vacate their unit after appropriate notice shall be subject to legal action to gain possession of the dwelling unit (eviction).

7804.25 The Lessee shall be solely responsible for the protection, care and disposition of the Lessee's possessions during, and after an eviction.

7804.26 Notices shall be served in accordance with District Law. Any Notice to Vacate or Notice to Cure or Vacate, Notice of Past Due Rent, Notice of Non-Payment of Rent or Notice of Intent to File a Claim that is required by state or local law will run concurrently with the Notice of Lease Termination under § 7804.

7804.27 When DCHA determines that a family is in noncompliance with the community service requirement, the tenant and any other noncompliant resident must be notified in writing of this determination.

7804.28 If after receiving a notice of initial noncompliance, the family does not request a grievance hearing or does not take either corrective action required by the notice within the required timeframe, a termination notice shall be issued in accordance with the policies above.

7804.29 If a family agreed to cure initial noncompliance by signing an agreement and is still in noncompliance after being provided the three (3)-month opportunity to cure, the family shall be issued a notice of continued noncompliance. The notice of continued noncompliance will be sent in accordance with the policies in § 7301.38, and shall also serve as the notice of termination of tenancy.

7804.30 In cases where termination of tenancy is based on citizenship status the notice of termination shall advise the Lessee of the reasons the assistance is being terminated.

7804.31 The notice in § 7804.30 will advise the family of any of the following that apply:

(a) the family’s eligibility for proration of assistance;

(b) the criteria and procedures for obtaining relief under the provisions for preservation of families;

(c) the family’s right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal; and

(d) the family’s right to request an informal hearing with DCHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

7804.32 DCHA may exclude from DCHA administrative grievance procedure under this

subpart any grievance concerning a termination of tenancy or eviction that involves:

(a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of DCHA;

(b) Any violent or drug-related criminal activity on or off such premises; or

(c) Any criminal activity that resulted in felony conviction of a household member.

7804.33 When a family does not vacate the unit after receipt of a termination notice by the deadline given in the notice, DCHA will follow District landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

7804.34 If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, DCHA will seek the assistance of the court to remove the family from the premises as per District and local law.

7804.35 When DCHA evicts an individual or family for criminal activity, including drug-related criminal activity, DCHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

7804.36 A written record of every termination and/or eviction will be maintained by DCHA at the development where the family was residing, and will contain the following information:

(a) Name of resident, number and identification of unit occupied;

(b) Date of the notice of lease termination and any other notices required by district or local law; these notices may be on the same form and will run concurrently;

(c) Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR §§ 5.903 and 5.905);

(d) Date and method of notifying the resident; and

(e) Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

7804.37 The following applies to Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) When an individual facing termination of tenancy for reasons related to

domestic violence, dating violence, sexual assault, and/or stalking claims protection under VAWA, DCHA will request in writing that the individual provide documentation supporting the claim in accordance with the policies in § 8107.

(b) DCHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases, DCHA will document the waiver in the individual's file.

(c) DCHA will bifurcate a family's lease and terminate the tenancy of a family member if DCHA determines that the family member has committed criminal acts of physical violence against other family members or others.

7804.38 In making its decision under § 7804.37, DCHA will consider all credible evidence, including, but not limited to, documentation as specified under § 8107.9. Upon such consideration, DCHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

7804.39 If DCHA does bifurcate (see § 8107.4(b) for the definition of "bifurcate") the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP.

7804.40 If the person removed from the lease was the only family member eligible to receive assistance, DCHA must provide any remaining tenant a chance to establish eligibility for the unit.

7804.41 If the remaining tenant cannot establish eligibility for the unit, DCHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered under VAWA.

7804.42 In determining whether a public housing tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, DCHA will consider the following, and any other relevant, factors:

(a) Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking;

(b) Whether the threat is a physical danger beyond a speculative threat;

(c) Whether the threat is likely to happen within an immediate time frame; or

(d) Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent

the perpetrator from acting on the threat.

7804.43 If the tenant wishes to contest DCHA's determination that they are an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

Chapter 79, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 79 PUBLIC HOUSING GRIEVANCES AND APPEALS

7900 INTRODUCTION

7900.1 This Chapter discusses grievances and appeals pertaining to DCHA's actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three (3) parts:

(a) Section 7901, Informal Hearings for Public Housing Applicants, outlines the requirements and procedures for informal hearings for public housing applicants;

(b) Section 7902, Informal Hearings with Regard to Noncitizens, discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and resident grievances; and

(c) Section 7903, Grievance Procedures for Public Housing Residents, outlines the requirements and procedures for handling grievances for public housing residents.

7901 INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS

7901.1 [RESERVED]

7901.2 Informal hearings are provided for public housing applicants.

7901.3 An "applicant" is someone who has applied for admission to the public housing program, but is not yet a tenant in the program.

7901.4 Informal hearings provide applicants with the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

7901.5 DCHA will only offer informal hearings to applicants for the purpose of disputing adverse decisions regarding denial of admission.

7901.6 DCHA must give an applicant notice of a decision denying eligibility for admission within ten (10) business days in accordance with Chapter 63.

7901.7 The notice in §7901.6 must contain a brief statement of the reasons for DCHA's decision and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

7901.8 DCHA's Notice of Denial will include information about required or requested remote informal hearings.

7901.9 If the applicant fails to request an informal hearing timely, the Notice of Denial shall be the final decision of DCHA.

7901.10 The applicant may appeal the final decision under the rules and procedures under the District Administrative Procedures Act, District Code § 2–510(a).

7901.11 When denying eligibility for admission, DCHA will provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Reauthorization Act of 2022, and as outlined in §§ 8107.4- 8107.10. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

7901.12 Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family will be given the opportunity to dispute the information in those records which would be the basis of the denial.

7901.13 The procedures for requesting and scheduling an informal hearing for an applicant are as follows:

(a) A request for an informal hearing must be made in writing and delivered to DCHA either in person, by email or first-class mail, by the close of the business day, no later than fifteen (15) business days from the date of DCHA's notification of denial of admission;

(b) DCHA must schedule and send written notice of the informal hearing within fifteen (15) business days of the family's request;

(c) If the informal hearing is conducted remotely, at the time the notice is sent to the family, the family will be informed:

(1) Regarding the processes involved in a remote informal hearing;

(2) That DCHA shall provide technical assistance prior to and during the informal hearing, if needed; and

(3) That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal hearing, the family may inform

DCHA and DCHA will assist the family in either resolving the issues or allow the family to participate in an in-person informal hearing, as appropriate;

(d) The informal hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person;

(e) The applicant will be provided an opportunity to present written or oral objections to the decision of DCHA; and

(f) The person conducting the informal hearing will make a recommendation to DCHA, but DCHA is responsible for making the final decision as to whether admission should be granted or denied.

7901.14 The following applies to remote hearings:

(a) DCHA has the sole discretion to require that informal hearings be conducted remotely;

(b) In addition, DCHA may conduct an informal hearing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have childcare or transportation that would enable them to attend the informal hearing, or if the applicant believes an in-person informal hearing would create an undue health risk. DCHA considers other reasonable requests for a remote informal hearing on a case-by-case basis;

(c) As with in-person informal hearings, the platform for conducting remote informal hearings will be accessible to persons with disabilities and the informal hearing must be conducted in accordance with Section 504 and accessibility requirements;

(d) As with in-person hearings, LEP requirements also apply to remote informal hearings, including the use of interpretation services and document translation. See Chapter 61 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal hearings;

(e) DCHA will conduct remote informal hearings via a video conferencing platform, when available;

(f) If, after attempting to resolve any barriers, applicants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the informal hearing will be conducted by telephone conferencing call-in;

(g) If the family is unable to adequately access the telephone conferencing call-

in at any point, the remote informal hearing will be postponed, and an in-person alternative shall be provided promptly within a reasonable time;

(h) At least five (5) business days prior to scheduling the remote hearing, DCHA will provide the family with login information or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email.

(i) The notice in § 7901.14(h) will advise the family of technological requirements for the hearing and request the family notify DCHA of any known barriers. DCHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing;

(j) If the informal hearing is to be conducted remotely, DCHA requires the family to provide any documents directly relevant to the informal hearing at least twenty-four (24) hours before the scheduled hearing through the mail, via email, or text. DCHA will scan and email copies of these documents to DCHA representative and to the person conducting the informal hearing the same day. DCHA will provide the family with any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing;

(k) Documents will be shared electronically whenever possible;

(l) DCHA will follow up the email with a phone call or email to the applicant at least one (1) business day prior to the remote informal hearing to ensure that the applicant received all information and is able to access the video conferencing or call-in platform; and

(m) DCHA will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting "personally identifiable information (PII)," and meets the requirements for accessibility for persons with disabilities and persons with LEP.

7901.15 The following applies to DCHA's final decision for public housing applicant hearings:

(a) DCHA will notify the applicant of DCHA's final decision, including a brief statement of the reasons for the final decision;

(b) In rendering a decision, DCHA will evaluate the following matters:

(1) Whether or not the grounds for denial were stated factually in the notice;

(2) The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in this ACOP, then the decision to deny assistance is overturned. See Chapter 62 for a detailed discussion of the grounds for applicant denial;

(3) The validity of the evidence. DCHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, DCHA will uphold the decision to deny admission; and

(4) If the facts prove the grounds for denial, and the denial is discretionary, DCHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission;

(c) DCHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice is mailed, within fifteen (15) business days of the informal hearing, to the applicant and their representative, if any;

(d) If the informal hearing decision overturns the denial, processing for admission will resume;

(e) The family fails to appear for their informal hearing, the denial of admission will stand, and the family will be notified; and

(f) If the applicant fails to request an informal hearing timely, the Notice of Denial will be the final decision of DCHA. The applicant may appeal the final decision under the rules and procedures under the D.C. Administrative Procedures Act, D.C. Code § 2–510(a) (2022).

7901.16 Persons with disabilities may request reasonable accommodations in order to participate in the informal hearing process and DCHA will consider accommodations. DCHA will also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 61 of this Title for more detail pertaining to reasonable accommodation requests.

7902 INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

7902.1 Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

7902.2 Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States

Citizenship and Immigration Services (USCIS) appeal process.

7902.3 Assistance to a family may not be terminated or denied while DCHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

7902.4 A decision against a family member, issued in accordance with the USCIS appeal process or DCHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

7902.5 As discussed in Chapters 62 and 78, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

(a) That financial assistance shall be denied or terminated and provide a brief explanation of the reasons for the proposed denial or termination of assistance;

(b) The family may be eligible for proration of assistance;

(c) In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families;

(d) That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal;

(e) That the family has a right to request an informal hearing with DCHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal; and

(f) For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

7902.6 When DCHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, DCHA will notify the family of the results of the USCIS verification within fifteen (15) business days.

7902.7 The family will have thirty (30) days from the date of the notification to request an appeal of the USCIS results.

7902.8 The request for appeal must be made by the family in writing directly to the USCIS. The family must provide DCHA with a copy of the written request for appeal and proof of mailing within ten (10) business days of sending the request to the USCIS.

7902.9 The family must forward to the designated USCIS office any additional

documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

7902.10 The USCIS will notify the family, with a copy to DCHA, of its decision. When the USCIS notifies DCHA of the decision, DCHA will notify the family of its right to request an informal hearing within fifteen (15) business days of receiving notice of the USCIS decision regarding the family's immigration status.

7902.11 After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that DCHA provide a hearing. The request for a hearing must be made either within thirty (30) days of receipt of DCHA notice of denial, or within thirty (30) days of receipt of the USCIS appeal decision.

7902.12 DCHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

7902.13 The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of DCHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

7902.14 The family will be allowed to copy any documents related to the hearing at no cost to the family. The family must request discovery of DCHA documents no later than three (3) business days prior to the hearing.

7902.15 DCHA will provide the family the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

7902.16 DCHA will provide the family the opportunity to refute evidence relied upon by DCHA, and to confront and cross-examine all witnesses on whose testimony or information DCHA relies.

7902.17 The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

7902.18 The family is entitled to request an interpreter. DCHA will provide a competent interpreter, free of charge, upon request. The family may also or instead provide its own interpreter, at the expense of the family.

7902.19 The family is entitled to have the hearing recorded by audiotape. DCHA will not

provide a transcript of an audio taped informal hearing.

7902.20 DCHA will provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within fourteen (14) calendar days of the date of the informal hearing. The notice will state the basis for the decision.

7902.21 DCHA will retain for a minimum of five (5) years the following documents that may have been submitted to DCHA by the family, or provided to DCHA as part of the USCIS appeal or DCHA informal hearing process:

(a) The application for assistance;

(b) The form completed by the family for income reexamination;

(c) Photocopies of any original documents, including original USCIS documents;

(d) The signed verification consent form;

(e) The USCIS verification results;

(f) The request for a USCIS appeal;

(g) The final USCIS determination;

(h) The request for an informal hearing; and

(i) The final informal hearing decision.

7902.22 After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that DCHA provide a hearing. The request for a hearing must be made either within thirty (30) days of receipt of DCHA notice of termination, or within thirty (30) days of receipt of the USCIS appeal decision.

7902.23 The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in § 7903 below.

7903 GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

7903.1 DCHA's grievance procedure gives residents of public housing an opportunity to grieve any DCHA action or failure to act involving the lease or DCHA policies which adversely affect their rights, duties, welfare, or status.

7903.2 DCHA grievance procedure will be incorporated by reference in the tenant lease.

7903.3 DCHA will provide at least thirty (30) days' notice to tenants and resident organizations setting forth proposed changes in DCHA grievance procedure and provide an opportunity to present written comments. Comments submitted will be considered by DCHA before adoption of any changes to the grievance procedure by DCHA.

7903.4 Residents and resident organizations have thirty (30) calendar days from the date they are notified by DCHA of any proposed changes in the DCHA's grievance procedure, to submit written comments to DCHA.

7903.5 DCHA will furnish a copy of the grievance procedure to each tenant and to resident organizations.

7903.6 There are several terms with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

(a) "Grievance" is any dispute which a head of household may have with respect to DCHA action or failure to act in accordance with the individual tenant's lease or DCHA regulations which adversely affect the individual tenant's rights, duties, welfare or status;

(b) "Complainant" is any head of household (or other adult family member as described in § 7903.10) whose grievance is presented to DCHA or at the property management office;

(c) [RESERVED];

(d) "Due Process Determination" is a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit;

(e) "Elements of Due Process" are an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

(1) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

(2) Right of the tenant to be represented by counsel;

(3) Opportunity for the tenant to refute the evidence presented by DCHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have; or

(4) A decision on the merits;

(f) "Hearing Officer" is an impartial person or selected by DCHA, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training;

(g) "Resident Organization" includes a resident management corporation.

7903.7 The grievance procedure is applicable only to individual tenant issues relating to DCHA. It is not applicable to disputes between tenants not involving DCHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of DCHA.

7903.8 DCHA will not offer grievance hearings for lease terminations involving;

(a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of DCHA;

(b) Any violent or drug-related criminal activity on or off the premises; or

(c) Any criminal activity that resulted in felony conviction of a household member.

7903.9 Chapter 78 contains related policies on the content of termination notices.

7903.10 DCHA will accept requests for a grievance from the head of household either orally or in writing (including emailed requests), to DCHA office within six (6) months of the grievable event. In the event that the head of household no longer resides in the unit because they moved out of the unit or passed, an adult family member who resides in the unit may submit a request for grievance.

7903.11 Within fifteen (15) business days of receipt of the request, DCHA will arrange a meeting with the head of household at a mutually agreeable time and confirm such meeting in writing to the head of household to discuss informal settlement.

7903.12 The informal settlement may be conducted remotely as required by DCHA or may be conducted remotely upon consideration of the request of the tenant. Subsections 7903.33-7903.43 has additional information on how and under what circumstances remote informal settlements may be conducted.

7903.13 If the head of household fails to attend the scheduled meeting without prior notice, DCHA reschedules the appointment only if the head of household can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

7903.14 "Good cause" is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

7903.15 DCHA will prepare a summary of the informal settlement within ten (10) business days with one (1) copy to be given to the head of household and one (1) copy to be retained in DCHA's tenant file.

7903.16 The summary will specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

7903.17 The following applies to requesting a hearing after informal settlement conference:

(a) The head of household must submit a written request (including emailed requests) for a grievance hearing to DCHA's Office of Fair Hearings within fourteen (14) business days of the tenant's receipt of the summary of the informal settlement; and

(b) If the complainant does not request a hearing, DCHA's disposition of the grievance under the informal settlement process becomes final.

7903.18 The following applies to scheduling a hearing:

(a) Within fourteen (14) business days of receiving a written request for a hearing, DCHA's Office of Fair Hearings will schedule and send written notice of the hearing to both the complainant and DCHA; and

(b) If the hearing is conducted remotely, at the time the notice is sent to the complainant, the complainant will be notified:

(1) Regarding the processes involved in a remote grievance hearing;

(2) That DCHA provides technical assistance prior to and during the hearing, if needed; and

(3) That if the complainant or any individual witness has any technological, resource, or accessibility barriers, the family may inform DCHA and the Authority will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

7903.19 The complainant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities.

7903.20 Requests to reschedule a hearing must be made orally or in writing prior to the hearing date.

7903.21 DCHA will require documentation of the "good cause" prior to rescheduling the hearing.

7903.22 DCHA's grievance hearings will be conducted by a single hearing officer appointed by DCHA Office of Fair Hearings (OFH). The OFH will select a hearing officer who was not involved in the decision under appeal.

7903.23 DCHA will conduct all or a portion of their grievance hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If DCHA chooses to conduct remote grievance hearings, complainants may still request an in-person hearing, as applicable.

7903.24 DCHA has the sole discretion to require that hearings be conducted remotely.

7903.25 DCHA will conduct a hearing remotely upon request as a reasonable accommodation for a person with a disability, if a complainant does not have childcare or transportation that would enable them to attend the hearing, or if the complainant believes an in-person hearing would create an undue health risk. DCHA will consider other reasonable requests for a remote hearing on a case-by-case basis.

7903.26 Regardless of whether the hearing is conducted remotely (in whole or in part) or in person, DCHA will compile a hearing packet, consisting of all documents DCHA intends to produce at the hearing. DCHA delivers copies of the hearing packet to the complainant, their representatives, if any, and the hearing officer at least three (3) business days before the scheduled remote hearing. The original hearing packet is in the possession of DCHA representative and retained by the OFH.

7903.27 Regardless of whether the hearing is to be conducted remotely (in whole or in part) or in person, DCHA will require the complainant to provide any documents directly relevant to the hearing at least three (3) business days before the scheduled hearing through the mail or email. The OFH will scan and email copies of these documents to the hearing officer and the DCHA representative the same day they are received.

7903.28 Documents will be shared electronically whenever possible.

7903.29 As with in-person grievance hearings, the platform for conducting remote grievance hearings will be accessible to persons with disabilities and the grievance hearings will be conducted in accordance with Section 504 and accessibility requirements.

7903.30 As with in-person reviews, LEP requirements also apply to remote grievance hearings, including the use of interpretation services and document translation. Chapter 61 has a thorough discussion of accessibility and LEP requirements, all of

which apply in the context of remote grievance hearings.

7903.31 As with in-person grievance hearings, DCHA will provide all materials presented, whether paper or electronic, to the family prior to the remote grievance hearing. The complainant must also be provided with an accessible means by which to transmit their own evidence.

7903.32 DCHA's essential responsibility is to ensure grievance hearings meet the requirements of due process and comply with HUD regulations. All DCHA policies and processes for remote grievance hearings are conducted in accordance with due process requirements and are in compliance with HUD regulations at 24 CFR § 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

7903.33 DCHA will conduct remote grievance hearings via a video conferencing platform, when available.

7903.34 If, after attempting to resolve any barriers, complainants are unable to adequately access the video conferencing platform at any point, or upon request, the grievance hearing will be conducted by telephone conferencing call-in.

7903.35 If the complainant is unable to adequately access the telephone conferencing call-in at any point, the remote grievance hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

7903.36 At least five (5) business days prior to scheduling the remote hearing, DCHA will provide the complainant with login information or conferencing call-in information and an electronic copy of all materials being presented via first class mail or email.

7903.37 The notice in § 7903.36 will advise the family of technological requirements for the hearing and request the complainant notify DCHA of any known barriers. DCHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the complainant the opportunity to attend an in-person hearing.

7903.38 DCHA will follow up with a phone call or email to the complainant at least one (1) business day prior to the remote grievance hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

7903.39 DCHA will ensure that all electronic information stored or transmitted with respect to the grievance hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

7903.40 The complainant will be afforded a fair hearing. This includes:

(a) The opportunity to examine before the grievance hearing any DCHA documents, including records and regulations that are directly relevant to the hearing.

(b) The complainant will be allowed to copy any DCHA document at no cost. If DCHA does not make the document available for examination upon request by the complainant, DCHA may not rely on such document at the grievance hearing.

(c) Copies may be obtained from DCHA's property management office, Office of Fair Hearings, or other office designated by DCHA. There will be no charge for documents emailed. The complainant must request discovery of DCHA documents no later than 12:00 p.m. on the business day prior to the hearing.

(d) The right to be represented by counsel or other person chosen to represent the complainant, and to have such person make statements on their behalf. Hearings may be attended by the following persons:

(1) DCHA representatives including any Counsel, witnesses for DCHA, Staff members of the Office of Fair Hearings, and Security Personnel;

(2) Complainant and any witnesses for the complainant;

(3) The complainant 's counsel or other representative;

(4) Persons approved by DCHA as a reasonable accommodation for a person with a disability;

(5) Any other person approved by DCHA

(e) The right to a private hearing unless the complainant requests a public hearing;

(f) The right to present evidence and arguments in support of the head of household's complaint, to controvert evidence relied on by DCHA or property management, and to confront and cross-examine all witnesses upon whose testimony or information on which DCHA or property management relies; and

(g) A decision based solely and exclusively upon the facts presented at the hearing.

7903.41 If the complainant or DCHA fails to appear at a scheduled hearing, the hearing

officer may make a determination to postpone the hearing for no more than five (5) business days or may make a determination that the party has waived their right to a hearing in their discretion. Both the complainant and DCHA must be notified of the determination by the hearing officer. Provided that a determination that the complainant has waived their right to a hearing shall not constitute a waiver of any right the complainant may have to contest DCHA's disposition of the grievance in an appropriate judicial proceeding.

7903.42 If the complainant does not appear at the scheduled time of the hearing, the hearing officer will wait up to twenty (20) minutes. If the complainant appears within twenty (20) minutes of the scheduled time, the hearing will be held. If the complainant does not arrive within twenty (20) minutes of the scheduled time, they will be considered to have failed to appear.

7903.43 If the complainant fails to appear and was unable to reschedule the hearing in advance, the complainant must contact DCHA within twenty-four (24) hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the complainant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

7903.44 "Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

7903.45 At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter DCHA must sustain the burden of justifying the action or failure to act against which the complaint is directed.

7903.46 The hearing is conducted informally by the hearing officer. DCHA and the complainant will be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

7903.47 Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence:

(a) "Oral evidence": the testimony of witnesses relevant to the case;

(b) "Documentary evidence": a writing which is relevant to the case, for example, a letter written to DCHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof;

(c) "Demonstrative evidence": Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram; and

(d) "Real evidence": A tangible item relating directly to the case.

7903.48 The following applies to hearsay evidence:

(a) Hearsay evidence is generally admissible in a hearing.

(b) "Hearsay evidence" is evidence based not on a witness' personal knowledge.

(c) The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence.

(d) The hearing officer shall not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

(e) If DCHA fails to comply with the discovery requirements (providing the complainant with the opportunity to examine DCHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

(f) Other than the failure of DCHA to comply with discovery requirements, the hearing officer has the authority to rule on the admissibility of all other evidence.

7903.49 If the complainant would like DCHA to record proceedings by audio recording, the request must be made to DCHA three (3) days prior to the hearing. DCHA will consider that a recording of the proceedings is a transcript.

7903.50 DCHA will provide reasonable accommodation for persons with disabilities in order to participate in the hearing in accordance with Chapter 61. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

7903.51 If the complainant is visually impaired, any notice to the complainant which is required in the grievance process will be in an accessible format.

7903.52 DCHA will provide language services as needed throughout the grievance process in accordance with HUD rules and District Law.

7903.53 The following applies to the Hearing Officer's decision:

(a) In rendering a written decision, the hearing officer will consider the following matters:

(1) DCHA's Notice to the Head of Household: The hearing officer will

determine if the reasons for DCHA's decision are factually stated in the notice;

(2) Document Review: The hearing officer will determine if the complainant was given the opportunity to examine any relevant documents in accordance with DCHA policy;

(3) DCHA Evidence to Support DCHA's Decision: The evidence consists of the facts presented. The hearing officer will evaluate the facts to determine if they support DCHA's conclusion; and

(4) Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations, Lease, and DCHA policies. If the grounds for termination are not specified in the regulations or in compliance with DCHA policies, then the decision of the Authority will be overturned.

(b) The hearing officer will issue a written decision to the complainant and DCHA no later than ten (10) business days after the hearing. The report will contain the following information:

(1) Hearing information: Name of the complainant; date, time and place of the hearing; name of the hearing officer; name of the DCHA representatives; name of family representative (if any); and names of witnesses (if any);

(2) Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing;

(3) Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence;

(4) Findings of Fact**:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. "Preponderance of the evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence;

(5) Conclusions**:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold DCHA's decision; and

(6) Order**:** The hearing report will include a statement of whether DCHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct DCHA to change the decision in accordance with the hearing officer's determination.

7903.54 The hearing officer has the authority to ask the complainant for additional information or to adjourn the hearing to reconvene at a later date, before reaching a decision.

7903.55 If the complainant misses an appointment or deadline ordered by the hearing officer, the action of DCHA will take effect and another hearing will not be granted.

7903.56 The decision of the hearing officer is binding on DCHA which must take the action, or refrain from taking the action cited in the decision unless the Executive Director determines within a reasonable time, and notifies the complainant that:

(a) The grievance does not concern DCHA action or failure to act in accordance with or involving the complainant's lease on DCHA policies which adversely affect the complainant's rights, duties, welfare, or status; or

(b) The decision of the hearing officer is contrary to federal or District law, HUD regulations or requirements of the annual contributions contract between HUD and DCHA.

7903.57 DCHA or the complainant may challenge the decision of the hearing officer and may present their arguments on the matter to DCHA's ED in writing within ten (10) business days of the date of the hearing officer's decision.

7903.58 The ED has thirty (30) business days to consider the decision.

7903.59 If the ED decides to reverse the hearing officer's decision, s/he must notify the complainant within ten (10) business days of this decision.

7903.60 A decision by the hearing officer or the ED in favor of DCHA or which denies the relief requested by the complainant in whole or in part does not constitute a waiver of any rights, nor effect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review.

Chapter 80, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 80 PROGRAM INTEGRITY

8000 INTRODUCTION

8000.1 Section 8000 covers DCHA policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. It also describes the actions that are taken in the case of unintentional errors and omissions.

8001 PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

8001.1 DCHA will use the Enterprise Income Verification (EIV) system provided by HUD for preventing errors and program abuse, as available. DCHA will:

(a) Provide applicants and residents with form HUD-52675, "Debts Owed to PHAs and Terminations"; and

(b) Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file.

8001.2 To ensure that DCHA's program is administered effectively and according to the highest ethical and legal standards, DCHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare, including:

(a) Routinely provide resident counseling as part of every reexamination interview in order to clarify any confusion pertaining to program rules and requirements;

(b) Encourage staff to review and explain as needed the contents of HUD and DCHA required forms prior to requesting family member signatures;

(c) Place a warning statement about the penalties for fraud (as described in 18 U.S.C. 1001 and 1010) on key DCHA forms and form letters that request information from a family member;

(d) Provide each applicant and resident with copies of HUD leaflets encouraging compliance with program requirements;

(e) Provide each DCHA employee with training on program rules, including income and rent calculation among other areas, and the organization's standards of conduct and ethics; and

(f) Develop and implement quality control procedures for reviewing income and rent determinations, including calculation and verification.

8001.3 For purposes of this Chapter, the term "error" refers to an unintentional error or omission. "Program abuse" or "fraud" refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

8001.4 DCHA will employ a variety of methods to detect errors and program abuse, including:

(a) Use EIV and other non-HUD sources of up-front income verification, when available. This includes third-party verification companies and any other private or public databases available to DCHA;

(b) At each reexamination, current information provided by the family may be compared to information provided at the last reexamination to identify inconsistencies and incomplete information; and

(c) DCHA will compare family-reported income and expenditures to detect possible unreported income.

8001.5 DCHA will conduct an independent annual audit in compliance with HUD requirements. DCHA will use the results of an independent audit, or HUD monitoring reports, to identify potential program abuses as well as to assess the effectiveness of DCHA's error detection and abuse prevention efforts.

8001.6 DCHA will encourage staff, residents, and the public to report possible program abuse.

8001.7 DCHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation.

(a) In order for DCHA to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

(b) DCHA will investigate when inconsistent or contradictory information is detected through file reviews and the verification process, and may use all available DCHA and public records.

8001.8 DCHA will base its evaluation of investigatory conclusions (that is, the results of DCHA's investigation) on a preponderance of the evidence collected during its investigation. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

(a) "Preponderance of the evidence" is defined as evidence which is of greater

weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

(b) For each investigation, DCHA will make a determination of:

(1) Whether an error or program abuse has occurred;

(2) Whether any amount of money is owed to DCHA;

(3) Whether any amount of money is owed to the resident; and

(4) What corrective measures or penalties are to be assessed.

8001.9 DCHA may, at its discretion, seek to enforce other corrective actions and penalties if available.

8001.10 In the case of family-caused errors or program abuse, DCHA takes into consideration:

(a) The seriousness of the offense and the extent of participation or culpability of individual family members;

(b) Any special circumstances surrounding the case;

(c) Any mitigating circumstances related to the disability of a family member; and

(d) The effects of a particular remedy on family members who were not involved in the offense.

8001.11 DCHA will inform the relevant party in writing of its findings and remedies within thirty (30) days of the conclusion of an investigation. The notice will include:

(a) A description of the error or program abuse;

(b) The basis on which DCHA determined the error or program abuses;

(c) The remedies to be employed; and

(d) The family's right to appeal the results through an informal hearing or grievance hearing.

8002 CORRECTIVE MEASURES AND PENALTIES

8002.1 [RESERVED]

8002.2 [RESERVED]

8002.3 Whether the incorrect rental determination is an overpayment or underpayment, DCHA will promptly correct the tenant rent.

8002.4 The following applies to changes in rent:

(a) An increase in the tenant rent is implemented on the first day of the next month following a written thirty (30) day notice.

(b) A decrease in tenant rent becomes effective on the first (1st) of the month following the discovery of the error.

8002.5 [RESERVED]

8002.6 An incorrect rent determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, expenses, or other relevant criteria, but also would include instances in which a member of the participant family knowingly allows DCHA to use incorrect information provided by a third party.

8002.7 In the case of family-caused errors or program abuse, the family is required to repay all amounts of rent underpaid. DCHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 81. If the family fails to repay the amount owed, DCHA may terminate the family's lease in accordance with the policies in Chapter 78.

8002.8 DCHA will not reimburse a family for any overpayment of rent when the overpayment clearly is caused by the family.

8002.9 An applicant or resident in the public housing program must not knowingly:

(a) Make a false statement to DCHA;

(b) Provide incomplete or false information to DCHA; or

(c) Commit fraud or make false statements in connection with an application for assistance or with reexamination of income.

8002.10 Any of the following is considered evidence of family program abuse:

(a) Offering bribes or illegal gratuities to the DCHA Board of Commissioners,

employees, contractors, or other DCHA representatives;

(b) Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to DCHA on the family's behalf;

(c) Use of a false name or the use of falsified, forged, or altered documents;

(d) Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition);

(e) Omitted facts that were obviously known by a family member (e.g., not reporting employment or other types of relevant income); and

(f) Admission of program abuse by an adult family member.

DCHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this Chapter 80.

8002.11 In the case of program abuse caused by a family, DCHA may, at its discretion, impose any of the following remedies (in addition to other remedies available to DCHA):

(a) Require the family to repay any amounts owed to the program;

(b) Require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit in conformance with the policies in Chapter 62 (for applicants) and Chapter 78 (for residents);

(c) Deny admission or terminate the family's lease following the policies set forth in Chapter 62 and Chapter 78 respectively; or

(d) Refer the family for state or federal criminal prosecution.

8002.12 DCHA-caused incorrect rental determinations include:

(a) Failing to correctly apply public housing rules regarding family composition, income, assets, and expenses; and

(b) Errors in calculation.

8002.13 DCHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A "de minimis error" is an error where DCHA's determination of family income deviates from the correct income determination by no more than Thirty Dollars ($30) per month in monthly adjusted income ($360 in annual adjusted income) per family.

8002.14 DCHA will still take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent as a result of the de minimis error in the income determination, but families will not be required to repay DCHA in instances where DCHA has miscalculated income resulting in a family being undercharged for rent.

8002.15 A family is not required to repay an underpayment of rent if the error or program abuse is caused by DCHA staff.

8002.16 DCHA will reimburse a family for any overpayment of rent if the overpayment is the result of DCHA error or staff program abuse.

8002.17 Any of the following may be considered evidence of program abuse by DCHA staff:

(a) Failing to comply with any public housing program requirements for personal gain;

(b) Failing to comply with any public housing program requirements as a result of a conflict-of-interest relationship with any applicant or resident;

(c) Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to DCHA;

(d) Disclosing confidential or proprietary information to outside parties;

(e) Gaining profit because of insider knowledge of DCHA activities, policies, or practices;

(f) Misappropriating or misusing public housing funds;

(g) Destroying, concealing, removing, or inappropriately using any records related to the public housing program;

(h) Committing any other corrupt or criminal act in connection with any federal housing program;

(i) Committing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment;

(j) Allowing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile

environment, where DCHA knew or should have known such harassment was occurring;

(k) Retaliating against any applicant, resident, or staff reporting sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment; and

(l) Other activities cited in the DC Human Rights Act locally administered by the Office of Human Rights (OHR).

8002.18 When DCHA determines that program abuse by a family or DCHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, DCHA may refer the matter to an appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General.

Other criminal violations related to the public housing program will be referred to the appropriate local, state, or federal entity.

8002.19 Notwithstanding other provisions of this chapter, DCHA may, in its sole discretion, delegate the investigation to a third party in which the third party will follow their own investigatory procedures.

8002.20 A participant accused of or subject to an investigation involving suspected program error, fraud, or abuse, will be afforded the opportunity for a hearing through DCHA's grievance process.

Chapter 81, RENTAL SUBSIDY PROGRAMS: HOUSING QUALITY STANDARDS AND INSPECTIONS, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 81 PROGRAM ADMINISTRATION

8100 INTRODUCTION

8100.1 Section 8100 discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in seven (7) parts as described below:

(a) Section 8101 describes DCHA's policies for establishing and revising utility allowances, and surcharges for excess consumption of DCHA furnished utilities;

(b) Section 8102 describes DCHA's policies related to establishing and

updating flat rent amounts;

(c) Section 8103 contains DCHA's policies for recovering monies that have been underpaid by families and describes the circumstances under which DCHA offers repayment agreements to families and the consequences for failure to make payments in accordance with a repayment agreement;

(d) Section 8105 outlines the privacy rights of applicants and residents and record retention policies that DCHA follows;

(e) Section 8106 describes DCHA's reporting responsibilities related to children with elevated blood lead levels that reside in public housing; and

(f) Section 8107 contains key terms used in the Violence Against Women Act (VAWA) and describes requirements related to notifying families about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, and/or stalking; and maintaining the confidentiality of information obtained from victims.

8101 SETTING UTILITY ALLOWANCES

8101.1 [RESERVED].

8101.2 [RESERVED].

8101.3 DCHA furnishes utilities for DCHA-owned and operated public housing properties.

8101.4 DCHA will maintain a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record shall be made available for inspection by residents upon request.

8101.5 DCHA will establish separate allowances for each utility and for each category of dwelling units DCHA determines to be reasonably comparable as to factors affecting utility usage.

8101.6 [RESERVED]

8101.7 Utilities shall include gas, electricity, fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit.

8101.8 [RESERVED].

8101.9 [RESERVED]

8101.10 [RESERVED].

8101.11 DCHA will review annually the basis on which utility allowances have been established and revise the allowances, if necessary, in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR § 965.505. The review will include substantial changes in the physical condition of the building including DCHA's completion of modernization or other energy conservation measures implemented by DCHA indicating probability of a significant change in reasonable requirements and changes in utility rates.

8101.12 Between annual reviews of utility allowances, DCHA will only revise its utility allowances when required by changes in federal or local law.

8101.13 [RESERVED].

8101.14 [RESERVED]

8101.15 DCHA will give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice must be given in the manner provided in the lease and must:

(a) Be provided at least sixty (60) days before the proposed effective date of the allowances, scheduled surcharges, or revisions;

(b) Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges;

(c) Notify residents of the place where DCHA's documentation on which allowances and surcharges are based is available for inspection; and

(d) Provide all residents an opportunity to submit written comments during a period expiring not less than thirty (30) days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

8101.16 On request from a family, DCHA may approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability. DCHA may grant an exemption from the excess utility surcharge for resident-supplied appliances as a reasonable accommodation to residents with disabilities if there is a verified need for special equipment because of the disability.

8101.17 [RESERVED]

8102 ESTABLISHING FLAT RENTS

8102.1 [RESERVED]

8102.2 [RESERVED]

8102.3 For areas where HUD has not determined a SAFMR or an unadjusted rent, DCHA will set flat rents at no less than eighty percent (80%) of the FMR or apply for an exception flat rent.

8102.4 [RESERVED]

8102.5 [RESERVED]

8102.6 DCHA will apply a utility allowance to flat rents as necessary. Flat rents set at eighty percent (80%) of the FMR must be reduced by the amount of the unit's utility allowance, if any.

8102.7 No later than ninety (90) days after the effective date of the new annual FMRs/SAFMRs/unadjusted rent, DCHA will implement new flat rents as necessary based changes to the FMR/SAFMR/unadjusted rent or request an exception.

8102.8 [RESERVED]

8102.9 DCHA will update flat rents as follows:

(a) If the FMR/SAFMR/unadjusted rent is lower than the previous year, DCHA will reduce flat rents to eighty percent (80%) of the current FMR/SAFMR.

(b) DCHA will apply updated flat rents at each family's next reexamination or flat rent update after implementation of the new flat rents.

(c) DCHA will publicly post the schedule of flat rents in a conspicuous manner in the applicable DCHA and in the property management office.

8102.10 DCHA will maintain records that document the method used to determine flat rents, and that show how flat rents were determined by DCHA in accordance with this method.

8103 FAMILY DEBTS TO DCHA

8103.1 Families are required to reimburse DCHA if they were charged less rent than required because the family either underreported or failed to report income. DCHA will determine retroactive rent amount as far back as DCHA has documentation of family unreported income.

8103.2 When an action or inaction of a resident family results in the underpayment of rent or other amounts, DCHA holds the family liable to return any underpayments to DCHA.

8103.3 DCHA will enter into repayment agreements in accordance with the policies contained in this section to recover overpayments.

8103.4 Any amount owed to DCHA by a public housing family must be repaid. If the family is unable to repay the debt within thirty (30) days, DCHA will offer to enter into a repayment agreement in accordance with the policies below.

8103.5 If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, DCHA will terminate the family's tenancy in accordance with the ACOP and District of Columbia law.

8103.6 When a family refuses to repay monies owed to DCHA, in addition to termination of program assistance, DCHA may utilize other available collection alternatives including, but not limited to, the following:

(a) Collection agencies;

(b) Small claims court;

(c) Civil lawsuit; or

(d) State income tax set-off program.

8103.7 The term "repayment agreement" refers to a formal written document signed by a tenant and provided to DCHA in which a tenant acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

8103.8 Before executing a repayment agreement with a family, DCHA generally requires a down payment of twenty-five percent (25%) of the total amount owed. If the family can provide evidence satisfactory to DCHA that a down payment of twenty-five percent (25%) would impose an undue hardship, DCHA may, in its sole discretion, require a lesser percentage or waive the requirement.

8103.9 DCHA will determine the repayment agreement monthly payment in accordance with the following:

(a) If a family is paying less than forty percent (40%) of its monthly adjusted income (MAI) in rent, the minimum monthly payment amount is:

(1) The difference between forty percent (40%) of the family's MAI; and

(2) The Total Tenant Payment (TTP) at the time the agreement is executed.

(b) If a family can provide evidence satisfactory to DCHA that the monthly payment amount would impose an undue hardship, DCHA may, in its sole discretion, require a lower monthly payment amount; and

(c) If the family's income increases or decreases during the term of a repayment agreement, either DCHA or the family may request that the monthly payment amount be adjusted accordingly.

8103.10 Any repayment agreement between DCHA and a family will be in writing, signed, and dated by DCHA and by the head of household and spouse or co-head (if applicable).

8103.11 All payments are due by the close of business on the fifteenth (15th) day of the month. If the fifteenth (15th) does not fall on a business day, the due date is the close of business on the first business day after the fifteenth (15th).

8103.12 Repayment agreement payments must be made in accordance with the following:

(a) If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by DCHA, DCHA will send the family a delinquency notice giving the family ten (10) business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it shall be considered a breach of the agreement and DCHA shall terminate tenancy in accordance with the policies in Chapter 78; and

(b) If a family receives three (3) delinquency notices for unexcused late payments in a twelve (12) month period, the repayment agreement will be considered in default, and DCHA shall terminate tenancy in accordance with the policies in Chapter 78.

8103.13 DCHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family, or if the amount owed by the family exceeds the federal or District threshold for criminal prosecution.

8103.14 All repayment agreements will include the total retroactive rent amount owed, amount of down payment made at time of execution, the monthly repayment amount, and the following:

(a) A reference to the items in the public housing lease that state the family's obligation to provide true and complete information at every reexamination and the grounds on which DCHA may terminate assistance because of a family's action or failure to act;

(b) A statement clarifying that each month the family not only must pay to DCHA the monthly payment amount specified in the agreement but must also pay to DCHA the monthly tenant rent;

(c) A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases; and

(d) A statement that late or missed payments constitute default of the repayment agreement and may result in termination of tenancy.

8104 [RESERVED]

8104.1 [RESERVED]

8104.2 [RESERVED]

8105 RECORD KEEPING

8105.1 DCHA will maintain records as follows:

(a) DCHA will keep at least the last three (3) years of the Form HUD-50058 and supporting documentation, and for at least three (3) years after end of participation all documents related to a family's eligibility, tenancy, and termination;

(b) DCHA will keep Enterprise Income Verification (EIV) system Income Reports in the tenant file for the duration of the tenancy and for three (3) years from the end of participation date.

(c) In addition, DCHA will keep the following records for at least three (3) years:

(1) An application from each ineligible family and notice that the applicant is not eligible;

(2) Lead-based paint records as required by 24 CFR 35, Subpart B;

(3) Documentation supporting the establishment of flat rents;

(4) Documentation supporting the establishment of utility allowances and surcharges;

(5) Accounts and other records supporting DCHA budget and financial statements for the program;

(6) Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule;

(7) Confidential records of all emergency transfers related to VAWA requested under DCHA's Emergency Transfer Plan and the outcomes of such requests; and

(8) Other records as determined by DCHA or as required by HUD.

(d) If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents in accordance with Chapter 79 of this Title.

8105.2 Records will be kept in accordance with the following:

(a) All applicant and participant information will be kept in a secure location and access will be limited to authorized DCHA staff on an as-needed basis only; and

(b) DCHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

8105.3 The collection, maintenance, use, and dissemination of Social Security numbers (SSNs), employer identification numbers (EINs), any information derived from these numbers, and income information of applicants and participants will be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal and District of Columbia law.

8105.4 [RESERVED]

8105.5 DCHA will follow EIV security procedures required by HUD.

8105.6 DCHA will only disclose the criminal conviction records which DCHA receives from a law enforcement agency to officers or employees of DCHA, or to authorized representatives of DCHA who have a job-related need to have access to the information.

8105.7 DCHA will implement a system of records management that ensures that any criminal record received by DCHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the DCHA action without institution of a challenge or final disposition of any such litigation.

8105.8 DCHA will implement a system of records management that ensures that any sex offender registration information received by DCHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the DCHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed shall be retained. This requirement does not apply to information that is public information, or is obtained by DCHA other than under 24 CFR §5.905.

8105.9 DCHA is not permitted to inquire about the nature or extent of a person's disability. DCHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If DCHA receives a verification document that provides such information, DCHA will not place this information in the tenant file. DCHA will destroy the document.

8105.10 For requirements and DCHA's policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, and/or stalking, see § 8107.

8106 REPORTING REQUIREMENTS FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL

8106.1 DCHA will provide the public health department written notice of the address of any child identified as having an elevated blood lead level.

8106.2 DCHA will provide written notice of the address of a child identified and verified as having an elevated blood lead level (EBLL) to the HUD field office, to HUD's Office of Lead Hazard Control (OLHCHH), and the District of Columbia Department of Energy and Environment (DOEE) within five (5) business days of receiving the information.

8106.3 DCHA will comply with the requirements set forth in the regulations at 24 CFR § 35.1130 to reduce the lead paint hazard.

8107 VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY

8107.1 The Violence against Women Reauthorization Act of 2022 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, or stalking who are public housing applicants or residents. The purpose of § 8107 is to help ensure that all actual and potential beneficiaries of DCHA's public housing program are aware of their rights under VAWA.

8107.2 VAWA protections are available to victims of domestic violence, dating violence, sexual assault, and/or stalking without regard to sex, gender identity, sexual

orientation, race, color, national origin, religion, familial status, disability, or age.

8107.3 In addition to definitions of key terms used in VAWA, § 8107 contains general VAWA requirements and DCHA's policies in three areas: notification, documentation, and confidentiality.

8107.4 As used in VAWA:

(a) The term "affiliated individual" means, with respect to a person:

(1) A spouse, parent, brother or sister, or child of that individual, or an individual to whom that person stands in the position or place of a parent; or

(2) Any individual, tenant or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking;

(b) The term "bifurcate" means, with respect to a public housing lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact;

(c) The term "dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship is determined based on a consideration of the following factors:

(1) The length of the relationship;

(2) The type of relationship; and

(3) The frequency of interaction between the persons involved in the relationship;

(d) The term "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

(1) The current or former spouse or intimate partner of the victim, or

person similarly situated to a spouse or intimate partner of the victim;

(2) A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner;

(3) A person with whom the victim shares a child in common; and

(4) A person who commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction.

(e) The term "economic abuse" means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:

(1) Restrict a person's access to money, assets, credit, or financial information;

(2) Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; and

(3) Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty;

(f) The term "sexual assault" means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent;

(g) The term "stalking" means to engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress; and

(h) The term "technological abuse" means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, and/or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

(1) Internet enabled devices;
(2) Online spaces and platforms;
(3) Computers;

(4) Mobile devices;
(5) Cameras and imaging programs;
(6) Apps;
(7) Location tracking devices;
(8) Communication technologies, or
(9) Any other emergency technologies.

8107.5 DCHA will post the following information regarding VAWA in its offices and on its website. It shall also make the information readily available to anyone who requests it:

(a) A notice of occupancy rights under VAWA to public housing program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380);

(b) A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation;

(c) A copy of DCHA's emergency transfer plan;

(d) A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, form HUD-5383;

(e) The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800787-3224 (TTY); and

(f) Contact information for local victim advocacy groups or service providers.

8107.6 DCHA will provide the notice of occupancy rights under VAWA, along with the VAWA self-certification form (HUD-5382), as follows:

(a) The VAWA information provided to applicants and tenants will consist of the notices specified in §§ 8107.5(a) and 8107.6;

(b) DCHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. DCHA will also include such information in all notices of denial of assistance; and

(c) DCHA will provide all tenants with information about VAWA at the time of admission and at reexamination. DCHA will also include such information in all lease termination notices.

8107.7 DCHA's alternative methods of communicating with the VAWA victim include the following:

(a) Whenever DCHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, DCHA will attempt to deliver the information by other means, i.e., by hand directly to the victim, email, or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. DCHA may decide not to send mail regarding VAWA protections to the victim's unit if DCHA believes the perpetrator may have access to the victim's mail, unless requested by the victim;

(b) When discussing VAWA with the victim, DCHA will take reasonable precautions to ensure that no one can overhear the conversation such as having conversations in a private room; and

(c) The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections. The victim must provide to DCHA an authorization to release information to the designee.

8107.8 If a tenant or applicant requests protections under VAWA, DCHA will request in writing that the tenant provide documentation in accordance with § 8107.

(a) Any request for documentation of domestic violence, dating violence, sexual assault, and/or stalking shall be in writing, shall specify a deadline of 30 calendar days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline;

(b) DCHA may, in its discretion, extend the deadline for ten (10) business days. In determining whether to extend the deadline, DCHA shall consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues. Any extension granted by DCHA will be in writing.

(c) If the tenant or applicant fails to provide the documentation within 30 calendar days from the date of receipt of the written request for documentation, or such longer time as permitted in § 8107.8(b), DCHA may deny relief for protection under VAWA.

8107.9 The individual may satisfy DCHA's request by providing any one of the following three (3) forms of documentation:

(a) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) or comparable report or document providing the required information, which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim;

(b) A federal, state, tribal, territorial, or local police report or court record, or an administrative record that documents the incident of domestic violence, dating violence, sexual assault, or stalking (i.e., police reports, protective orders, and restraining orders); or

(c) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, and/or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

8107.10 DCHA will not require third-party documentation in addition to the HUD-approved certification form, except in instances of conflicting documentation.

8107.11 Once the victim provides documentation, DCHA shall acknowledge receipt of the documentation.

8107.12 If presented with conflicting certification documents from members of the same household, DCHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with § 8107.9(b)-(c). When requesting third-party documents, DCHA shall provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given thirty (30) calendar days from the date of the request to provide such documentation.

8107.13 If DCHA does not receive third-party documentation within the required timeframe (and any extensions), DCHA will deny VAWA protections and shall notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, DCHA will hold separate hearings for the applicants or tenants.

8107.14 If DCHA receives third-party documentation within the required timeframe, the documentation will be reviewed by DCHA's VAWA panel and a recommendation shall be made to the program for final determination.

8107.15 Generally, DCHA will require documentation of abuse as outlined § 8107.9. If

DCHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, DCHA will document acceptance of the individual's statement or evidence.

8107.16 All information provided to DCHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, will be retained in confidence.

8107.17 With respect to the information in § 8107.16, DCHA will not:

(a) Enter the information into any shared database;

(b) Allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work; and

(c) Provide the information to any other entity or individual, except to the extent that the disclosure is:

(1) Requested or consented to by the individual in writing in a time-limited release,

(2) Required for use in an eviction proceeding; or

(3) Otherwise required by applicable law.

8107.18 If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, DCHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

All persons desiring to comment on these proposed rules must submit comments in writing, no later than thirty (30) days after the date of publication of this notice in the *District of Columbia Register*, to the following: District of Columbia Housing Authority, Office of the General Counsel, 300 7th Street, SW, Washington, D.C. 20024 or in the alternative to email comments to PublicationComments@dchousing.org. Copies of these proposed regulations may be obtained without charge at the above-described address.

DISTRICT OF COLUMBIA HOUSING AUTHORITY

NOTICE OF NINTH EMERGENCY AND PROPOSED RULEMAKING

The Stabilization and Reform Board (Board) of the District of Columbia Housing Authority (DCHA), pursuant to the authority set forth in the District of Columbia Housing Authority Act of 1999, effective May 9, 2000 (D.C. Law 13-105; D.C. Official Code § 6-203 and § 6-210.02), hereby gives notice of the adoption, on an emergency basis, of the following amendments to Chapters 60 (Low Rent Housing: General Provisions), 61 (Public Housing: Admission and Recertification), 62 (Low Rent Housing: Rent and Lease), 63 (Low Rent Housing: Grievance Procedures), 64 (Low Rent Housing: Public Housing Transfer Policy), 65 (Low Rent Housing: Maintenance and Inspection), 66 ([Reserved]), 67 ([Reserved]), 68 ([Reserved]), 70 ([Reserved]), 73 ([Reserved]), 74 (Reasonable Accommodation Policies and Procedures), 77 ([Reserved]), 78 ([Reserved]), 79 ([Reserved]), 80 ([Reserved]) and 81 (Rental Subsidy Programs: Housing Quality Standards and Inspections) to Title 14 (Housing) of the District of Columbia Municipal Regulations (DCMR).

The proposed rulemaking amends and restates the existing Chapters 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 73, 74, 77, 78, 79, 80 and 81 to Title 14 (Housing) of the District of Columbia Municipal Regulations (DCMR) to address and remediate the issues identified by the United States Department of Housing and Urban Development (HUD) in its 2022 assessment of DCHA.

On April 12, 2023, the First Notice of Emergency and Proposed Rulemaking was adopted by Board. The emergency rules became effective on that date and were published in the *District of Columbia Register* on May 5, 2023 at 70 DCR 006436.

On August 2, 2023, the Second Notice of Emergency and Proposed Rulemaking was adopted by the Board. The emergency rules became effective on that date and were published in the *District of Columbia Register* on September 1, 2023 at 70 DCR 011658.

On December 13, 2023, the Third Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date and was published in the *District of Columbia Register* on December 22, 2023 at 70 DCR 016152.

On April 10, 2024, the Fourth Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date and was published in the *District of Columbia Register* on April 26, 2024 at 71 DCR 004700.

On June 12, 2024, the Fifth Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date and was published in the *District of Columbia Register* on July 12, 2024 at 71 DCR 008051.

On October 9, 2024, the Sixth Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date and was published in the *District of Columbia Register* on November 8, 2024 at 71 DCR 013616.

On January 27, 2025, the Seventh Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date and was published in the *District of Columbia Register* on February 21, 2025 at 72 DCR 001698.

On May 14, 2025, the Eighth Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date.

On September 10, 2025, the Ninth Notice of Emergency and Proposed Rulemaking was adopted by the Board and became effective on that date. These emergency rules will remain in effect for up to one hundred twenty (120) days from the date of adoption, until January 8, 2026, or upon publication of a Notice of Final Rulemaking in the *District of Columbia Register*, whichever occurs first.

Per D.C. Official Code § 2-505(c) emergency rulemakings are promulgated when the action is necessary for the immediate preservation of the public peace, health, safety, welfare, or morals. In reissuing the proposed rulemaking, DCHA will continue to engage with community stakeholders, advocates, residents, and resident councils regarding the proposed changes before adoption of Final Regulations which DCHA believes will occur prior to the expiration of this rulemaking.

Chapter 60, LOW RENT HOUSING: GENERAL PROVISIONS, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 60 OVERVIEW OF THE PUBLIC HOUSING PROGRAM AND ADMISSIONS AND CONTINUING OCCUPANCY PLAN

6000 INTRODUCTION

6000.1 The District of Columbia Housing Authority (DCHA) receives its subsidy for the public housing program from the United States Department of Housing and Urban Development (HUD). DCHA is not a federal department or agency. DCHA is a governmental or public body, created and authorized by state law per DC Code § 6-202 to develop and operate housing and housing programs for low-income families. DCHA enters into an Annual Contributions Contract (ACC) with HUD to administer the public housing program. DCHA must ensure compliance with federal laws, regulations, and notices and must establish policies and procedures to clarify federal requirements and to ensure consistency in program operation.

6000.2 This chapter contains information about DCHA and its programs with emphasis on the public housing program. It also contains information about the purpose, intent, and use of the Admissions and Continuing Occupancy Plan (ACOP or Policy). There are three (3) sections to this chapter:

(a) The District of Columbia Housing Authority. Sections §§ 6000.1 to 6001.9 includes a description of DCHA, its jurisdiction, its programs, and its mission and intent;

(b) The Public Housing Program. Sections §§ 6002.1 to 6002.17 contains information about public housing operation, roles and responsibilities, and partnerships; and

(c) The Admissions and Continued Occupancy Plan. Sections §§ 6003.1 to 6003.8 sets forth the purpose and organization of the plan and its revision requirements.

6001 DISTRICT OF COLUMBIA HOUSING AUTHORITY

6001.1 This § 6001 describes DCHA's creation and authorization, the general structure of the organization, and the relationship between the DCHA Board of Commissioners (Board) and DCHA staff.

6001.2 Public housing is funded by the federal government and administered by DCHA for the jurisdiction of the District of Columbia.

6001.3 The Board governs DCHA.

6001.4 Commissioners are appointed in accordance with District law. The Board establishes policies under which DCHA conducts business.

6001.5 [RESERVED]

6001.6 The principal staff member of DCHA is the Executive Director (ED), who is selected and hired by the Board. The ED oversees the daily operations of DCHA and is directly responsible for carrying out the policies established by the Board.

6001.7 [RESERVED]

6001.8 [RESERVED]

6001.9 [RESERVED]

6002 THE PUBLIC HOUSING PROGRAM

6002.1 The intent of § 6002 is to provide an overview of public housing.

6002.2 The United States Housing Act of 1937 (1937 Act), as amended, is the primary statute governing the public housing program.

6002.3 [RESERVED]

6002.4 [RESERVED]

6002.5 [RESERVED]

6002.6 HUD contracts with DCHA to administer programs in accordance with HUD regulations and provides public housing subsidy to DCHA. DCHA must create written policies that are consistent with HUD regulations, as may be modified by DCHA's Moving to Work (MTW) Agreement and MTW Plans. Among these policies is DCHA's ACOP. The ACOP must be approved by the Board.

(a) DCHA is a participant in the MTW program. MTW allows participating public housing agencies to design and test inventive approaches to local housing and policy issues. In federal fiscal year 2016, DCHA's MTW agreement with HUD was extended to 2028. As a result, DCHA is able to continue implementation of the flexibilities made possible by the MTW designation, in addition to identifying other innovations designed to address local affordable housing issues.

(b) DCHA's ACOP includes policies which have been developed and implemented under the MTW program. In accordance with its MTW Agreement with HUD, DCHA requests approval from HUD to establish MTW policies and waive certain provisions of the 1937 Act and its implementing regulations through the MTW Plan. The policies adopted by DCHA, under the MTW Agreement, will remain in force through the term of the MTW Agreement and will supersede existing and applicable HUD requirements unless and until amended.

6002.7 The job of DCHA, pursuant to HUD regulations is to provide safe, habitable dwelling units to low-income families at an affordable rent. DCHA screens applicants for public housing and, if they are determined to be eligible for the program, DCHA makes an offer of a housing unit. If the applicant accepts the offer, DCHA and the applicant enter into a written lease agreement. At this point, the applicant becomes a tenant in the public housing program.

6002.8 In the context of the public housing program, a tenant is defined as the adult person(s) (other than a live-in aide) who (a) executed the lease with DCHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (b) who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit in accordance with 24 CFR § 966.53. The terms "tenant" and "resident" are used interchangeably in this ACOP. Additionally, the ACOP uses the term "family" or "families" for residents or applicants, depending on context.

6002.9 [RESERVED]

6002.10 [RESERVED]

6002.11 In addition to the ACC, DCHA and the family must also comply with federal

regulations and other HUD publications and directives. For the public housing program to work and be successful, all parties involved – HUD, DCHA, and the tenant – play an important role.

6002.12 Federal law is the source of HUD responsibilities. HUD has the following major responsibilities:

(a) Develop regulations, requirements, handbooks, notices, and other guidance to implement housing legislation passed by Congress;

(b) Allocate operating subsidies to PHAs;

(c) Allocate capital funding to PHAs;

(d) Provide technical assistance to PHAs on interpreting and applying public housing program requirements; and

(e) Monitor PHA compliance with program requirements and PHA performance in public housing program administration.

6002.13 DCHA's responsibilities originate in federal regulations and the ACC. DCHA owns and manages public housing developments, administers the program under contract with HUD, and has the following major responsibilities:

(a) Ensure compliance with all non-discrimination, equal opportunity, and fair housing laws, and ensure that the public housing program is accessible to persons with disabilities;

(b) Establish local policies and procedures for operating the housing program;

(c) Accept applications from interested applicant families and determine whether they are income eligible for the housing program;

(d) Maintain waiting list and select families for admission;

(e) Screen applicant families for suitability as renters;

(f) Maintain housing units by making any necessary repairs in a timely manner;

(g) Make unit offers to families (minimize vacancies without overcrowding);

(h) Maintain properties to the standard of safe, habitable dwelling units (including assuring compliance with National Standards for the Physical Inspection of Real Estate, or NSPIRE);

(i) Make sure DCHA has adequate financial resources to maintain its housing

stock;

(j) Perform regular reexaminations of family income and composition in accordance with HUD requirements;

(k) Collect rent due from the assisted family and comply with and enforce provisions of the lease;

(l) Ensure that families comply with public housing program rules;

(m) Provide families with prompt and professional service; and

(n) Comply with all applicable fair housing and equal opportunity requirements, HUD regulations and requirements as may be amended by DCHA's MTW Agreement, the ACC, HUD-approved applications for funding, the ACOP, other applicable federal, state and local laws and DCHA's MTW Agreement.

6002.14 The tenant's responsibilities are articulated in the public housing lease. The tenant has the following broad responsibilities:

(a) Comply with the terms of the lease and DCHA's house rules, as applicable;

(b) Provide DCHA with complete and accurate information, determined by DCHA to be necessary for administration of the public housing program;

(c) Cooperate in attending all appointments scheduled by DCHA;

(d) Allow DCHA to inspect the unit at reasonable times and after reasonable notice;

(e) Take responsibility for care of the housing unit, including any violations of NSPIRE caused by the family;

(f) Not engage in drug-related or violent criminal activity;

(g) Notify DCHA before moving or termination of the lease;

(h) Use the assisted unit only for residence and as the sole residence of the family; not subletting the unit or assigning the lease;

(i) Promptly notify DCHA of any changes in family composition;

(j) Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs; and

(k) Take care of the housing unit and report promptly maintenance problems to DCHA.

6002.15 [RESERVED]

6002.16 Applicable federal regulations affecting the ACOP include:

(a) 24 CFR Part 5: General Program Requirements;

(b) 24 CFR Part 8: Nondiscrimination;

(c) 24 CFR Part 35: Lead-Based Paint;

(d) 24 CFR Part 945: Designated Housing;

(e) 24 CFR Part 960: Admission and Occupancy Policies;

(f) 24 CFR Part 965: PHA-Owned or Leased Projects – General Provisions; and

(g) 24 CFR Part 966: Lease and Grievance Procedures.

6003 THE ADMISSIONS AND CONTINUED OCCUPANCY POLICIES

6003.1 The ACOP is DCHA's written statement of policies used to carry out the housing program in accordance with federal law and regulations, and HUD requirements. The ACOP also contains policies that support the objectives contained in DCHA's MTW Plan which is updated on an annual basis.

6003.2 All issues related to public housing not addressed in this ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices, applicable state and local laws, and DCHA procedures. If HUD regulations change and conflict with the ACOP, HUD regulations have precedence.

6003.3 DCHA's ACOP Plan comprises the following chapters of this title; Chapters 60-68, Chapter 70, Chapter 73, Chapters 77-81, and Chapter 74 ("Reasonable Accommodations Policies and Procedures"). The ACOP plan covers DCHA's policies on these subjects:

(a) The organization of the waiting list and how families are selected and offered available units, including any DCHA admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening DCHA waiting list (Chapters 63 and 64);

(b) Transfer policies and the circumstances under which a transfer would take

precedence over an admission (Chapter 77);

(c) Standards for determining eligibility, suitability for tenancy, and the size and type of the unit needed (Chapters 62 and 64);

(d) Procedures for verifying the information the family has provided (Chapter 66);

(e) The method for achieving deconcentration of poverty and income-mixing of public housing developments (Chapter 63);

(f) Grievance procedures (Chapter 79);

(g) Policies concerning payment by a family to DCHA of amounts the family owes DCHA (Chapters 80 and 81);

(h) Interim redeterminations of family income and composition (Chapter 68);

(i) Policies regarding community service requirements (Chapter 73); and

(j) Polices and rules about safety and ownership of pets in public housing (Chapter 70).

6003.4 [RESERVED]

6003.5 [RESERVED]

6003.6 [RESERVED]

6003.7 [RESERVED]

6003.8 DCHA will review and update the ACOP as needed to reflect changes in federal and local regulations and laws (where applicable), DCHA operations, DCHA's MTW policies (approved by HUD through DCHA's MTW Plan) or when needed to ensure staff consistency in operation.

Chapter 61, PUBLIC HOUSING: ADMISSION AND RECERTIFICATION, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 61 FAIR HOUSING AND EQUAL OPPORTUNITY

6100 INTRODUCTION

6100.1 This § 6100 explains the laws and HUD regulations requiring DCHA to affirmatively further civil rights and fair housing in all federally assisted housing programs. The letter and spirit of these laws are implemented through consistent

policy and procedures. The responsibility to further nondiscrimination pertains to all areas of DCHA's public housing operations.

6100.2 This § 6100 describes HUD regulations and DCHA policies related to these topics in three (3) sections:

(a) Nondiscrimination. Sections §§ 6101 and 6102 present the body of laws and regulations governing the responsibilities of DCHA regarding nondiscrimination;

(b) Policies Related to Persons with Disabilities. Section 6103 discusses the rules and policies of the public housing program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42 U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004; and

(c) Prohibition of Discrimination Against Limited English Proficiency Persons. Section 6104 details the obligations of DCHA to ensure meaningful access to the public housing program and its activities by persons with limited English proficiency (LEP). This section incorporates the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons published January 22, 2007, in the Federal Register.

6101 NONDISCRIMINATION

6101.1 Federal laws require DCHA to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. DCHA shall comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing, including the following:

(a) Title VI of the Civil Rights Act of 1964;

(b) Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988);

(c) Executive Orders 11063 and 13988;

(d) Section 504 of the Rehabilitation Act of 1973;

(e) Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern);

(f) The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20;

(g) The Violence against Women Reauthorization Act of 2022 (VAWA); and

(h) Any applicable state laws or local ordinances, including but not limited to the District of Columbia Human Rights Act, D.C. Code § 2-1401.01 *et seq*, and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted.

6101.2 When more than one civil rights law applies to a situation, the laws shall be read and applied together.

6101.3 In addition to the statutes, regulations, and policies outlined in § 6101.1, DCHA shall adhere to applicable provisions of the District of Columbia Human Rights Act, available at D.C. Code § 2-1401.01 *et seq.*

6102 NONDISCRIMINATION

6102.1 Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as DCHA policies, prohibit discrimination against additional classes of people.

6102.2 DCHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (collectively, the "federal protected classes").

6102.3 Familial status involves a family with a child or children under the age of eighteen (18) living with parents or legal custodians or with designees (pursuant to written permission) of a parent or legal custodian, pregnant women, or securing custody of children under the age of eighteen (18).

6102.4 DCHA shall not discriminate on the basis of marital status, gender identity, or sexual orientation.

6102.5 DCHA acknowledges the following protected traits under the District of Columbia Human Rights Act:

(a) Race;

(b) Color;

(c) Religion;

(d) National origin;

(e) Sex;

(f) Age;

(g) Marital status;

(h) Personal appearance;

(i) Sexual orientation;

(j) Gender identity or expression;

(k) Familial status;

(l) Family responsibilities;

(m) Disability;

(n) Matriculation;

(o) Political affiliation;

(p) Source of income;

(q) Sealed eviction record;

(r) Status as a victim of an intrafamily offense;

(s) Place of residence or business; or

(t) Homeless status.

6102.6 DCHA shall not, based on protected traits under the District of Columbia Human Rights Act or Federal protected class:

(a) Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program;

(b) Provide housing that is different from that provided to others;

(c) Subject anyone to segregation or disparate treatment;

(d) Subject anyone to sexual harassment;

(e) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

(f) Treat a person differently in determining eligibility or other requirements for admission;

(g) Steer an applicant or resident toward or away from a particular area based on a protected trait under applicable District law or Federal protected class;

(h) Deny anyone access to the same level of services;

(i) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;

(j) Discriminate in the provision of residential real estate transactions;

(k) Discriminate against someone because they are related to or associated with a member of a protected class or because they are perceived to be related to or associated with a member of a protected class; or

(l) Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class under the District of Columbia Human Rights Act or the federal protected classes.

6102.7 [RESERVED]

6102.8 If an applicant or tenant family believes that any family member has been discriminated against by DCHA, the family can advise DCHA. DCHA should make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action.

6102.9 In all cases, DCHA may advise the family to file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act, District of Columbia Human Rights Act, or other applicable anti-discrimination law. Anyone who believes they have been discriminated against may file a fair housing complaint with the Department of Housing and Urban Development (for claims under applicable Federal laws) or the District of Columbia Office of Human Rights (for claims under the District of Columbia Human Rights Act).

6102.10 Upon receipt of a housing discrimination complaint, DCHA is required to:

(a) Provide written notice of the complaint to those alleged and inform the complainant that such notice was made;

(b) Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted; and

(c) Keep records of all complaints, investigations, notices, and corrective actions.

6102.11 Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify DCHA either orally or in writing.

(a) Within ten (10) business days of receiving the complaint, DCHA shall provide a written notice to those alleged to have violated the rule. DCHA shall also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

(b) DCHA shall attempt to remedy discrimination complaints made against DCHA and shall investigate all allegations of discrimination.

(c) Within ten (10) business days following the conclusion of DCHA's investigation, DCHA shall provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

(d) DCHA shall keep a record of all complaints, investigations, notices, and corrective actions.

6102.12 A complainant may, not later than one (1) year after an alleged VAWA violation has occurred or terminated, file a complaint with FHEO alleging such violation.

6102.13 If there is a violation that began prior to a year before the complaint is filed, but it continues into the one (1) year time period, HUD will accept the complaint.

6102.14 FHEO is legally required to investigate the complaint if it is timely and FHEO otherwise has jurisdiction.

6102.15 If a complaint is filed more than one (1) year after the alleged violation occurred or terminated, FHEO may, but is not required to, investigate the allegations under the additional authority and procedures described in HUD Notice FHEO 2023-01.

6102.16 Complaints do not need to allege a violation of the Fair Housing Act for FHEO to accept and investigate a VAWA complaint.

6102.17 Applicants or tenant families who wish to file a VAWA complaint against DCHA may notify DCHA either orally or in writing.

6102.18 DCHA will advise the family of their right to file a VAWA complaint with FHEO. DCHA will inform the family that not later than one (1) year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO's online complaint form via mail, email, or telephone.

6102.19 DCHA will attempt to remedy complaints made against DCHA and will conduct an investigation into all allegations of discrimination.

6102.20 DCHA will keep a record of all complaints, investigations, notices, and corrective actions. (See discussion of VAWA policy in Section 8107).

6103 POLICIES RELATED TO PERSONS WITH DISABILITIES

6103.1 [RESERVED]

6103.2 DCHA shall ensure that persons with disabilities have full access to DCHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program in accordance with 24 CFR Part 8.

6103.3 DCHA shall provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy in accordance with 24 CFR § 966.7(b).

6103.4 DCHA shall ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by DCHA, by including the following language:

(a) "If you or anyone in your family is a person with disabilities, and you require a specific accommodation to fully utilize our programs and services, please contact DCHA."

(b) A specific position and phone number shall be provided as the contact person for requests for accommodation for persons with disabilities.

6103.5 DCHA shall display posters and other housing information and signage in locations throughout DCHA's office locations and developments in such a manner as to be easily readable from a wheelchair.

6103.6 DCHA shall offer reasonable accommodations to policies and procedures to all applicants in accordance with applicable law and DCHA policies under Chapter 74.

6103.7 A "reasonable accommodation" is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. For purposes of this ACOP, reasonable accommodation includes reasonable modifications, which are structural modifications to units or buildings when necessary for a person with a disability full enjoyment of the premises.

6103.8 DCHA shall consider a request for accommodations reasonable if it does not create an "undue financial and administrative burden" for DCHA, or result in a "fundamental alteration" in the nature of the program or service offered, or unless DCHA can accommodate an individual's need through other means identified through an interactive discussion with the individual requesting the accommodation. A "fundamental alteration" is a modification that alters the essential nature of a provider's operations or program.

6103.9 When it is reasonable, DCHA shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

(a) Permitting applications and reexaminations to be completed by mail, portal, website, and email;

(b) Providing "large-print" forms;

(c) Conducting home visits;

(d) Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability;

(e) Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability;

(f) Installing a ramp into a dwelling or building;

(g) Installing grab bars in a bathroom;

(h) Installing visual fire alarms for hearing impaired persons;

(i) Allowing a DCHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the financial support of the person with disabilities, and would

not be otherwise living in the unit;

(j) Providing a designated handicapped-accessible parking space;

(k) Allowing an assistance animal;

(l) Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with DCHA staff; and

(m) Displaying posters and other housing information in locations throughout DCHA's office locations and developments in such a manner as to be easily readable from a wheelchair.

6103.10 If an applicant or tenant indicates that an exception, change, or adjustment to a rule, policy, practice, building structure, or service is needed because of a disability, DCHA shall treat the information as a request for a reasonable accommodation, even if no formal request is made.

6103.11 The family must explain what type of accommodation is needed to provide the person with the disability full access to DCHA's programs and services.

6103.12 If the need for the accommodation is not readily apparent or known to DCHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

6103.13 DCHA shall encourage the family to make its request in writing using a reasonable accommodation request form and submit to the ADA/504 Office for review. The request for accommodation can be made at any time, whether during intake, admissions, tenancy, or participation. However, DCHA shall consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

6103.14 For purposes of reasonable accommodations, the definition of a person with disabilities is means a person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) ***Physical or mental impairment*** includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) 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.

(b) ***Major life activities*** means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) ***Has a record of such an impairment*** means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) ***Is regarded as having an impairment*** means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

(3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

6103.15 Before providing an accommodation, DCHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to DCHA's programs and services.

6103.16 If a person's disability is obvious or otherwise known to DCHA, and if the need for the requested accommodation is also readily apparent or known, no further verification shall be required.

6103.17 If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to DCHA, DCHA must verify that the person meets

the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

6103.18 DCHA shall treat all information related to a person's disability in accordance with the confidentiality policies provided in Chapter 81 (Program Administration). The following requirements apply when verifying a disability or the nexus between the disability and the requested accommodation:

(a) Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. The individual may be able to provide third-party verification of a disability, in the form of documentation such a proof of receipt of Supplemental Security Income or Social Security Disability Insurance benefits, or via a credible statement by the individual. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability or the nexus between the disability and the requested accommodation;

(b) DCHA must request only information that is necessary to evaluate the disability-related need for the accommodation. DCHA may not inquire about the nature or extent of any disability;

(c) Medical records shall not be accepted or retained in the participant file; and

(d) In the event that DCHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, DCHA shall dispose of it. In place of the information, DCHA shall note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information.

6103.19 DCHA must approve a request for an accommodation if the following three (3) conditions are met:

(a) The request was made by or on behalf of a person with a disability;

(b) There is a disability-related need for the accommodation; and

(c) The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on DCHA, or fundamentally alter the nature of DCHA's operations.

6103.20 Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the overall size of DCHA's

program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

6103.21 Before making a determination whether to approve the request, DCHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that DCHA may verify the need for the requested accommodation if that need is not apparent or otherwise credibly documented by the individual.

6103.22 DCHA's Reasonable Accommodation Process is as follows:

(a) After a request for an accommodation is presented, DCHA shall respond timely in writing.

(b) If DCHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice shall inform the family of the right to appeal DCHA's decision through an informal hearing (if applicable) or the grievance process.

(c) If DCHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of DCHA's operations), DCHA shall discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

(d) If DCHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, DCHA shall notify the family, in writing, of its determination timely. The notice shall inform the family of the right to appeal DCHA's decision through an informal hearing (if applicable) or the grievance process.

6103.23 DCHA shall take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to DCHA's programs and services in accordance with 24 CFR Part 8.6.

6103.24 At the initial point of contact with each applicant, DCHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

6103.25 To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication shall be available.

6103.26 To meet the needs of persons with vision impairments, large-print and audio versions of key program documents shall be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with DCHA staff, one-on-one assistance shall be provided upon request.

6103.27 Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third-party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

6103.28 DCHA must comply with a variety of laws and requirements pertaining to physical accessibility, including the following:

(a) Notice PIH 2010-26;

(b) Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8);

(c) The Americans with Disabilities Act of 1990 (28 CFR Part 35);

(d) The Architectural Barriers Act of 1968 (24 CFR § 570.614); and

(e) The Fair Housing Amendments Act of 1988 (24 CFR Part 100).

6103.29 [RESERVED]

6103.30 The design, construction, or alteration of DCHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS) or other applicable accessibility standard.

6103.31 Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.

6103.32 DCHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation in accordance with 24 CFR § 966.7.

6103.33 When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing consistent with 24 CFR § 960.208(a).

6103.34 When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with DCHA's grievance process.

6103.35 When reviewing reasonable accommodation requests, DCHA must consider whether reasonable accommodation will allow the family to overcome the problem that led to DCHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, DCHA must make the accommodation.

6103.36 DCHA shall provide reasonable accommodation for persons with disabilities to participate in the hearing process.

6104 IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

6104.1 LEP can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This § 6104 incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007, in the Federal Register.

6104.2 DCHA shall take affirmative steps to communicate with people who need services or information in a language other than English. These persons shall be referred to as "Persons with LEP."

6104.3 Persons with LEP are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this ACOP, Persons with LEP are public housing applicants and resident families, and parents and family members of applicants and resident families.

6104.4 In order to determine the level of access needed by Persons with LEP, DCHA shall balance the following four (4) factors:

(a) The number or proportion of Persons with LEP eligible to be served or likely to be encountered by the public housing program;

(b) The frequency with which Persons with LEP come into contact with the program;

(c) The nature and importance of the program, activity, or service provided by the program to people's lives; and

(d) The resources available to DCHA and costs.

Balancing these four (4) factors ensures meaningful access by Persons with LEP to critical services while not imposing undue burdens on DCHA.

6104.5 DCHA shall offer competent interpretation services free of charge, upon request, to the Persons with LEP.

6104.6 DCHA shall follow its Language Access Plan (LAP), which includes the following:

(a) DCHA shall utilize a language line for telephone interpreter services.

(b) When exercising the option to conduct remote hearings, however, DCHA shall coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation.

(c) Where Persons with LEP desire, they shall be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by DCHA. DCHA, at its discretion, may choose to use the language services even when Persons with LEP desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, DCHA shall not rely on the minor to serve as the interpreter.

(d) DCHA shall analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits. Where feasible and possible, according to its LAP, DCHA shall train and hire bilingual staff to be available to act as interpreters and translators, shall pool resources with other PHAs, and shall standardize documents. Per the Council of the District of Columbia's Language Access Act of 2004 (DCMR 4-1210.1), DCHA shall take reasonable steps to screen self-identified bilingual staff members who request to be placed on the list of language facilitators. Based on this list of available staff language facilitators and both the established and anticipated demand for language access services, the agency shall determine its existing capacity for assisting Persons with LEP and Non-English Proficiency (NEP) customers. To the extent that it requires additional capacity for providing interpretation services, DCHA must give preference to qualified bilingual individuals when hiring for existing budgeted vacant public contact positions.

6104.7 "Translation" is the replacement of a written text from one language into an equivalent written text in another language.

6104.8 To comply with written-translation obligations, DCHA shall take the following steps:

(a) DCHA shall provide written translations of vital documents for each eligible LEP language group that constitutes three percent (3%) or five hundred (500) persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered.

(b) Translation of other documents, if needed, can be provided orally.

6104.9 After completing the four-factor analysis in § 6104.4 and deciding what language assistance services are appropriate, DCHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

6104.10 If DCHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by Persons with LEP to DCHA's public housing program and services.

6104.11 [RESERVED]

6104.12 Any person or organization may file a public complaint alleging a violation of the Language Access Act. The D.C. Office of Human Rights addresses these complaints, which may regard both individual and systemic noncompliance. A Customer may file the complaint directly, but a person or organization with an interest in the Customer's welfare may also file a complaint on the Customer's behalf. Members shall in no way retaliate against complainants or their representatives, and shall provide these persons or organizations with the same level of service that other applicants receive.

6104.13 For the purpose of § 6104.12, "Customer" shall mean an individual who may attempt to benefit from or receive services that DCHA provides.

6104.14 For the purpose of § 6104.12, "Members" shall mean all agency employers, as well as volunteers, grantees, contractors, and affiliates providing direct-services to the public on behalf of DCHA.

6104.15 Should a customer wishing to file a language access complaint contact DCHA, members shall report the incident to the Language Access Coordinator, and provide the customer with the following resources:

(a) The Office of Human Rights Language Access Complaint Form;

(b) The URL for the online Office of Human Rights Language Access Complaint Form (http://ohr.dc.gov/webform/language-access-public-complaint-form); or

(c) The Office of Human Rights phone number (202-727-4559).

Chapter 62, LOW RENT HOUSING: RENT AND LEASE, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 62 ELIGIBILITY

6200 INTRODUCTION

6200.1 DCHA is responsible for ensuring that every individual and family admitted to the public housing program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by DCHA to confirm eligibility and determine the level of the family's assistance.

6200.2 To be eligible for the DCHA public housing program, an applicant family shall:

(a) Qualify as a family as defined by DCHA;

(b) Have income at or below HUD-specified income limits;

(c) Qualify on the basis of citizenship or the eligible immigrant status of family members;

(d) Provide social security number information for household members as required;

(e) Consent to DCHA's collection and use of family information as provided for in DCHA-provided consent forms;

(f) Not currently be receiving a duplicative subsidy (that is, they cannot have two or more housing assistance subsidies at once);

Example: If a family has a Housing Choice Voucher, they cannot use it to rent a public housing unit. To be eligible for public housing, the family would have to give up their voucher.

(g) DCHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or DCHA.

6200.3 This 6200 contains three (3) sections:

(a) Definitions of Family and Household Members. Section 6201 contains definitions of family and household members and explains initial and ongoing eligibility issues related to these members;

(b) Basic Eligibility Criteria. Section 6202 discusses income eligibility, and

rules regarding citizenship, social security numbers, and family consent; and

(c) Denial of Admission. Section 6203 covers factors related to an applicant's past or current conduct that can cause DCHA to deny admission.

6201 DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

6201.1 Section 6201 provides information needed to correctly identify family and household members and explains eligibility rules.

6201.2 The terms "family" and "household" have different meanings in the public housing program.

6201.3 To be eligible for admission, an applicant must qualify as a family.

6201.4 In § 6201.3, "Family" includes, but is not limited to, the following:

(a) Regardless of actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; an otherwise eligible youth who has attained at least eighteen (18) years of age and not more than twenty-four (24) years of age and who has left foster care, or will leave foster care within ninety (90) days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age sixteen (16) or older; or

(b) A group of persons residing together. Such group includes, but is not limited to, a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family.

6201.5 DCHA shall also adhere the definition of a "family" per the District of Columbia Human Rights Act, which defines "family" as the pairing of the following members of a household listed below:

(a) Domestic partner; or

(b) A dependent child of a domestic partner, which shall include, for the purposes of this section, an unmarried person under twenty-two (22) years of age, an unmarried person under twenty-five (25) years of age who is a full-time student, or an unmarried person regardless of age who is incapable of self-support because of a mental or physical disability that existed before age twenty-two (22). A dependent child of a domestic

partner shall include a natural child, adopted child, stepchild, foster child, or child in the legal custody of a domestic partner.

6201.6 For § 6201.4, "Gender Identity" means actual or perceived gender characteristics.

6201.7 For § 6201.4, "Sexual Orientation" means homosexuality, heterosexuality, or bisexuality orientation.

6201.8 A family also includes two (2) or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

6201.9 Each family must identify the individuals to be included in the family at the time of application and must update this information if the family's composition changes.

6201.10 [RESERVED].

6201.11 "Committed relationship" means: a familial relationship between two (2)individuals characterized by mutual caring and the sharing of a mutual residence.

6201.12 With respect to an individual's status as a family member of a victim of domestic violence, sexual abuse, and/or stalking, the following household members are recognized:

(a) A spouse, including the person identified by an individual as his or her domestic partner, as defined in D.C. Code, § 32-701(3);

(b) The parents of a spouse;

(c) Children (including foster children and grandchildren);

(d) The spouses of children;

(e) Parents;

(f) Brothers and sisters;

(g) The spouses of brothers and sisters;

(h) A child who lives with an individual and for whom the individual permanently assumes and discharges parental responsibility; and

(i) A person with whom the individual shares or has shared, for not less than the preceding twelve (12) months, a mutual residence and with whom the individual maintains a committed relationship, as defined in D.C. Code,

§ 32-701(1).

6201.13 "Household" is a broader term that includes additional people who, with DCHA's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

6201.14 Except under the following conditions, DCHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

(a) If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, and/or stalking, DCHA must ensure that the victim retains assistance; and

(b) If a court determines the disposition of property between members of the assisted family, DCHA is bound by the court's determination of which family members continue to receive assistance.

6201.15 When a family on the waiting list breaks up into two (2) otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

6201.16 If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit.

6201.17 If a court determines the disposition of property between members of an applicant or resident family, DCHA shall abide by the court's determination.

6201.18 In the absence of a judicial decision, or a signed agreement among the original family members, DCHA shall determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, DCHA shall take into consideration the following factors:

(a) The interest of any minor children, including custody arrangements;

(b) The interest of any ill, elderly, or disabled family members;

(c) The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, and/or stalking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides documentation in accordance with DCHA's ACOP; and

(d) Any possible risks to family members as a result of criminal activity.

6201.19 Family includes the "remaining member of a tenant family," which is a member of a resident family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

6201.20 "Head of household" means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

6201.21 The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

6201.22 A family may have a spouse or co-head, but not both.

6201.23 "Spouse" means the marriage partner of the head of household.

6201.24 A "marriage partner" includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

6201.25 A "co-head" is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

6201.26 Minors who are emancipated under state law may be designated as a cohead.

6201.27 "Other adult" means a family member, other than the head, spouse, or co- head, who is eighteen (18) years of age or older. Foster adults and live-in aides are not considered other adults.

6201.28 A "dependent*"* is a family member who is under eighteen (18) years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children, foster adults and live-in aides.

6201.29 Dependents that are subject to a joint custody arrangement are considered a member of the family if they live with the applicant or resident family fifty percent (50%) or more of the time.

6201.30 When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the

dependents. If there is a dispute about which family should claim them, DCHA makes the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation.

6201.31 A "full-time student (FTS)" is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to determine if attendance is full-time is defined by the educational institution.

6201.32 Identifying each FTS is important because:

(a) Each family member that is an FTS, other than the head, spouse, or co- head, qualifies the family for a dependent deduction, and

(b) The income of such an FTS is treated differently from the income of other family members.

6201.33 Under DCHA's approved MTW policy, an "elderly person" is a person who is at least fifty-five (55) years of age.

6201.34 A "near-elderly person" is a person who is fifty to fifty-four (50-54) years of age.

6201.35 An "elderly family" is one in which the head, spouse, co-head, or sole member is an elderly person.

6201.36 Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or co-head is a person with disabilities.

6201.37 DCHA must make all aspects of the public housing program accessible to persons with disabilities and consider requests for reasonable accommodations when a person's disability limits their full access to the unit, the program, or the DCHA's services.

6201.38 A "disabled family" is one in which the head, spouse, or co-head is a person with disabilities.

6201.39 DCHA may deny admission or taking action under the lease for reasons related to alcohol and drug abuse in accordance with the policies found in § 6203 and in Chapter 78.

6201.40 A "guest" is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

6201.41 The lease must provide that the tenant has the right to exclusive use and occupancy

of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near DCHA's premises.

6201.42 A resident family must notify DCHA when overnight guests will be staying in the unit for more than three (3) days. A guest can remain in the unit no longer than ten (10) consecutive days or a total of thirty (30) cumulative calendar days during any twelve (12) month period.

6201.43 A family may request an exception to the DCHA policy in 6201.42 for valid reasons (such as care of a relative recovering from a medical procedure expected to last twenty (20) consecutive days). An exception shall not be made unless the family can identify and provide documentation of the residence to which the guest will return.

6201.44 Children who are subject to a joint custody arrangement or for whom a family has written visitation privileges, that are not included as a family member because they live outside of the public housing unit more than fifty percent (50%) of the time, are not subject to the time limitations of guests as described above.

6201.45 Former residents who have been evicted are not permitted as overnight guests.

6201.46 Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes are considered unauthorized occupants; and

6201.47 Guests who remain in the unit beyond the allowable time limit are unauthorized occupants, and their presence constitutes a violation of the lease.

6201.48 A "foster adult" is a member of the household who is eighteen (18) years of age or older and meets the definition of a foster adult under state law. In general, a foster adult is a person who is eighteen (18) years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

6201.49 A "foster child" is a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

6201.50 Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members.

6201.51 The income of foster children and foster adults is not counted in family annual income and foster children and foster adults do not qualify for a dependent deduction.

6201.52 A foster child or foster adult may be allowed to reside in the unit if their presence would not overcrowd the unit.

6201.53 Individuals may be temporarily or permanently absent from the unit for a variety of reasons including educational activities, placement in foster care, employment, and illness.

6201.54 An individual who is, or is expected to be, absent from the public housing unit for one hundred eighty (180) consecutive days or less is considered temporarily absent and continues to be considered a family member.

6201.55 An individual who is or is expected to be absent from the public housing unit for more than one hundred eighty (180) consecutive days is considered permanently absent and no longer a family member. However, please note exceptions in §§ 6201.56-61.

6201.56 When someone who has been considered a family member attends school away from home, the person continues to be considered a family member unless DCHA is made aware that the student has established a separate household (including when another PHA contacts DCHA to inform them that an assisted family is requesting to add the student to their household or the PHA is reviewing the eligibility of family for assistance in their jurisdiction and the family includes the student), or the family reports that the student has left the household, consistent with § 6803.14.

6201.57 Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

6201.58 If a child has been placed in foster care, DCHA shall verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child is counted as a family member.

6201.59 An employed head, spouse, or co-head absent from the unit more than sixty (60) consecutive days due to employment continues to be considered a family member.

6201.60 An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

6201.61 If there is a medical question about the status of a Family member discussed in §6201.60, DCHA shall request verification from a responsible medical professional and shall use this determination. If the responsible medical professional cannot

provide a determination, the person generally is considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

6201.62 The family must request DCHA approval for the return of any adult family members that DCHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this § 6200.

6201.63 "Live-in aide" means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

(a) Is determined to be essential to the care and well-being of the person(s),

(b) Is not obligated for the support of the person(s); and

(c) Would not be living in the unit except to provide the necessary supportive services.

6201.64 DCHA must approve a live-in aide if needed as a reasonable accommodation for a person with disabilities in accordance with 24 CFR Part 8.

6201.65 A live-in aide is considered a household member but not a family member.

6201.66 The income of the live-in aide is not counted in determining the annual income of the family.

6201.67 Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

6201.68 A family's request for a live-in aide may be made either orally or in writing.

6201.69 DCHA shall verify the need for a live-in aide, if necessary, with a reliable, knowledgeable professional as provided by the family, such as a doctor, social worker, or case worker.

6201.70 For continued approval of the live-in aide, the family may be required to submit a new, written request—subject to DCHA verification at each reexamination.

6201.71 The family and live-in aide are required to submit a certification stating that the live-in aide is:

(a) Not obligated for the support of the person(s) needing the care; and

(b) Would not be living in the unit except to provide the necessary supportive

services.

6201.72 Live-in aides are subject to the same screening requirements as any other adult included in or added to a household, with the exception that they are not subject to income eligibility. DCHA has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if:

(a) The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

(b) The person has a history of drug-related criminal activity or violent criminal activity; or

(c) The person currently owes rent or other amounts to DCHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

6201.73 Within twenty (20) business days of receiving a request for a live-in aide, including all required documentation related to the request, DCHA shall notify the family of its decision in writing.

6202 BASIC ELIGIBILITY CRITERIA

6202.1 "Low-income family" is a family whose annual income does not exceed eighty percent (80%) of the median income for the area, adjusted for family size.

6202.2 "Very low-income family" is a family whose annual income does not exceed fifty percent (50%) of the median income for the area, adjusted for family size.

6202.3 "Extremely low-income family" is a family whose annual income does not exceed the federal poverty level or thirty percent (30%) of the median income for the area, whichever number is higher.

6202.4 To be income-eligible, a family must be a low-income family.

6202.5 At least forty percent (40%) of the families admitted from the DCHA waiting list to the public housing program during DCHA's fiscal year must be extremely low-income families. This is called the "basic targeting requirement."

6202.6 If admissions of extremely low-income families to DCHA's housing choice voucher program during DCHA's fiscal year exceeds the seventy-five percent (75%) minimum targeting requirement for that program, such excess shall be credited against DCHA's public housing basic targeting requirement for the same fiscal year.

6202.7 DCHA's fiscal year credit for housing choice voucher program admissions that exceed the minimum voucher program targeting requirement must not exceed the lower of:

(a) Ten percent (10%) of public housing waiting list admissions during the DCHA fiscal year;

(b) Ten percent (10%) of waiting list admission to DCHA's housing choice voucher program during the DCHA fiscal year; and

(c) The number of qualifying low-income families who commence occupancy during the fiscal year of public housing units located in census tracts with a poverty rate of thirty percent (30%) or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

6202.8 Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

6202.9 All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with DCHA's Language Access Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

6202.10 Each family member shall declare whether the individual is a citizen, a national, or an eligible noncitizen (Declaration of Section 214 Status), except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member eighteen (18) or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status. No declaration is required for live-in aides, foster children, or foster adults.

6202.11 Family members who declare citizenship or national status are not required to provide additional documentation unless DCHA receives information indicating that an individual's declaration may not be accurate.

6202.12 In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with DCHA efforts to verify their immigration status as described in Chapter 66.

6202.13 Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family member listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status.

6202.14 DCHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

6202.15 Providing housing assistance to noncitizen students is prohibited. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

6202.16 Families that include eligible and ineligible individuals are considered "mixed families." Such families shall be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination.

6202.17 DCHA shall not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen;

(a) When DCHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family shall be sent a written notice within twenty (20) business days of the determination; and

(b) The notice shall explain the reasons for the denial of assistance and shall advise the family of its right to request an appeal to the USCIS, or to request a grievance hearing with DCHA. The grievance hearing with DCHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the grievance hearing process.

6202.18 For new occupants joining the resident family, DCHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

6202.19 If an individual qualifies for a time extension for the submission of required documents, DCHA must grant such an extension for no more than thirty (30) days.

6202.20 Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

6202.21 DCHA shall verify the status of applicants at the time other eligibility factors are determined.

6202.22 The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

6202.23 If a child under age six (6) has been added to an applicant family within the six (6) months prior to program admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within ninety (90) days of admission.

6202.24 Each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD, or the SSA, determined was invalid, or has been issued a new SSN, must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or regular reexamination or recertification.

6202.25 Participants age sixty-two (62) or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from the requirement in § 6202.24 and remain exempt even if they move to a new assisted unit.

6202.26 DCHA must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR § 5.216.

6202.27 Each adult family member, and the head of household, spouse, or co-head, regardless of age, shall sign form HUD-9886-A, Authorization for the Release of Information/Privacy Act Notice, the form HUD-52675, Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

6202.28 DCHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow DCHA to obtain information that DCHA has determined is necessary in administration of the public housing program. Revocation of consent to the form HUD-9886-A by any family member will result in termination or denial of admission.

6202.29 Prior to admission to the program, DCHA must search for all household members using the EIV Existing Tenant Search module. DCHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. DCHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance (that is, they cannot have two or more housing subsidies at once).

(a) Example: A family member cannot live in two assisted units. If EIV shows a person already lives in another public housing or HCV household, they must be removed from that household before they can be approved to lease up in DHCA's public housing unit.

6202.30 If the tenant is a new admission to DCHA, and a match is identified at a multifamily property, DCHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable.

6202.31 DCHA shall contact the PHA, or owner identified in the report, to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. DCHA shall only approve assistance contingent upon the move-out from the currently occupied assisted unit.

6202.32 All adult household members must sign the form HUD-52675, Debts Owed to Public Housing and Terminations module. Prior to admission to the program, DCHA must search for each adult family member in the Debts Owed to PHAs and Terminations module.

6202.33 If a current or former tenant disputes the information in the EIV Existing Tenant Search module or Former Tenant Search/Debts Owed to PHAs & Terminations module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If DCHA determines that the disputed information is incorrect, DCHA will update or delete the record from the EIV Existing Tenant Search or Former Tenant Search/Debts Owed to PHAs & Terminations module. Former tenants may dispute debt and termination information for a period of up to three (3) years from the end of participation date in the program.

6202.34 DCHA shall require each adult household member to sign the form HUD-52675 (Debts Owed to Public Housing Agencies (PHAs) and Terminations form) once at the eligibility determination. Any new members added to the household after admission are required to sign the form HUD-52675 prior to being added to the household.

6202.35 DCHA shall search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, DCHA shall determine if this information warrants a denial in accordance with the policies in § 6203 of this chapter.

6202.36 For each new admission, DCHA is required to review the EIV Income and IVT Reports to confirm and validate family reported income within one hundred twenty (120) days of the IMS/PIC submission date of the new admission. DCHA must print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within sixty (60) days of the EIV Income or IVT report dates.

6203 DENIAL OF ADMISSION

6203.1 A family that does not meet the eligibility criteria discussed in §§ 6201 and 6202 must be denied admission.

6203.2 This Section covers the following topics:

(a) Required denial of admission;

(b) Other permitted reasons for denial of admission;

(c) Screening;

(d) Criteria for deciding to deny admission;

(e) Prohibition against denial of admission to victims of domestic violence, dating violence, sexual assault, and/or stalking; and

(f) Notice of eligibility or denial.

6203.3 DCHA shall deny assistance in the following cases:

(a) Any member of the household has been evicted from federally assisted housing in the last five (5) years for drug-related criminal activity; provided, however, DCHA may admit an otherwise-eligible family who was evicted from federally assisted housing within the past five (5) years for drug-related criminal activity, if DCHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by DCHA, or the person who committed the crime is no longer living in the household;

(b) DCHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

(1) "Drug" means a controlled substance as defined in § 102 of the Controlled Substances Act;

(2) "Currently use" means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member during the previous three (3) months;

(3) In determining "reasonable cause," DCHA considers all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A record or records of arrest shall not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity. DCHA also considers evidence from treatment providers or community-based organizations providing services to household members;

(c) Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing; and

(d) Any household member is subject to a lifetime registration requirement under a state lifetime sex offender registration program.

6203.4 If any household member is currently engaged in or has engaged in any of the following criminal activities within the past five (5) years, the family shall be denied admission:

(a) "Drug-related criminal activity," is the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug;

(b) "Violent criminal activity" is any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage;

(c) Criminal activity that may threaten the health, safety, or welfare of other tenants;

(d) Criminal activity that may threaten the health or safety of DCHA staff, contractors, subcontractors, or agents;

(e) Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse;

(f) Evidence of such criminal activity includes, but is not limited to:

(1) Any record of convictions, arrests, or evictions for suspected drug-

related or violent criminal activity of household members within the past five (5) years; and

(2) A record, or records of arrest, shall not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity.

(g) In making its decision to deny assistance, DCHA considers the factors discussed in § 6203.10-19. Upon consideration of such factors, DCHA may, on a case-by-case basis, decide not to deny assistance.

6203.5 DCHA shall deny admission to an applicant family if DCHA determines that the family:

(a) Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past three (3) years;

(b) Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past three (3) years which may adversely affect the health, safety, or welfare of other tenants;

(c) Misrepresented or does not provide complete information related to eligibility, including income, expenses, family composition or rent;

(d) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three (3) years;

(e) Owes rent or other amounts to this or any other PHA in connection with any assisted housing program including, but not limited to, Section 8, public housing, or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being selected from the waiting list;

(f) When denying admission due to family debts as shown in HUD's EIV system, DCHA shall provide the family with a copy of the EIV Debt Owed to PHA and Termination report;

(g) If the family wishes to dispute the information in the report, the family must contact DCHA that entered the information in EIV in writing, explaining why EIV information is disputed. The family must also provide a copy of the letter and all applicable verification to DCHA to support the family's claim. DCHA considers the information provided by the family prior to issuing a notice of denial;

(h) Has engaged in or threatened violent or abusive behavior toward DCHA personnel;

(1) "Abusive or violent behavior towards DCHA personnel" includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

(2) "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

(i) In making its decision to deny admission, DCHA shall consider the factors discussed in § 6203.13. Upon consideration of such factors, DCHA may, on a case-by-case basis, decide not to deny admission; and

(j) DCHA shall consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

6203.6 DCHA performs criminal background checks through local and national law enforcement for all adult household members.

6203.7 DCHA may not pass along to the applicant the costs of a criminal records check.

6203.8 DCHA uses the Dru Sjodin National Sex Offender database to screen applicants for admission.

6203.9 DCHA shall obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when DCHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program. "Currently engaged in" is defined as any use of illegal drugs during the previous three (3) months.

6203.10 DCHA considers the family's history with respect to the following factors:

(a) Payment of rent and utilities;

(b) Caring for a unit and premises;

(c) Respecting the rights of other residents to the peaceful enjoyment of their housing;

(d) Criminal activity that is a threat to the health, safety, or property of others;

(e) Behavior of all household members as related to the grounds for denial as detailed in §§ 6203.3-5; and

(f) Compliance with any other essential conditions of tenancy.

6203.11 To determine the suitability of applicants DCHA may examine applicant history for the past three (3) years. Such background checks include:

(a) PHA and landlord references for the past three (3) years, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether the PHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords may be asked if they would rent to the applicant family again;

(b) Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit, and whether the applicant can get utilities turned on in their name (use of this inquiry may be reserved for applicants applying for units where there are tenant-paid utilities);

(c) If an applicant has no rental payment history, DCHA may check court records of eviction actions and other financial judgments, and credit reports. A lack of credit history will not disqualify someone from becoming a public housing resident, but a poor credit rating may;

(d) Applicants with no rental payment history are also asked to provide DCHA with personal references. The references may be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant may also be required to complete a checklist documenting their ability to meet financial obligations;

(e) If previous landlords or the utility company do not respond to requests from DCHA, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g., rent receipts, cancelled checks, etc.);

(f) PHA and landlord references for the past three (3) years, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances;

(g) Police and court records within the past three (3) years are used to check for any evidence of disturbance of neighbors or destruction of property that

might have resulted in arrest or conviction. A record or records of arrest are not used as the sole basis for the denial or proof that the applicant engaged in disqualifying activity;

(h) A personal reference is requested to complete a verification of the applicant's ability to care for the unit and avoid disturbing neighbors if no other documentation is available. In these cases, the applicant is also required to complete a checklist documenting their ability to care for the unit and to avoid disturbing neighbors; and

(i) Home visits may be used to determine the applicant's ability to care for the unit.

6203.12 DCHA uses the preponderance of the evidence as the standard for making all admission decisions. "Preponderance of the evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

6203.13 DCHA will consider the following facts and circumstances prior to making its decision:

(a) The seriousness of the case, especially with respect to how it would affect other residents' safety or property;

(b) The effects that denial of admission may have on other members of the family who were not involved in the action or failure to act;

(c) The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, and/or stalking;

(d) The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future;

(e) While a record or records of arrest are not used as the sole basis for denial, an arrest may trigger an investigation to determine whether the applicant engaged in disqualifying criminal activity. As part of its investigation, DCHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. DCHA may also consider:

(1) Any statements made by witnesses, or the applicant not included in the police report;

(2) Whether criminal charges were filed;

(3) Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal;

(4) Any other evidence relevant to determining whether the applicant engaged in disqualifying activity;

(5) Evidence of criminal conduct is considered if it indicates a demonstrable risk to safety and/or property;

(6) Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs; and

(7) In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. DCHA requires the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

6203.14 As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member is not permitted to visit or to stay as a guest in the public housing unit.

6203.15 If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, DCHA shall determine whether the behavior is related to the disability. If so, upon the family's request, DCHA shall determine whether alternative measures are appropriate as a reasonable accommodation. DCHA only considers accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission.

6203.16 DCHA acknowledges that a victim of domestic violence, dating violence, sexual assault, and/or stalking may have an unfavorable history (such as a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under DCHA's policies;

6203.17 While DCHA is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault,

and/or stalking, the applicant may inform DCHA that their status as a victim is directly related to the grounds for the denial. DCHA shall request that the applicant provide enough information to DCHA to allow DCHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim; and

6203.18 DCHA shall include in its notice of denial information about the protection against denial provided by VAWA, a notice of VAWA rights, and a copy of the form HUD-5382. DCHA shall request in writing that an applicant wishing to claim this protection notify the PHA within fourteen (14) business days.

6203.19 If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, and/or stalking, DCHA shall request in writing that the applicant provide documentation supporting the claim in accordance with ACOP.

6203.20 If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

(a) A signed statement: requesting that the perpetrator be removed from the application and certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit; and

(b) Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to their belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

6203.21 If, based on a criminal record or sex offender registration information, an applicant family appears to be ineligible, DCHA shall notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record.

6203.22 The family shall be given ten (10) business days to dispute the accuracy and relevance of the information.

6203.23 If the family does not contact DCHA to dispute the information within that ten (10) day period, DCHA shall proceed with issuing the notice of denial of admission.

6203.24 A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter shall still be given the opportunity to do so as part of the informal hearing process.

6203.25 Notice requirements related to denying admission to noncitizens are contained in §§ 6203.3-5.

6203.26 Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault, and/or stalking are contained in § 6203.18.

Chapter 63, LOW RENT HOUSING: GRIEVANCE PROCEDURES, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 63 APPLICATIONS, WAITING LIST, AND TENANT SELECTION

6300 INTRODUCTION

6300.1 When a family wishes to reside in public housing, the family must submit an application. When a unit becomes available, DCHA will select families from the waiting list in accordance with DCHA policies as stated in this chapter.

6300.2 [RESERVED]

6300.3 [RESERVED]

6300.4 This chapter describes DCHA policies for accepting applications, managing the waiting list and selecting families from the waiting list. DCHA's policies for assigning unit size and making unit offers are contained in Chapter 64.

6300.5 The policies outlined in this chapter are organized into three (3) sections, as follows:

(a) The Application Process. Section 6301 provides an overview of the application process and discusses how applicants can obtain and submit applications. It also specifies how DCHA will handle the applications it receives;

(b) Managing the Waiting List. Section 6302 presents the policies that govern how DCHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for public housing. It also discusses the process DCHA will use to keep waiting lists current; and

(c) Tenant Selection. Section 6303 describes the policies DCHA will follow in selecting families from the applicable waiting list as units become available. It also specifies how interviews will be used to ensure that DCHA has the information needed to make a final eligibility determination.

6301 THE APPLICATION PROCESS

6301.1 Section 6301 describes the DCHA policies to distribute and make applications available (electronically and otherwise) and accept applications. Section 6301 also describes DCHA's obligation to ensure the accessibility of the application process.

6301.2 Any family that wishes to reside in public housing must apply for admission to the public housing program. DCHA will include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of DCHA's application.

6301.3 DCHA shall use a two-step application process;

(a) Under the two-step application process, DCHA initially shall require families to provide only the information needed to determine the family's placement on the waiting list (as listed in 6302.1). As described in 6302, DCHA will maintain site-based waiting lists (SBWL) and thus will require that, at application, families select up to five (5) sites/properties where they would like to be added to the waiting list;

(b) Families may request assistance in completing their application from DCHA. Upon request, DCHA may provide this assistance in-person or by phone;

(c) Completed applications must be returned to DCHA by portal (available on DCHA's website). Upon request, DCHA may permit an applicant to submit their application in person at DCHA's office.; and

(d) Applications must be filled out completely in order to be accepted by DCHA for processing.

6301.4 DCHA will take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the standard application process as noted in § 6301.3(b).

6301.5 DCHA will provide reasonable accommodation as needed for persons with disabilities to make the application process fully accessible. The application process will be fully accessible. Chapter 61 provides DCHA's policies related to providing reasonable accommodations for people with disabilities and to advertise widely to diverse communities.

6301.6 Chapter 61 provides DCHA's policies related to ensuring access to people with LEP. The application process will comply with the requirements set forth in Chapter 61 and in DCHA's LAP.

6301.7 [RESERVED]

6301.8 No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

6301.9 DCHA uses a pre-application to place families on the site-based waiting list(s) for the sites/properties that the family has selected. A pre-application is a short form application used to gather only the information necessary to place the applicant on the appropriate waiting list.

6301.10 DCHA shall send written notification via email acknowledging receipt of the application. Applicants shall be placed on a site-based waiting list.

6301.11 If a site-based waiting list is opened for a finite period, DCHA will use a random selection method to select and place applicants on the waiting list; DCHA may limit the number of applicants selected to be placed on the waiting list if the number of applications received exceeds the number of anticipated vacancies. If a site-based waiting list is continuously open, applicants will be placed on the waiting list according to the date and time they submitted their application.

6301.12 DCHA shall assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards.

6301.13 Families may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (if the unit is not overcrowded according to DCHA standards and local codes). However, in these cases, the family must agree not to request a transfer for two (2) years after admission, unless they have a change in family size or composition.

6301.14 Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, DCHA shall determine eligibility and suitability for admission to the program.

6302 MANAGING THE WAITING LIST

6302.1 The waiting list shall contain the following information for each applicant listed:

(a) Name and social security number of head of household;

(b) Unit size required (number of family members);

(c) Amount and source of annual income;

(d) Accessibility requirement, if any;

(e) Date and time of application or application number;

(f) Waiting list position;

(g) Household type (family, elderly, disabled);

(h) Race and ethnicity of the head of household;

(i) The specific site(s) or properties selected; and

(j) Preferred language.

6302.2 DCHA has obtained HUD approval and will establish site-based waiting lists. DCHA will maintain a site-based waiting list for each Public Housing site or property in the agency inventory. Site-based waiting lists allow families to select up to five (5) sites/properties where they wish to reside and will be consistent with all applicable civil rights and fair housing laws and regulations.

6302.3 As of the effective date of the ACOP, DCHA shall maintain one community-wide waitlist for public housing applicants. Once all applicants on the existing community-wide waiting list have been drawn from the waiting list, DCHA will establish and maintain site-based waiting lists where applicants can apply for the public housing development of their choice. Prior to establishing site-based waiting lists, DCHA will exhaust the existing community-wide waiting list for public housing applicants. No applicant to a site-based waiting list will be selected from the waiting list until all applicants to the existing community-wide waiting list have been selected from the waiting list.

6302.4 DCHA will manage and maintain site-based waiting lists; applicants can apply for up to five (5) sites/properties of their choice.

6302.5 Public housing applicants may also apply and be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that DCHA operates if:

(a) The other programs' waiting lists are open; and

(b) The family is qualified for the other programs.

6302.6 DCHA will not merge the public housing waiting lists with the waiting list for any other program DCHA operates.

6302.7 [RESERVED].

6302.8 DCHA will close a site-based waiting list when there are enough applicants for anticipated vacancies. Where DCHA has other criteria that require a specific category of family, DCHA can elect to continue to accept applications from these applicants while closing the waiting list to others.

6302.9 If the waiting list has been closed, the waiting list or a portion of the waiting list may be reopened at any time.

6302.10 DCHA shall announce the reopening of a site-based waiting list at least ten (10) business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information shall be contained in the notice.

(a) The notice shall inform applicants of the date, time, method, and place applications can be obtained and submitted, all methods by which applications will be accepted, how applications will be ordered on the waiting list, when applications will be accepted, a point of contact who can answer questions, any limitations on who may apply, and any other information the applicant may need to successfully submit the application. DCHA will also state any applicable limitations on who may apply to the waiting list and indicate if DCHA will limit the number of applications accepted during the re-opening.

(b) To ensure that public notices broadly reach potential applicants in all communities throughout the housing market area, DCHA shall distribute public notices to local community-based organizations; distribute the notice online through DCHA's website or social media platforms and other online platforms for local housing news; and make use of any local newspapers of general circulation, minority media, and other suitable means; and

(c) DCHA shall give public notice by publishing the relevant information in The Washington Post Sunday Edition, other minority media and posted on the DCHA website.

6302.11 DCHA will conduct outreach as necessary to ensure that DCHA has a sufficient number of applicants on the waiting list to fill anticipated vacancies and to assure that DCHA is affirmatively furthering fair housing and complying with the Fair Housing Act.

6302.12 Because HUD requires DCHA to admit a specified percentage of extremely low-income families, DCHA may need to conduct special outreach to ensure that an adequate number of such families apply for public housing.

6302.13 [RESERVED].

6302.14 [RESERVED].

6302.15 DCHA shall monitor the characteristics of the population being served and the characteristics of the population in DCHA's jurisdiction. Targeted outreach efforts shall be undertaken if a comparison suggests that certain populations are being

underserved.

6302.16 While the family is on the waiting list, the family must report changes to their contact information, including current residence, mailing address, and phone number, as soon as possible. Additionally, the family must also inform DCHA of changes in family size or composition or the changes must be submitted in writing.

6302.17 When an applicant reports a change that affects their placement on the waiting list, the waiting list shall be updated accordingly.

6302.18 Waiting list admissions shall take precedence over transfers at the ratio of five (5) new admissions from the waiting list to one (1) transfer. Emergency transfers, defined in § 7701, and reasonable accommodation transfers are not subject to this ratio.

6302.19 The decision to remove an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to DCHA's request for information or updates because of the family member's disability, DCHA must, upon the family's request, reinstate the applicant family to their former position on the waiting list as a reasonable accommodation.

6302.20 The waiting list shall be updated as needed to ensure that all applicant information is current and timely;

6302.21 To update the waiting list, DCHA will send an update request to each family on the waiting list to determine whether the family continues to be interested in the program.

6302.22 DCHA will send the update request to the most current contact information reported by the family, including but not limited to their mailing address and email address. The update request shall provide a deadline by which the family must respond and shall state that failure to respond will result in the applicant's name being removed from the waiting list.

6302.23 The family's response must be in writing. Responses should be received by DCHA not later than thirty (30) calendar days from the date of DCHA letter.

6302.24 If the family fails to respond within thirty (30) calendar days, the family shall be removed from the waiting list without further notice.

6302.25 If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

6302.26 If the notice is returned by the post office with a forwarding address, the notice shall be re-sent to the address indicated. The family shall have thirty (30) business days to respond from the date the letter was re-sent. If the family fails to respond

within this time frame, the family will be removed from the waiting list without further notice.

6302.27 [RESERVED]

6302.28 If a family is removed from the waiting list for failure to respond, the family may request to be reinstated to the waiting list within six (6) months of the date of their withdrawal. DCHA may reinstate the family if the lack of response was due to one or more of the following:

(a) DCHA error;

(b) Circumstances beyond the family's control; or

(c) As a direct result of status as a victim of domestic violence, dating violence, sexual assault, and/or stalking, including an adverse factor resulting from such abuse.

6302.29 DCHA shall remove an applicant from the waiting list upon request by the applicant family. In such cases no informal hearing is required nor available based on the applicant's request to be removed from the waitlist.

6302.30 Once an applicant has been housed at a Public Housing site or property, the applicant will be removed from all other site-based waiting lists. However, the applicant may remain on the waiting list for the Housing Choice Voucher (HCV) program, if they have applied.

6302.31 [RESERVED]

6302.32 [RESERVED]

6303 TENANT SELECTION

6303.1 [RESERVED]

6303.2 [RESERVED]

6303.3 DCHA will maintain a clear record of all information required to verify that the family is selected from the waiting list as explained in this § 6300.

6303.4 DCHA's policies will be posted any place where DCHA receives applications.

6303.5 DCHA must provide a copy of its tenant selection policies upon request to any applicant or tenant.

6303.6 When an applicant or resident family requests a copy of DCHA's tenant selection policies, DCHA shall provide copies to them free of charge.

6303.7 DCHA may establish preferences for certain site-based waiting lists, which may establish an elderly family preference to be used in conjunction with a returning former resident of the site. These sites include, but are limited to, the Kenilworth 166 and The Asberry (Barry Farm Phase 1B) communities. Notwithstanding anything to the contrary in this ACOP, the definition of "elderly person" to be used at Kenilworth 166 and The Asberry (Barry Farm Phase 1B) sites shall be, pending HUD's approval of DCHA's FY 2024 Annual Plan, a person who is at least fifty-five (55) years of age and an "elderly family" shall be a family in which the head of household, co-head of household, or spouse is an elderly person.

6303.8 DCHA has a preference for any tenant-based or project-based family in the HCV program displaced due to Housing Quality Standards (HQS) noncompliance (in accordance with 24 CFR § 982.404(e)(2) and 24 CFR § 983.208(d)(6)(ii)). Specifically, DCHA will offer, and if accepted, provide the family a selection preference for an appropriate-size public housing unit that first becomes available for occupancy if:

(a) The housing assistance payment (HAP) contract is terminated or the unit is removed from a HAP contract due to failure to correct HQS deficiencies at least 90 days or a longer period as DCHA determines is reasonable necessary following the termination of the HAP contract or removal of the unit from the HAP contract, and

(b) The family is given a tenant-based voucher to move to a new unit, but

(c) The family is unable to lease a new tenant-based unit within the period provided by DCHA.

6303.9 HUD requires that extremely low-income families make up at least forty (40) percent of the families admitted to public housing during DCHA's fiscal year. Extremely low-income families are those with annual incomes at or below the federal poverty level or thirty percent (30%) of the area median income, whichever number is higher. To ensure this requirement is met, DCHA may skip non-extremely low-income families on the waiting list in order to select an extremely low-income family.

6303.10 Admissions of extremely low-income families to the DCHA's HCV program during a DCHA fiscal year that exceed the seventy-five percent (75%) minimum target requirement for the voucher program, shall be credited against the DCHA's basic targeting requirement in the public housing program for the same fiscal year. However, under these circumstances the fiscal year credit to the public housing program must not exceed the lower of:

(a) Ten percent (10%) of public housing waiting list admissions during the DCHA fiscal year;

(b) Ten percent (10%) of waiting list admissions to DCHA's HCV program during the DCHA fiscal year; or

(c) The number of qualifying low-income families who commence occupancy during the DCHA fiscal year public housing units located in census tracts with a poverty rate of thirty percent (30%) or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

6303.11 DCHA shall monitor progress in meeting the extremely low-income family requirement throughout the fiscal year. Extremely low-income families shall be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

6303.12 [RESERVED].

6303.13 DCHA has received approval from HUD to establish a local definition of elderly. Accordingly, an elderly family means a family whose head, spouse, co-head, or sole member is a person who is at least fifty-five (55) years of age. Disabled family means a family whose head, spouse, co-head, or sole member is a person with disabilities.

6303.14 [RESERVED]

6303.15 [RESERVED]

6303.16 DCHA may not discriminate against elderly or disabled families that include children in accordance with the Fair Housing Amendments Act of 1988 and other applicable law.

6303.17 DCHA may designate projects or portions of a public housing project specifically for elderly or disabled families. DCHA must have a HUD-approved designated housing plan before the designation may take place.

6303.18 Among the designated developments, DCHA must also apply any preferences that it has established. If there are not enough elderly families to occupy the units in a designated elderly development, DCHA may allow near-elderly families to occupy the units. Near-elderly family means a family whose head, spouse, or co-head is at least fifty (50) years old, but is less than fifty-five (55) years old.

6303.19 If there are an insufficient number of elderly families and near-elderly families for the units in a development designated for elderly families, DCHA must make available to all other families any unit that is ready for re-rental and has been

vacant for more than sixty (60) consecutive days.

6303.20 The decision of any disabled family or elderly family not to occupy or accept occupancy in designated housing shall not have an adverse effect on their admission or continued occupancy in public housing or their position on or placement on the waiting list. However, this protection does not apply to any family who refuses to occupy or accept occupancy in designated housing because of the race, color, religion, sex, disability, familial status, or national origin of the occupants of the designated housing or the surrounding area.

6303.21 The protection discussed in § 6303.18 does apply to an elderly family or disabled family that declines to accept occupancy, respectively, in a designated project for elderly families or for disabled families, and requests occupancy in a general occupancy project or in a mixed population project.

6303.22 [RESERVED]

6303.23 DCHA's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of the DCHA's deconcentration policies must be included in its MTW plan.

6303.24 DCHA's deconcentration policy must comply with its obligation to meet the income targeting requirement.

6303.25 Developments subject to the deconcentration requirement are referred to as "covered developments" and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements:

(a) Developments operated by DCHA with fewer than one hundred (100) public housing units;

(b) Mixed population or developments designated specifically for elderly or disabled families;

(c) Developments operated by DCHA with only one general occupancy development;

(d) Developments approved for demolition or for conversion to tenant-based public housing; and

(e) Developments approved for a mixed-finance plan using HOPE VI or public housing funds.

6303.26 To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, DCHA must comply in order with the following steps:

(a) DCHA will determine the average income of all families residing in all DCHA covered developments.

(b) DCHA will determine the average income of all families in all covered developments on an annual basis.

(c) DCHA will determine the average income (or median income, if median income was used in § 6303.26(b)) of all families residing in each covered development.

(d) In determining average income for each development, DCHA may adjust its income analysis for unit size.

(e) DCHA will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis.

(f) DCHA will then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from eighty-five to one hundred fifteen percent (85% to 115%) of the average family income determined in § 6303.24(a) or (b). However, the upper limit must never be less than the income at which a family would be defined as an extremely low-income family (federal poverty level or thirty percent (30%) of median income, whichever number is higher);

(g) If covered developments have average incomes outside the EIR, DCHA will then determine whether or not these developments are consistent with its local goals and annual plan; and

(h) If the income profile for a covered development is not explained or justified in the annual plan submission, DCHA will include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

6303.27 DCHA's deconcentration policy may include, but is not limited to the following:

(a) Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities;

(b) Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments;

(c) Establishing a preference for admission of working families in developments below the EIR;

(d) Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration; and

(e) Providing other strategies permitted by statute and determined by DCHA in consultation with the residents and the community through the annual plan process to be responsive to local needs and DCHA strategic objectives.

6303.28 For developments outside the EIR, DCHA shall take the following actions to provide for deconcentration of poverty and income mixing:

(a) Continue employment and self-sufficiency efforts for residents living in public housing to increase family's income;

(b) Utilize local preferences (if any) and income targeting to admit families whose income exceed thirty percent (30%) of the area median income (AMI); and

(c) Select ELI families ahead of other eligible families on an as-needed basis to ensure the income-targeting requirement is met.

6303.29 A family has the sole discretion whether to accept an offer of a unit made under the DCHA's deconcentration policy. DCHA must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the DCHA's deconcentration policy.

6303.30 If, at annual review, the average incomes at all general occupancy developments are within the EIR, DCHA will be considered to be in compliance with the deconcentration requirement and no further action is required.

6303.31 [RESERVED].

6303.32 Families will be selected from the waiting list based on the waiting list position assigned by random selection method (if the waiting list was opened for a finite period) or by date and time of application (if the waiting list is open continuously). When selecting applicants from the waiting list, DCHA shall match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. DCHA shall offer the unit to the applicant who qualifies for that unit size or type, or that requires the accessibility features based upon date and time of the application:

(a) By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of

families with an earlier date and time of application; and

(b) Factors such as deconcentration or income mixing, and income targeting shall also be considered in accordance with HUD requirements and DCHA policy.

6303.33 DCHA shall notify the family in writing when they are selected from the waiting list. DCHA may contact the family by first-class mail, email, and/or phone.

6303.34 The notice shall inform the family of the following:

(a) Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview;

(b) Who is required to attend the interview;

(c) Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation;

(d) Documents that must be provided at the interview to document eligibility for a preference, if applicable; and

(e) Other documents and information that should be brought to the interview.

6303.35 If a notification letter is returned to DCHA with no forwarding address, the family shall be removed from the waiting list without further notice.

6303.36 The failure of the applicant to respond to the DCHA notice sent pursuant to § 6303.33 prevents DCHA from making an eligibility determination; therefore, no informal hearing shall be offered.

6303.37 Being invited to attend an interview does not constitute admission to the program.

6303.38 Families selected from the waiting list are required to participate in an eligibility interview.

(a) All adult members of the household must attend the eligibility appointment;

(b) The interview shall be conducted only if the head of household or spouse or co-head provides appropriate documentation of legal identity. If the family representative does not provide the required documentation, the appointment may be rescheduled when the proper documents have been obtained;

(c) Pending disclosure and documentation of social security numbers, DCHA shall allow the family to retain its place on the waiting list for thirty (30) calendar days. If not, all household members have disclosed their SSNs at the next time a unit becomes available, DCHA shall offer a unit to the next eligible applicant family on the waiting list;

(d) The family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family shall pay. The family must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, DCHA shall provide the family with a written list of items that must be submitted;

(e) Any required documents or information that the family is unable to provide at the interview must be provided within ten (10) business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family shall be sent a notice of denial;

(f) DCHA will permit the family to have an advocate, interpreter, or other assistant assist the family with the application and the interview process;

(g) Interviews shall be conducted in English. For LEP applicants, DCHA shall provide translation and interpretation services in accordance with § 6104, and as necessary, may reschedule the interview to accommodate the provision of such services; and

(h) If the family is unable to attend a scheduled interview, the family should contact DCHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend a scheduled interview, DCHA shall send another notification letter with a new interview appointment time. Applicants who fail to attend two (2) scheduled interviews without DCHA approval shall be removed from the waiting list. The second appointment letter shall state that failure to appear for the appointment without a request to reschedule shall be interpreted to mean that the family is no longer interested. Such failure to act on the part of the applicant prevents DCHA from making an eligibility determination, therefore DCHA shall not offer an informal hearing.

6303.39 [RESERVED].

6303.40 DCHA shall notify a family in writing of their eligibility within ten (10) business days of the determination and shall provide the approximate date of occupancy insofar as that date can be reasonably determined.

6303.41 DCHA shall expedite the administrative process for determining eligibility to the extent possible for applicants who are admitted to the public housing program as a result of an emergency transfer from another DCHA program.

6303.42 At final determination of eligibility, as applicants are pulled from the waiting lists and forwarded for lease-up, DCHA extended the length of time to one hundred eighty (180) days that the verified application data is deemed valid per its approved MTW policy.

6303.43 If DCHA determines that the family is ineligible, DCHA shall send written notification of the ineligibility determination within ten (10) business days of the determination. The notice shall specify the reasons for ineligibility and shall inform the family of its right to request an informal hearing.

6303.44 If DCHA uses a criminal record or sex offender registration information obtained under 24 CFR Part 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before DCHA can move to deny the application.

6303.45 DCHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with VAWA, at the time the applicant is provided assistance or at the time the applicant is denied assistance. This notice must be provided in both of the following instances:

(a) When a family actually begins receiving assistance (lease execution); or

(b) When a family is notified of its ineligibility.

Chapter 64, LOW RENT HOUSING: PUBLIC HOUSING TRANSFER POLICY, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 64 OCCUPANCY STANDARDS AND UNIT OFFERS

6400 INTRODUCTION

6400.1 This chapter contains policies for assigning unit size and making unit offers. DCHA's waiting list and selection policies are contained in Chapter 63. Together, Chapters 63 and 64 of the ACOP comprise DCHA's Tenant Selection and Assignment Plan (TSAP).

6400.2 Policies in this chapter are organized in two sections:

(a) Occupancy Standards. Section 6401 contains DCHA's standards for determining the appropriate unit size for families of different sizes,

compositions, and types; and

(b) Unit Offers. Section 6402 contains DCHA's policies for making unit offers, and describes actions to be taken when unit offers are refused.

6401 OCCUPANCY STANDARDS

6401.1 Occupancy standards are established by DCHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from underutilization or from excessive wear and tear due to overcrowding.

6401.2 [RESERVED]

6401.3 In selecting a family to occupy a particular unit, DCHA will match characteristics of the family with the type of unit available, for example, number of bedrooms. See 24 CFR § 960.206(c).

6401.4 DCHA determines the size of unit the family qualifies for under the occupancy standards. DCHA does not determine who shares a bedroom or sleeping room.

6401.5 DCHA's occupancy standards for determining unit size will be applied in a manner consistent with fair housing requirements.

6401.6 DCHA shall use the same occupancy standards for each of its developments.

6401.7 DCHA will apply occupancy standards consistent with the stated gender provided by the family. DCHA may make exceptions to this occupancy standard policy where cases of gender identity and other household members are concerned. Exceptions will be made on a case-by-case basis.

6401.8 Generally, DCHA shall assign one (1) bedroom for each two (2) persons within the household, except in the following circumstances:

(a) Two (2) minors of different genders will not be required to share a bedroom; however, they may share a bedroom at the family's request;

(b) Two (2) minors of the same gender will share a bedroom regardless of age;

(c) A head of household and their spouse/partner will be allocated one bedroom; a single head of household without a spouse/domestic partner will not be required to share a room with another household member.

(d) A pregnant, sole-member head of household will be assigned a two (2) bedroom unit;

(e) Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family;

(f) Single person families will be allocated a zero (0) or one (1) bedroom;

(g) Children related to a household member by birth, adoption, or court awarded custody will be considered when determining unit size;

(h) Foster children will be considered when determining unit size. The family may add foster children to the household as long as it does not overcrowd the unit based on DCHA's occupancy standards;

(i) Children away at school, but for whom the unit is considered the primary residence, and children temporarily placed outside the home, will be considered when determining unit size;

(j) Children in the process of being adopted will be considered when determining unit size;

(k) Children who will live in the unit less than fifty percent (50%) of the time will not be considered when determining unit size; and

(l) DCHA shall reference the following standards in determining the appropriate unit bedroom size for a family:

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10
6	8	12

6401.9 DCHA shall consider granting exceptions to the occupancy standards at the family's request if DCHA determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

6401.10 (a) An exception may be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides (according to the chart

in § 6401.8) and the family does not want to transfer to a larger size unit.

(b) When evaluating exception requests DCHA shall consider the size and configuration of the unit. In no case shall DCHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

6401.11 Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards shall be approved as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer for a period of two (2) years from the date of admission, unless they have a subsequent change in family size or composition.

6401.12 To prevent vacancies, DCHA may provide an applicant family with a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer to.

6401.13 DCHA may grant exceptions as a reasonable accommodation in accordance with the provisions in Chapter 61.

6401.14 All requests for exceptions to the occupancy standards must be submitted in writing and may be submitted by mail, email, or in person.

6401.15 In the case of a request for exception as a reasonable accommodation, DCHA shall encourage the resident to make the request in writing using a reasonable accommodation request form. However, DCHA shall consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

6401.16 Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

6401.17 DCHA will notify the family of its decision within fifteen (15) business days of receiving the family's request and all required verification documents. Reasonable accommodation requests will follow the provisions in Chapter 61 of this Title.

6402 UNIT OFFERS

6402.1 [RESERVED]

6402.2 This § 6402 describes DCHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list(s). This § 6402 also describes DCHA's policies for offering units with accessibility features.

6402.3 DCHA shall maintain a record of units offered, including location, date, and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

6402.4 Except for transfers based on a reasonable accommodation and emergency transfers, waiting list admissions shall take precedence over transfers at the ratio of five (5) new admissions from the waiting list to one (1) transfer.

6402.5 DCHA shall offer two (2) units within the development(s) selected by the applicant. If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

6402.6 If an applicant refuses two (2) unit offers without good cause, as defined in 6402.10, applicant shall be removed from all site-based waiting lists.

6402.7 Applicants must accept or refuse a unit offer within three (3) business days of the date of the unit offer.

6402.8 DCHA may offer a unit to an applicant by email or by telephone. For offers made by phone, DCHA will also confirm the unit offer in writing, by mail or email.

6402.9 Applicants may refuse to accept a unit offer for "good cause" without adversely affecting their position on any site-based waiting list.

6402.10 "Good cause" includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

(a) The family demonstrates that the unit offered is inaccessible to a family member's employment, education, job training, children's day care, or educational program for children with disabilities; and will require them to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.

(b) The family demonstrates to DCHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders; other court orders; risk assessments related to witness protection from a law enforcement agency; or documentation of domestic violence, dating violence, sexual assault, and/or stalking in accordance with Chapter 81 of this Title. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

(c) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member;

(d) The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a thirty (30) day notice to move; or

(e) The unit has lead-based paint and the family includes children under the age of six (6).

6402.11 In the case of a unit refusal for good cause, the applicant shall not be removed from any waiting list. The applicant shall remain at the top of the waiting list until the family receives the required number of unit offers specified in § 6402.6 for which they do not have good cause to refuse.

6402.12 Good cause refusals are not subject to the unit offer limit described in § 6402.4.

6402.13 The applicant must provide documents to verify their reason for a good cause refusal. If the applicant is unable to provide documents for verification, DCHA will consider the offer to be refused without good cause.

6402.14 When an applicant rejects the final unit offer without good cause, DCHA shall remove the applicant's name from all site-based waiting lists and send notice in writing to the family of such removal by letter and/or email. The notice shall inform the family of their right to request an informal hearing and the process for doing so.

6402.15 The Applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the Applicant must wait to reapply until DCHA opens the waiting list.

6402.16 When an accessible unit becomes vacant, before offering such units to a non-disabled applicant, DCHA must offer such units:

(a) First, to a current resident of another unit of the same development, or other public housing development under DCHA control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists; or

(b) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

6402.17 Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the

accessible features of the unit.

6402.18 When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, DCHA will offer the unit to a non-disabled applicant.

6402.19 When offering an accessible unit to a non-disabled applicant, DCHA will require the applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement will be a provision of the lease agreement.

6402.20 Upon leasing up, the family will be removed from all public housing waiting lists.

Chapter 65, LOW RENT HOUSING: MAINTENANCE AND INSPECTION, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 65 INCOME AND RENT DETERMINATIONS

6500 INTRODUCTION

6500.1 A family's annual income is used to determine their income eligibility for the public housing program and is also used to calculate the amount of the family's rent payment. DCHA will use the policies and methods described in this chapter to ensure that only income-eligible families receive assistance and that no family pays more or less rent than is required under the regulations.

6501 ANNUAL INCOME

6501.1 Annual income includes:

(a) All amounts, not specifically excluded in 24 CFR § 5.609(b);

(b) All amounts received from all sources by each member of the family who is eighteen (18) years of age or older or is the head of household or spouse;

(c) Unearned income by or on behalf of each dependent who is under eighteen (18) years of age; and

(d) Upon approval in the MTW Plan, imputed returns of assets based on the current passbook savings rate when the total value of family assets exceeds Fifty Thousand Dollars ($50,000).

6501.2 In addition to this general definition, the regulations at 24 CFR § 5.609(b) provide a comprehensive listing of all sources of income that are excluded from annual income. All income is included unless it is specifically excluded by regulation.

6501.3 Annual income includes "all amounts received," not the amount that a family may be legally entitled to receive but did not receive.

6501.4 Income received by all family members must be counted unless specifically excluded by the regulations.

6501.5 The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how household composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded.
Foster child or foster adult	Income from all sources is excluded.
Head, spouse, or co-head Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under eighteen (18) years of age	Employment income is excluded. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students eighteen (18) years of age or older (not head, spouse, or co-head)	Employment income in excess of the dependent deduction is excluded. All other sources of income, except those specifically excluded by the regulations, are included.

6501.6 [RESERVED]

6501.7 [RESERVED]

6501.8 [RESERVED]

6501.9 [RESERVED]

6501.10 [RESERVED]

6501.11 [RESERVED]

6501.12 [RESERVED]

6501.13 [RESERVED]

6501.14 [RESERVED]

6501.15 [RESERVED]

6501.16 [RESERVED]

6501.17 [RESERVED]

6501.18 [RESERVED]

6501.19 [RESERVED]

6501.20 [RESERVED]

6501.21 [RESERVED]

6501.22 [RESERVED]

6501.23 [RESERVED]

6501.24 [RESERVED]

6501.25 [RESERVED]

6501.26 [RESERVED]

6501.27 [RESERVED]

6501.28 [RESERVED]

6501.29 [RESERVED]

6501.30 [RESERVED]

6501.31 [RESERVED]

6501.32 [RESERVED]

6501.33 [RESERVED]

6501.34 [RESERVED]

6501.35 [RESERVED]

6501.36 [RESERVED]

6501.37 [RESERVED]

6501.38 [RESERVED]

6501.39 [RESERVED]

6501.40 [RESERVED]

6501.41 [RESERVED]

6501.42 [RESERVED]

6501.43 [RESERVED]

6501.44 [RESERVED]

6501.45 [RESERVED]

6501.46 [RESERVED]

6501.47 [RESERVED]

6501.48 [RESERVED]

6501.49 [RESERVED]

6501.50 [RESERVED]

6501.51 [RESERVED]

6501.52 [RESERVED]

6501.53 [RESERVED]

6501.54 [RESERVED]

6501.55 [RESERVED]

6501.56 [RESERVED]

6501.57 [RESERVED]

6501.58 [RESERVED]

6501.59 [RESERVED]

6501.60 [RESERVED]

6501.61 [RESERVED]

6501.62 [RESERVED]

6501.63 [RESERVED]

6501.64 [RESERVED]

6501.65 [RESERVED]

6501.66 [RESERVED]

6501.67 [RESERVED]

6501.68 [RESERVED]

6501.69 [RESERVED]

6501.70 [RESERVED]

6501.71 [RESERVED]

6501.72 [RESERVED]

6501.73 [RESERVED]

6501.74 [RESERVED]

6501.75 [RESERVED]

6501.76 [RESERVED]

6501.77 [RESERVED]

6501.78 [RESERVED]

6501.79 [RESERVED]

6501.80 [RESERVED]

6501.81 [RESERVED]

6501.82 [RESERVED]

6501.83 [RESERVED]

6501.84 [RESERVED]

6501.85 [RESERVED]

6501.86 [RESERVED]

6501.87 [RESERVED]

6501.88 [RESERVED]

6501.89 [RESERVED]

6501.90 [RESERVED]

6501.91 [RESERVED]

6501.92 [RESERVED]

6501.93 [RESERVED]

6501.94 [RESERVED]

6501.95 [RESERVED]

6501.96 [RESERVED]

6501.97 [RESERVED]

6501.98 [RESERVED]

6501.99 [RESERVED]

6501.100 [RESERVED]

6501.101 [RESERVED]

6501.102 [RESERVED]

6501.103 [RESERVED]

6502 DETERMINING ANNUAL INCOME

6502.1 Unless specifically excluded by the regulations (see the section on Annual Income Exclusions), the income of all family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit. See § 6201 for DCHA's definition of temporarily absent.

6502.2 DCHA is required to count all income anticipated to be received from a source outside the family during the twelve (12) month period following admission or annual reexamination effective date.

6502.3 DCHA generally shall use current circumstances to determine anticipated income for the coming twelve (12) month period, following the verification requirements outlined in Chapter 66. HUD authorizes DCHA to use other than current circumstances to anticipate income when:

(a) An imminent change in circumstances is expected;

(b) It is not feasible to anticipate a level of income over a twelve (12) month period (e.g., seasonal or cyclic income); and

(c) DCHA believes that past income is the best available indicator of expected future income.

6502.4 DCHA will use HUD's Enterprise Income Verification (EIV) system as required by HUD and follow all verification policies as outlined in Chapter 66.

6502.5 When DCHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), DCHA will calculate income based on patterns of employment, paid benefits, and receipt of other income and will use the results of this analysis to establish annual income;

(a) Any time current circumstances are not used to project annual income, a clear rationale for the decision shall be documented in the file. In all such cases the family may present information and documentation to DCHA to show why the historic pattern does not represent the family's anticipated income;

(b) If DCHA verifies an upcoming increase or decrease in income, annual income shall be calculated by applying each income amount to the appropriate part of the twelve (12) month period;

(c) The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases, DCHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs.

6502.6 The earned income of each member of the family who is eighteen (18) years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income

varies.

(a) "Earned income" means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, Social Security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

(b) A "day laborer" is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

(c) A "seasonal worker" is defined as an individual who is hired into a short-term position (e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

6502.7 DCHA will include in annual income the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation.

6502.8 All regular pay, special pay, and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

6502.9 Employment income earned by minors is not included in annual income. All other sources of unearned income for minors, except those specifically excluded by the regulations, are included.

6502.10 The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All sources of unearned income, except those specifically excluded by the regulations, are included.

(a) A family member other than the head of household or spouse/cohead is considered a dependent full-time student if they are attending school or vocational training on a full-time basis.

(b) Full-time status is defined by the educational or vocational institution the student is attending.

6502.11 HOTMA removed the statutory authority for the Earned Income Disallowance (EID). The EID is available only to families that are eligible for and participating

on the program as of December 31, 2023, or before; no new families may be added on or after January 1, 2024.

6502.12 If a family is receiving the EID prior to or on the effective date of December 31, 2023, they are entitled to the full amount of the benefit for a full twenty-four (24) month period.

6502.13 The policies below are applicable only to such families. No family will still be receiving the EID after December 31, 2025. The EID will sunset on January 1, 2026, and DCHA policies below will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner:

(a) Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with their "baseline income." The family member's baseline income is their income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that they are participating in the EID.

(b) During the initial exclusion period of twelve (12) consecutive months, the full amount (one hundred percent (100%)) of any increase in income attributable to new employment or increased earnings is excluded.

(c) During the second twelve (12) month exclusion period, DCHA will exclude fifty percent (50%) of any increase in income attributable to new employment or increased earnings.

(d) The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends twenty-four (24) months later. During the twenty-four (24) month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.

6502.14 Annual income includes net income from the operation of a business or profession. "Net income" is gross income minus business expenses that allows the business to operate. "Gross income" is all income amounts received into the business, prior to the deduction of business expenses.

(a) Expenditures for business expansion or amortization of capital indebtedness may not be used as deductions in determining net income.

(1) "Business expansion" is defined as any capital expenditures made to add new business activities, to expand current facilities, or to

operate the business in additional locations.

(2) "Capital indebtedness" is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means DCHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

(b) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations.

(c) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

(d) Net income will be included when it matches gross income when no business expenses are reported and/or verified by the family.

(e) If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

(f) If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6502.15 If a business entity (e.g., limited liability company or limited partnership) owns an asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one-third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets.

6502.16 Annual income includes income received as an independent contractor is included in annual income, even if the source, date, or amount of the income varies.

(a) An "independent contractor" is defined as an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

6502.17 Periodic payments are forms of income received on a regular basis. These will be

included unless excluded under the section on Annual Income Exclusions.

(a) Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one (1) year that can be extended.

(b) Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income.

(c) Periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income. Payments received in lieu of wages for worker's compensation are excluded, even if paid in periodic payments, if the income will last for a period of less than one year.

6502.18 DCHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

(a) When a delayed-start payment is received that is to be included and the family reports this during the period in which DCHA is processing a regular recertification, DCHA will adjust the family's rent retroactively for the period the payment was intended to cover.

(b) If the delayed-start payment is received outside of the time DCHA is processing a regular recertification, then DCHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, DCHA will conduct an interim in accordance with policies in this ACOP. If not, DCHA will consider the amount when processing the family's next annual recertification.

6502.19 Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is not considered actual income from assets. However, any distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.

6502.20 An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

6502.21 DCHA is required to use the gross benefit amount to calculate annual income from

Social Security benefits, including Supplemental Security Income (SSI).

(a) Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. Effective the day after the SSA has announced the COLA, DCHA is required to factor in the COLA when determining Social Security and SSI annual income for regular and interim recertifications of family income that have not yet been completed and will be effective January 1 or later of the upcoming year.

(b) When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, DCHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

(c) However, when the SSA overpays an individual, resulting in withholding or deduction from their benefit amount until the overpayment is paid in full, DCHA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

6502.22 DCHA will include as annual income only those child support and/or alimony payments that are actually received by the family.

6502.23 If no payments have been made in the last one hundred eighty (180) days, DCHA will not include child support and/or alimony in annual income.

6502.24 DCHA will include averaged and annualized payments (excluding lump sum payments) received over the last six (6) full months, unless the family can verify that they expect to receive a different amount going forward.

6502.25 Public (or welfare) assistance—including Temporary Assistance for Needy Families (TANF) and any federal, state, or local government payments to individuals or families that are not excluded by HUD or DCHA —is included as annual income.

6502.26 When a welfare agency imposes a sanction that reduces a resident family's TANF income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, DCHA must include in annual income the imputed welfare income; however, this requirement does not apply to applicant households (for example, if the individual receiving the TANF was not an assisted resident at the time of the sanction, the welfare income cannot be imputed). The imputed welfare income is the amount that the benefits were reduced as a result of the sanction.

6502.27 DCHA must request from the welfare agency verification of the reason for the

reduction of benefits and the amount of the reduction of benefits. The requirement under section § 6502.26 does not apply to reductions in welfare benefits:

(a) At the expiration of the lifetime or other time limit on the payment of welfare benefits,

(b) If a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or

(c) Because a family member has not complied with other welfare agency requirements.

6502.28 The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero.

6502.29 A "trust" is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

(a) For a revocable trust under the control of the family or household, any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(b) See the section on Annual Income Exclusions for additional information concerning income from trusts.

6502.30 Nonrecurring income, which is income that will not be repeated beyond the coming year (such as twelve (12) months following the effective date of the certification) based on information provided by the family, is excluded from annual income. See the section on Annual Income Exclusions.

(a) Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

(b) Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming regular recertification period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended.

6502.31 DCHA will include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

(a) Any assistance to students under Section 479B of the Higher Education Act of 1965 (Tile IV of the HEA) will be excluded from the family's annual income, as will any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the federally mandated income exclusions. See the section on Annual Income Exclusions.

(b) For a student who is not the head of household or spouse/co-head, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(c) The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by DCHA.

(d) DCHA will verify tuition and fees according to its verification policies.

6502.32 DCHA will calculate student financial assistance as follows:

(a) If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, DCHA will exclude the full amount of the assistance received under Title IV from the family's annual income. DCHA will not calculate actual covered costs in this case.

(b) If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, DCHA will first calculate the actual covered costs to the student in accordance with 24 CFR § 5.609(b)(ii). DCHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. DCHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.

(c) When a student receives assistance from both Title IV of the HEA and from other sources, DCHA will first calculate the actual covered costs to the student in accordance with 24 CFR § 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.

(1) If the amount of assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the assistance

included under other student financial assistance would be excluded from income.

(2) If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, DCHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

6503 DETERMINING ASSET INCOME

6503.1 Upon approval in the MTW Plan, family assets include the market value of all assets owned by the family, except where specifically excluded in this section.

6503.2 Upon approval in the MTW Plan, when the market value of the family's total assets is greater than Fifty Thousand Dollars ($50,000), DCHA will multiply the total market value of the family's assets by the HUD-established passbook savings rate to calculate and include imputed asset income. Any asset which is excluded will not be counted toward the total market value of the family's assets.

6503.3 Upon approval in the MTW Plan, when the market value of the family's total assets is Fifty Thousand Dollars ($50,000) or less, DCHA will exclude all income from those assets. DCHA may determine the market value assets of a family based on a self-certification by the family that their total family assets do not exceed Fifty Thousand Dollars ($50,000).

6503.4 The market value of an asset is its worth in the market (such as the amount a buyer would pay for real estate or the total value of an investment account).

6503.5 Bank accounts, such as checking, savings, and credit union accounts, are included as assets. DCHA will use the current balance of each account in determining its market value.

6503.6 Financial investments such as stocks, bonds, saving certificates, and money market funds are included as assets. DCHA will use the value of the account on the most recent investment report in determining its market value.

6503.7 Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset.

6503.8 The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets. DCHA will use the policy's current surrender value as the market value of the asset.

6503.9 Assets do not include the value of term life insurance, which has no cash value to the individual before death.

6503.10 There are two types of trusts, revocable and irrevocable.

(a) Irrevocable trusts, which include special needs trusts, are not under the control of any member of the family or household are not included as assets. DCHA will also not include as income any amounts earned by the trust (such as interest earned, rental income if the property is held in the trust) for so long as the income from the trust is not distributed.

(b) A revocable trust is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

(1) Revocable trusts under the control of the family or household (e.g., the grantor is a member of the assisted family or household) are considered assets and must be included in family assets. In this case, DCHA will exclude as income any distributions from the trust to the family and include income from the assets per HUD requirements.

(2) Revocable trusts that are not under the control of the family are excluded from family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. For the revocable trust to be considered excluded from family assets, no family or household member may be the account's trustee.

6503.11 An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses.

(a) Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs.

(b) DCHA will exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

6503.12 If an asset is owned by more than one person and any family member has unrestricted access to the asset, DCHA shall count the full value of the asset unless:

(a) The asset is otherwise excluded;

(b) The family can demonstrate that the asset is inaccessible to them; or

(c) The family cannot dispose of any portion of the asset without the consent of another owner who refuses to comply.

6503.13 A family member has unrestricted access to an asset when they can legally dispose of the asset without the consent of any of the other owners.

6503.14 If the family demonstrates that they can only access a portion of an asset, then only that portion's value is included in the calculation of net family assets for the family.

6503.15 Any income from a jointly owned asset must be included in annual income, unless:

(a) The income is specifically excluded;

(b) The family demonstrates that they do not have access to the income from that asset; or

(c) The family only has access to a portion of the income from that asset.

6503.16 If an individual is a beneficiary who is entitled to access the account's funds only upon the death of the account's owner, and may not otherwise withdraw funds from an account, then the account is not an asset to the assisted family, and the family should provide proper documentation demonstrating that they are only a beneficiary on the account.

6503.17 DCHA will count as a current asset any business or family asset that was disposed of for less than fair market value during the two (2) years prior to the effective date of the examination/reexamination, except as noted below:

(a) Assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms. To qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

(b) Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale. Families must sign a declaration form at initial certification and each regular recertification, and/or as required by DCHA in its discretion, thereafter identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. DCHA may verify the value of the assets disposed of if other information available to DCHA does not appear to agree with the information reported by the family.

(c) DCHA shall not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two (2) years exceeds the gross amount received for the assets by more than one thousand dollars ($1,000);

6503.18 Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

6503.19 Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

6503.20 Assets moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

6503.21 When the two (2) year period expires, the income assigned to the disposed asset(s) also expires. If the two (2) year period ends between regular recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

6503.22 The following are excluded from the calculation of the market value of assets:

(a) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;

(b) The value of any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986;

(c) The value of any qualified tuition program under Section 529 of such Code;

(d) The value of any ABLE account authorized under Section 529A of such Code;

(e) Interests in Indian trust land;

(f) Equity in a manufactured home where the family receives assistance under 24 CFR Part 982;

(g) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR Part 982;

(h) Family Self-Sufficiency Accounts;

(i) The full amount of assets held in an irrevocable trust;

(j) The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household;

(k) Other exclusions listed in section § 6503; and

(l) Other exclusions required by HUD upon implementation of HOTMA.

6503.23 [RESERVED]

6503.24 [RESERVED]

6503.25 [RESERVED]

6503.26 [RESERVED]

6503.27 [RESERVED]

6503.28 [RESERVED]

6503.29 [RESERVED]

6503.30 [RESERVED]

6503.31 [RESERVED]

6503.32 [RESERVED]

6503.33 [RESERVED]

6503.34 [RESERVED]

6503.35 [RESERVED]

6503.36 [RESERVED]

6503.37 [RESERVED]

6503.38 [RESERVED]

6503.39 [RESERVED]

6503.40 [RESERVED]

6503.41 [RESERVED]

6503.42 [RESERVED]

6503.43 [RESERVED]

6503.44 [RESERVED]

6503.45 [RESERVED]

6503.46 [RESERVED]

6503.47 [RESERVED]

6503.48 [RESERVED]

6503.49 [RESERVED]

6503.50 [RESERVED]

6503.51 [RESERVED]

6503.52 [RESERVED]

6504 ANNUAL INCOME EXCLUSIONS

6504.1 Subject to applicable HUD guidance and DCHA MTW policy, annual income does not include the types of income listed in this § 6504.

6504.2 Per DCHA's MTW, income from assets when the market value of family assets total Fifty Thousand Dollars ($50,000) or less.

6504.3 The following types of trust distributions:

(a) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under 24 CFR § 5.603(b):

(1) Distributions of the principal or corpus of the trust; and

(2) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(b) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

6504.4 Earned income of children (including foster children) under the age of eighteen (18) years.

6504.5 Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

6504.6 Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

6504.7 Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

6504.8 Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

6504.9 Income of a live-in aide, foster child, or foster adult as defined in 24 CFR §§ 5.403 and 5.603, respectively.

6504.10 Any assistance that section 479B of the Higher Education Act of 1965, as amended, required to be excluded from a family's income including Bureau of Indian Affairs/Education student assistance programs:

(a) If the amount of this excluded assistance equals or exceeds the amount of actual covered costs described under § 6504.11 below, none of the assistance described below is excluded as income.

(b) If the amount of this excluded assistance is less than the amount of actual covered costs described under § 6504.11 below, staff will exclude the lower of:

(1) The total amount of student financial assistance received under § 6504.11, or

(2) The amount by which the actual covered costs (as described below) exceed the assistance excluded under item § 6504.9.

6504.11 Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit, and expressly for a student

who is not the head of household or spouse.

(a) "Student financial assistance" means a grant or scholarship received from:

(1) The federal government;

(2) A state, tribal, or local government;

(3) A private foundation registered as a nonprofit;

(4) A business entity; or

(5) An institution of higher education.

(b) Student financial assistance does not include:

(1) Any assistance that Section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income (as noted above);

(2) Financial support provided to the student in the form of a fee for services performed (for example, a work study or teaching fellowship that is not excluded);

(3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded, exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(c) Student financial assistance must be:

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education; or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while

attending the education institution and not residing in an assisted unit.

(d) Student financial assistance may be paid directly to the student or to the educational institution on the student's behalf.

(e) The student financial assistance exclusion applies to both part-time and full-time students.

6504.12 Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, baby bond accounts created, authorized, or funded by Federal, State, or local government.

6504.13 The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

6504.14 Certain amounts received that are related to participation in the following programs:

(a) Amounts received under HUD-funded training programs (i.e., Step-up program: excludes stipends, wages, transportation payments, child care vouchers for the duration of the training);

(b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(c) Amounts received by a client in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;

(d) Amounts received under a client services stipend (not to exceed Two Hundred Dollars ($200) a month). A client service stipend is a modest amount received by a resident for performing a service for DCHA or the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and client initiatives coordination; or

(e) Incremental earnings and/or benefits to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with the local government), and training of family members as client management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined

goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

6504.15 Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

6504.16 Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.

6504.17 Adoption assistance payments for a child in excess of the amount of the deduction for a dependent.

6504.18 Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

6504.19 Payments related to aid and attendance under 38 U.S.C. § 1521 to veterans in need of regular aid and attendance.

6504.20 Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment.

6504.21 Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

6504.22 Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

6504.23 Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

6504.24 Amounts specifically excluded by any other federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. The most recent list of exclusions was

published in the Federal Register on January 31, 2024. It includes:

(a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. § 2017 (b));

(b) Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. § 5044(f)(1), 42 U.S.C § 5058) are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Service appointed under 42 U.S.C. § 12651c determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater (42 U.S.C. § 5044(f)(1)).

(c) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. § 1626(c));

(d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. § 5506);

(e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. § 8624(f)(1));

(f) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, Section 6);

(g) The first Two Thousand Dollars ($2,000) of per capita shares received from judgment funds awarded by the National Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first Two Thousand Dollars ($2,000) per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. § 1407-1408);

(h) Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C § 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. § 1087uu). For Section 8 programs only (42 U.S.C. § 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C § 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher

Education Act of 1965 (20. U.S.C. § 1002)), shall not be considered income to that individual if the individual is over the age of Twenty-Three (23) with dependent children (Pub. L. 109-115, section 327) (as amended);

(i) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. § 3056(g));

(j) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in In Re Agent Orange Product Liability Litigation, M.D.L. No. 381 (E.D.N.Y.);

(k) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420 Section 9(c));

(l) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. § 9858q);

(m) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. § 32(j));

(n) The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of twelve (12) months from receipt (26 U.S.C. § 6409);

(o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation (Pub. L. 95-433 Section 2);

(p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. § 12637(d));

(q) Any allowance paid to children of Vietnam veterans born with spinal bifida (38 U.S.C. § 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. § 1811-16), and children of certain Korean and Thailand service veterans born with spinal bifida (38 U.S.C. § 1821-22) is excluded from income and assets (38 U.S.C § 1833(c));

(r) Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the

applicant for losses suffered as a result of the crime (34 U.S.C. § 20102(c));

(s) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. § 3241(a)(2));

(t) Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. §1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. § 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);

(u) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (Pub. L. 101-503 Section 8(b)); this exclusion also applies to assets;

(v) Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in monthly prospective amounts (42 U.S.C. § 1437a(b)(4));

(w) Any amounts:

(1) Not actually received by the family;

(2) That would be eligible for exclusion under 42 U.S.C. § 1382b(a)(7); and

(3) Received for service-connected disability under 38 U.S.C. Chapter 11 or dependency and indemnity compensation under 38 U.S.C. Chapter 13 (25 U.S.C. § 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269 section 2) to the definition of income applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. § 4101 et seq.);

(x) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.) for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291 Section 101(f)(2);

(y) Any amounts in an individual development account are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income as provided by the Assets for Independence Act, as amended (42 U.S.C § 604(h)(4));

(z) Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in Notice PIH 2013–1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013–1. The first Two Thousand Dollars ($2,000) of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. § 117b(a), 25 U.S.C. § 1407);

(aa) Federal assistance for a major disaster and emergency received by individuals under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as mended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. § 5155(d));

(bb) Any amount in an ABLE account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09/H 2019–06 or subsequent or superseding notice is excluded from income and assets; and

(cc) Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021.

6504.25 Replacement housing gap payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing gap payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing gap payments;

6504.26 Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(a) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than one hundred eighty (180) days and not culminating in permanent

employment;

(b) Direct Federal or State payments intended for economic stimulus or recovery;

(c) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received;

(d) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received;

(e) Gifts for holidays, birthdays, or other significant life events or milestones (such as wedding gifts, baby showers, anniversaries);

(f) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization; and

(g) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

6504.27 Civil rights settlements or judgments, including settlements or judgments for back pay;

6504.28 Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family;

6504.29 Income earned on amounts placed in a family's Family Self Sufficiency Account; and

6504.30 Gross income a family member receives through self-employment or operation of a business, except where gross income equals net income.

6505 ADJUSTED INCOME

6505.1 [RESERVED]

6505.2 This § 6502 covers DCHA policies related to mandatory deductions.

6505.3 DCHA shall use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child-care during school and non-school periods and cyclical medical expenses), DCHA shall estimate costs based on historic data and known future costs; and

6505.4 If a family has an accumulated debt for medical or disability assistance expenses, DCHA shall include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted are not allowed even if the amounts were not paid as expected in a preceding period. DCHA may require the family to provide documentation of payments made in the preceding year.

6505.5 The HUD-established allowance is deducted from annual income for each dependent. "Dependent" is defined as any family member other than the head, spouse, or co-head who is under the age of eighteen (18) or who is eighteen (18) or older and is a person with disabilities or a full-time student. DCHA will implement changes to the amount of the dependent deduction in accordance with required updates published by HUD annually. Foster children, foster adults, and live-in aides are never considered dependents.

6505.6 A single deduction per the HUD-established allowance is taken for any elderly or disabled family.

6505.7 An "elderly family" is a family whose head, spouse, co-head, or sole member is fifty-five (55) years of age or older, and a "disabled family" is a family whose head, spouse, co-head, or sole member is a person with disabilities. DCHA will implement changes to the amount of the elderly and disabled deductions in accordance with required updates published by HUD annually.

6505.8 Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent (3%) of annual income.

6505.9 The health and medical care expense deduction is permitted only for families in which the head, spouse, or co-head is at least fifty-five (55) years old or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

6505.10 HUD regulations define "health and medical care expenses" at 24 CFR § 5.603(b) to mean "any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed."

6505.11 DCHA shall use the most current IRS Publication 502, "Medical and Dental Expenses," as a reference to help determine the costs that qualify as health and medical care expenses. However, DCHA must review each expense to determine whether it is eligible in accordance with HUD's definition of health and medical care expenses.

Summary of Allowable Medical Expenses	
Services of medical professionals	Psychiatric treatment
Surgery and medical procedures that are necessary, legal, non-cosmetic	Ambulance services and some costs of transportation related to medical expenses
Services of medical facilities	The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)
Hospitalization, long-term care, and in-home nursing services	Cost and continuing care of necessary service animals
Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor	Medical insurance premiums or the cost of a health maintenance organization (HMO)
Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails)	
Substance abuse treatment programs	
Note: This chart provides a summary of eligible medical expenses only. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.	

6505.12 When expenses anticipated by a family could be defined as either medical or disability assistance expenses; DCHA shall consider them medical expenses unless the expenses are incurred exclusively to enable a person with disabilities to work.

6505.13 Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member (disability assistance expense) may be deducted if they:

(a) Are necessary to enable a family member eighteen (18) years or older to work;

(b) Are not paid to a family member or reimbursed by an outside source;

(c) In combination with any medical expenses, exceed three percent (3%) of annual income; and

(d) Do not exceed the earned income received by the family member who is enabled to work.

6505.14 A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work.

6505.15: The family must identify the family members enabled to work because of the disability assistance expenses. In evaluating the family's request, DCHA considers factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

6505.16 When DCHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes.

6505.17 "Auxiliary apparatus" includes: wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals but only if these items are directly related to permitting the disabled person or other family member to work.

6505.18 Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost-of-service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

6505.19 Attendant Care Expenses are eligible and include the following:

(a) Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities;

(b) Attendant care expenses are included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible; and

(c) If the care attendant also provides other services to the family, DCHA prorates the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation is based upon the number of hours spent in each activity or the number of persons under care.

6505.20 No disability expenses may be deducted for payments to a member of a tenant family. However, expenses paid to a relative who is not a member of the tenant family may be deducted if they are not reimbursed by an outside source.

6505.21 The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work.

6505.22 The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

6505.23 DCHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality.

6505.24 "Childcare expenses" are defined as amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further their education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child-care. In the case of child-care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

6505.25 Childcare expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household. However, child-care expenses for foster children that are living in the assisted family's household are included when determining the family's childcare expenses.

6505.26 The family must identify the family member(s) enabled to work, seek work or further their education.

6505.27 In evaluating the family's request, DCHA shall consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

6505.28 If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination.

6505.29 If the childcare expense being claimed is to enable a family member to further their education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the childcare claimed.

6505.30 If the childcare expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that childcare is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

6505.31 When a family member looks for work or furthers their education, there is no cap on the amount that may be deducted for childcare – although the care must still be necessary and reasonable.

6505.32 The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

6505.33 DCHA must not limit the deduction to the least expensive type of childcare. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working.

6505.34 The type of care to be provided is determined by the tenant family. The DCHA may not refuse to give a family the child-care expense deduction because there is an adult family member in the household that may be available to provide child-care.

6505.35 For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of childcare.

6505.36 The costs of general housekeeping and personal services are not eligible. Likewise, child-care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child-care to relatives who do not live in the unit are eligible; and

6505.37 If a child-care provider also renders other services to a family or child-care is used to enable a family member to conduct activities that are not eligible for consideration, DCHA shall prorate the costs and allow only that portion of the expenses that is attributable to child-care for eligible activities. Unless otherwise specified by the child-care provider, the calculation is based upon the number of hours spent in each activity and/or the number of persons under care.

6506 CALCULATING RENT

6506.1 The first step in calculating income-based rent is to determine each family's total tenant payment (TTP).

6506.2 TTP is the highest of the following:

(a) Thirty percent (30%) of the family's monthly adjusted income;

(b) Ten percent (10%) of the family's monthly gross income;

(c) The welfare rent; and

(d) The minimum rent of $0.

6506.3 DCHA has authority to suspend and exempt families from minimum rent when a financial hardship exists.

6506.4 Welfare rent does not apply in the District of Columbia.

6506.5 The minimum rent for the District of Columbia is Zero Dollars ($0).

6506.6 Utility reimbursements are not paid to the family when there are no tenant-paid utilities (for example, DCHA pays for all utilities).

6506.7 [RESERVED]

6506.8 [RESERVED]

6506.9 [RESERVED]

6506.10 [RESERVED]

6506.11 [RESERVED]

6506.12 [RESERVED]

6506.13 [RESERVED]

6506.14 [RESERVED]

6506.15 [RESERVED]

6506.16 [RESERVED]

6506.17 [RESERVED]

6506.18 [RESERVED]

6506.19 [RESERVED]

6506.20 [RESERVED]

6506.21 [RESERVED]

6506.22 [RESERVED]

6506.23 [RESERVED]

6506.24 Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent.

6506.25 When determining a family's income- based rent, DCHA must use the utility allowance applicable to the type of dwelling unit leased by the family.

6506.26 All current DCHA-managed public housing properties include utility costs in the rent, so no utility allowance is applied nor is any utility reimbursement given.

6506.27 Privately-managed public housing in mixed-finance properties may or may not include the costs of utilities in the rent. For those that do not include utilities in the rent, the utility allowance is subtracted from the TTP. Then:

(a) If the result of this calculation is a positive number, that is the tenant rent;

(b) If the result of this calculation is a negative number, that is referred to as a utility reimbursement, which may be paid to the family or directly to the utility company by DCHA

6506.28 On request from a family whose rent does not include the cost of utilities, DCHA shall approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability.

6506.29 Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

6506.30 For families whose rent does not include the cost of utilities, DCHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within control of the resident, as the DCHA deems appropriate. The family must request the higher allowance and provide DCHA with an explanation about the additional allowance required.

6506.31 DCHA does not require the families to pay utilities at DCHA owned and operated properties. As noted above, families in public housing in privately managed mixed-finance properties may be required to pay utilities.

6506.32 In determining the amount of the reasonable accommodation or individual relief for tenant-paid utilities, DCHA shall allow a reasonable measure of additional usage

as necessary. To arrive at the amount of additional utility cost of specific equipment, the family may provide information from the manufacturer of the equipment, or the family or DCHA may conduct an internet search for an estimate of usage or additional monthly cost.

6506.33 Information on reasonable accommodation and individual relief for charges in excess of the utility allowance is provided to all residents of properties managed directly by DCHA and managed by a third-party with tenant-paid utilities at move-in and with any notice of proposed allowances, schedule surcharges, and revisions. DCHA shall also provide information on utility relief programs or medical discounts (sometimes referred to as "Medical Baseline discounts") that may be available through local utility providers.

6506.34 Families with tenant-paid utilities must request the higher allowance and provide DCHA with information about the amount of additional allowance required.

6506.35 At its discretion, DCHA may reevaluate the need for the increased utility allowance as a reasonable accommodation at any regular reexamination.

6506.36 If the excessive consumption is caused by a characteristic of the unit or DCHA-supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation, the relief to the family ceases when the situation is remedied.

6506.37 DCHA must review at least annually the basis on which utility allowances have been established.

6506.38 DCHA must revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of ten percent (10%) or more from the rates on which such allowances were based.

6506.39 Adjustments to resident payments as a result of the changes in § 6503.37 must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective. Such rate changes are not subject to the sixty (60) day notice.

6506.40 The tenant rent calculations must reflect any changes in the DCHA's utility allowance schedule.

6506.41 Between annual reviews of utility allowances, DCHA shall only revise its utility allowances due to a rate change, when required to by the federal regulations.

6506.42 A "mixed family" is one that includes at least one (1) U.S. citizen or eligible immigrant and any number of ineligible family members. DCHA must prorate the assistance provided to a mixed family in accordance with 24 CFR § 5.520(d).

6506.43 Policies related to the reexamination of families paying flat rent are contained in Chapter 68, and policies related to the establishment and review of flat rents are contained in Chapter 81.

6506.44 Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

6506.45 [RESERVED]

6506.46 DCHA shall offer a family the choice between flat and income-based rent upon admission and upon each subsequent regular reexamination.

6506.47 DCHA shall require families to submit their choice of flat or income-based rent in writing and shall maintain such requests in the tenant file as part of the admission or annual reexamination process.

6506.48 [RESERVED]

6506.49 A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship.

6506.50 Upon determination by DCHA that a financial hardship exists, DCHA shall allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request.

6506.51 [RESERVED]

6506.52 DCHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent.

Chapter 66, [RESERVED], of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 66 VERIFICATION

6600 INTRODUCTION

6600.1 DCHA will verify all information that is used to establish the family's eligibility and level of assistance and will obtain written authorization from the family in order to collect the information.

6600.2 Applicants and program participants must cooperate with the verification process as a condition of receiving assistance.

6600.3 DCHA will not pass on the cost of verification to the family.

6600.4 [RESERVED]

6600.5 This Chapter summarizes those requirements and provides supplementary DCHA policies, in four sections:

(a) Section 6601 describes the general verification process;

(b) Section 6602 provides more detailed requirements related to family information;

(c) Section 6603 provides information on income and assets, and

(d) Section 6604 covers mandatory deductions.

6600.6 Verification policies, rules and procedures are modified as needed to accommodate persons with disabilities in accordance with Chapter 61 of this Title. All information obtained through the verification process are handled in accordance with the records management policies established by DCHA.

6601 GENERAL VERIFICATION REQUIREMENTS

6601.1 The family must supply any information that DCHA or HUD determines is necessary to the administration of the program and must consent to DCHA verification of that information.

6601.2 It is required that all adult applicants and tenants sign form HUD-9886-A, Authorization for Release of Information. DCHA will not require that the form be signed again except under the following circumstances:

(a) When any person eighteen (18) years or older becomes a member of the family;

(b) When a current member of the family turns eighteen (18); or

(c) As required by HUD or DCHA in administrative instructions.

6601.3 The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to DCHA to revoke consent.

6601.4 DCHA will deny admission to the program or terminate assistance if any member of the family fails to sign and submit the HUD 9886-A. Further, revocation of consent to the form HUD-9886-A by any family member will result in termination of assistance or denial of admission.

6601.5 HUD and DCHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members.

6601.6 Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

6601.7 If any family member who is required to sign a consent form fails to do so, DCHA shall deny admission to applicants and terminate the lease of tenants. The family may request a hearing in accordance with DCHA's grievance procedures in Chapter 79.

6601.8 DCHA will follow the verification hierarchy in Section 6601.9 below, use the most reliable form of verification that is available, and document the reasons when DCHA uses a lesser form of verification.

6601.9 In order of priority, the forms of verification that DCHA uses are:

(a) Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system;

(b) UIV using a non-HUD system;

(c) Written Third Party Verification (may be provided by applicant or resident);

(d) Written Third-party Verification Form;

(e) Oral Third-party Verification; and

(f) Self-Certification.

6601.10 Any documents used for verification must be dated within one hundred twenty (120) days of DCHA receipt except for fixed income sources. For fixed income sources, the documents must be dated within the appropriate benefit year. The documents must not be damaged so as to obscure or omit necessary information, altered or in any way illegible. Family-provided documents may be submitted by mail, electronically, or in person.

6601.11 Any family self-certifications must be made in a format acceptable to DCHA and must be signed by the family member whose information or status is being verified.

6601.12 DCHA will document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process are recorded in the family's file in sufficient detail to demonstrate that DCHA has followed all of the verification policies set forth in this Chapter.

6601.13 DCHA documents, in the family file, the following:

(a) Reported family annual income;

(b) Value of assets;

(c) Expenses related to deductions from annual income; and

(d) Other factors influencing the adjusted income or income-based rent determination.

6601.14 When DCHA is unable to obtain third-party verification, DCHA shall document in the family file the reason that third-party verification was not available. This allows DCHA to document that it attempted to obtain verification as specified in Section 6601.9 before using other types of verification such as written third-party verification form or oral third-party verification.

6601.15 There may be legitimate differences between the information provided by the family and UIV-generated information. DCHA will take action to resolve the discrepancy, including, but not limited to, discussing the discrepancy with the family and requesting the family provide additional documentation. Thereafter, DCHA will promptly notify the family in writing in the event of an adverse finding. The family may contest any adverse findings through DCHA's informal review process.

6601.16 DCHAs will use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with 24 CFR 5.236 and administrative guidance issued by HUD. HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families.

6601.17 [RESERVED]

6601.18 When DCHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action is taken pursuant to the policies in Chapter 80, Program Integrity.

6601.19 The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to Public and Indian Housing Information Center (PIC) data for a match on Social Security number, name, and date of birth.

6601.20 DCHA will run other EIV reports as required by HUD to verify the accuracy of information received and to ensure program integrity.

6601.21 [RESERVED]

6601.22 [RESERVED]

6601.23 Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source.

6601.24 Examples of acceptable tenant-provided documents include:

(a) Pay stubs;

(b) Payroll summary reports;

(c) Employer notice or letters of hire and termination;

(d) SSA benefit verification letters;

(e) Bank statements;

(f) Child support payment stubs;

(g) Welfare benefit letters or printouts; and

(h) Unemployment monetary benefit notices.

6601.25 DCHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

6601.26 Third-party documents provided by the family must be dated within one hundred twenty (120) days of DCHA receipt, except for fixed income sources. For fixed income sources, the documents must be dated within the appropriate benefit year;

6601.27 If DCHA determines that third-party documents provided by the family are not acceptable, DCHA shall explain the reason to the family and request additional documentation.

6601.28 [RESERVED]

6601.29 [RESERVED]

6601.30 [RESERVED]

6601.31 DCHA sends third-party verification forms directly to the third party; Third-party verification forms are sent when third-party verification documents are unavailable by the family or are rejected by DCHA.

6601.32 In collecting third-party oral verification, DCHA staff records in the family's file

the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

6601.33 [RESERVED]

6601.34 Third-party verification may not be available in all situations.

(a) If the family cannot provide original documents, DCHA pays the costs required to obtain third-party verification, unless it is not cost effective in which case a self-certification is acceptable as the only means of verification. The cost of verification is not passed on to the family; and

(b) The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost.

6601.35 Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

6601.36 DCHA accepts a self-certification from a family as verification of assets disposed of for less than fair market value.

6601.37 [RESERVED].

6601.38 Upon HUD approval, DCHA will implement an MTW policy permitting DCHA to accept the family's self-certification of the value of assets if the total value of family assets is less than Fifty Thousand Dollars ($50,000).

6601.39 All family members eighteen (18) years of age and older must sign the family's declaration.

6601.40 DCHA shall not include income from assets in its income calculation unless the total value of all assets is Fifty Thousand Dollars ($50,000) or more.

6601.41 DCHA uses third-party documentation for assets if the total value of all assets is Fifty Thousand Dollars ($50,000) or more, or if DCHA receives information indicating the family's certification of total asset value being less than Fifty Thousand Dollars ($50,000) is incorrect.

6601.42 When HUD requires third-party verification, self-certification, or "tenant declaration," is used as a last resort when DCHA is unable to obtain third-party verification.

6601.43 Self-certification, however, is an acceptable form of verification when:

(a) A source of income is fully excluded; or

(b) Net family assets total Fifty Thousand Dollars ($50,000) or less.

6601.44 If a family member is claiming exemption from the Community Service requirement (see Chapter 73) based on receipt of food stamps, DCHA may require verification of Supplemental Nutrition Assistance Program (SNAP) or food stamps benefits dated within the prior one hundred twenty (120) days.

6601.45 DCHA may opt to follow its policy to implement streamlined regular recertifications for fixed sources of income for self-certification (See Chapter 68).

6601.46 [RESERVED]

6601.47 When information cannot be verified by a third party or by review of documents, family members are required to submit self-certifications attesting to the accuracy of the information they have provided to DCHA;

6601.48 DCHA may require a family to certify that a family member does not receive a particular type of income or benefit;

6601.49 The self-certification must be made in a format acceptable to DCHA and must be signed by the family member whose information or status is being verified.

6601.50 Self-certification is not acceptable for the following:

(a) Social Security/SSI benefits;

(b) Public assistance;

(c) Disability (unless obvious or otherwise known, for reasonable accommodation purposes only);

(d) Unemployment;

(e) Veteran's Administration pension;

(f) Court-ordered child support;

(g) Worker's compensation;

(h) Unreimbursed medical expenses; and

(i) Full-time student status.

6602 VERIFYING FAMILY INFORMATION

6602.1 DCHA requires families to furnish the following verification of legal identity for each

household member:

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers	Certificate of birth
Church issued baptismal certificate	Adoption papers
Current, valid driver's license or Department of Motor Vehicle identification card	Custody agreement
U.S. military discharge (DD 214)	Health and Human Services ID
Current U.S. passport	Certified school records
Current government employer identification card with picture	

(a) If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required;

(b) If none of these documents can be provided and at DCHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a written format acceptable to DCHA and be signed by the family member whose information or status is being verified; and

(c) Legal identity is verified for all applicants at the time of eligibility determination and in cases where DCHA has reason to doubt the identity of a person representing themselves to be a tenant or a member of a tenant family.

6602.2 The family must provide documentation of a valid SSN for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include existing residents who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

6602.3 Note that an individual who previously declared to have eligible immigration status may not change their declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Additionally, the head of household may not opt to remove a household member from the family composition for this purpose.

6602.4 DCHA must accept the following documentation as acceptable evidence of the SSN:

(a) An original SSN card issued by the SSA;

(b) An original SSA issued document, which contains the name and SSN of the individual; and

(c) An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

6602.5 DCHA may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.

6602.6 DCHA shall explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to DCHA within thirty (30) days.

6602.7 If an applicant family includes a child under six (6) years of age who joined the household within the six (6) months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within ninety (90) days.

6602.8 DCHA grants one additional ninety (90) day extension (for a total of one hundred eighty (180) days to submit) if needed for reasons beyond the applicant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

6602.9 When a resident requests to add a new household member who is at least six (6) years of age, or who is under the age of six (6) and has an SSN, the resident must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. DCHA may not add the new household member until such documentation is provided.

6602.10 When a resident requests to add a new household member who is under the age of six (6) and has not been assigned an SSN, the resident must provide the SSN assigned to each new child and the required documentation within ninety (90) calendar days of the child being added to the household.

(a) DCHA grants one additional ninety (90) day extension (for a total of one hundred eighty (180) days to submit) if needed for reasons beyond the resident's control such as delayed processing of the SSN application by the

SSA, natural disaster, fire, death in the family, or other emergency.

(b) Social Security numbers must be verified only once during continuously assisted occupancy unless DHCA has reason to question the accuracy of the information provided.

6602.11 [RESERVED]

6602.12 A birth certificate or other official record of birth is the preferred form of age verification for all family members.

6602.13 For elderly family members an original document that provides evidence of the receipt of Social Security retirement benefits is acceptable.

6602.14 If an official record of birth or evidence of Social Security retirement benefits cannot be provided, DCHA requires the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

6602.15 Age need only be verified once during continuously assisted occupancy unless DCHA has reason to believe the information provided is inaccurate.

6602.16 Applicants and tenants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in Chapter 61.

6602.17 Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

6602.18 If DCHA has reasonable doubts about a marital relationship, DCHA shall require the family to document the marriage with a marriage certificate or other documentation to verify that the couple is married.

6602.19 In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (such as, by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

6602.20 If DCHA has reasonable doubts about a divorce or separation, DCHA shall require the family to provide documentation of the divorce or separation with a certified copy of a divorce decree, signed by a court officer; a copy of a court-ordered maintenance or other court record; or other documentation that shows a couple is divorced or separated.

6602.21 If an adult member who was formerly a member of the household is reported to be

permanently absent, the family must provide evidence to support that the person is no longer a member of the family (such as, documentation of another address at which the person resides such as a lease or utility bill).

6602.22 For foster children and/or foster adults in the household, third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

6602.23 DCHA requires families to provide information about the student status of all students who are eighteen (18) years of age or older. This information is verified only if:

(a) The family claims full-time student status for an adult other than the head, spouse, or cohead; or

(b) The family claims a childcare deduction to enable a family member to further their education.

6602.24 DCHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income.

6602.25 Verification of receipt of disability benefits from the SSA is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions.

6602.26 Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR § 5.403, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

6602.27 For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See Chapter 61. The knowledgeable professional verifies whether the family member does or does not meet the HUD definition.

6602.28 Federal housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons.

6602.29 The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member; this must be signed personally by any family member eighteen (18) or older and by a guardian for minors. Once eligibility to receive assistance has been verified for an individual it

need not be collected or verified again during continuously-assisted occupancy, unless DCHA has reason to believe inaccurate information has been provided.

6602.30 Family members who claim U.S. citizenship or national status are not required to provide additional documentation unless DCHA receives information indicating that an individual's declaration may not be accurate.

6602.31 The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

6602.32 For family members age sixty-two (62) or older who claim to be eligible immigrants, proof of age is required in the manner described in §§ 6602.15-6602.17 of this ACOP. No further verification of eligible immigration status is required.

6602.33 For family members under the age of sixty-two (62) who claim to be eligible immigrants, the family must provide verification of their status, and DCHA must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

6602.34 DCHA follows all USCIS protocols for verification of eligible immigration status.

6603 VERIFYING INCOME AND ASSETS

6603.1 Section 6501 of this ACOP describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This section provides DCHA policies that supplement the general verification procedures specified in § 6601.

6603.2 [RESERVED]

6603.3 Employment verification will be verified according to the verification hierarchy as noted in § 6601. For verification of wages using pay stubs, DCHA requires the most current (as defined in §§ 6601.10 and 6601.26), consecutive pay stubs based on frequency of receipt as follows: four (4) weekly pay stubs, two (2) bi-weekly or semi-monthly pay stubs, and/or two (2) monthly pay stubs. At DCHA's discretion, if additional paystubs are needed due to the family's circumstances (such as, sporadic income and fluctuating schedule), DCHA may request additional paystubs or a payroll record.

6603.4 Business and Self-Employed Income

(a) Business owners and self-employed persons are required to provide:

(1) An audited financial statement for the previous fiscal year if an audit

was conducted. If an audit was not conducted, a profit and loss statement of income must be submitted, and the business owner or self-employed person must certify to its accuracy; and

(2) DCHA reserves the right to request all schedules completed for filing federal and local taxes in the preceding year;

(3) If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

(b) DCHA provides a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person is required to submit the information requested and to certify to its accuracy at all future reexaminations.

(c) At any reexamination DCHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

(d) For self-employment income from a rental property, the family must provide:

(1) A current executed lease for the property that shows the rental amount or certification from the current tenant; and

(2) A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year. DCHA may request additional documentation to verify net rental income.

(e) If a family member has been self-employed less than three (3) months, DCHA shall accept the family member’s certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months DCHA shall require the family to provide documentation of income and expenses for this period and use that information to project income.

6603.5 For policies governing streamlined income determinations for fixed sources of income, please see Chapter 68.

6603.6 Verification requirements for Social Security (SS) and Supplemental Security Income (SSI) benefits differ for applicants and participants.

6603.7 Applicants must provide a copy of their current SS or SSI benefit letter (documents must be dated within the appropriate benefit year; see § 6601.8) for each family

member that receives SS or SSI benefits.

6603.8 For residents, DCHA must obtain information through the EIV system and confirm with the tenant that the current listed benefit amount is correct.

6603.9 If the resident disputes the EIV reported benefit amount, or if benefit information is not available in EIV, DCHA must request a current SSA benefit verification letter (documents must be dated within the appropriate benefit year; see Section § 6601.8) from each family member that receives SS or SSI benefits.

6603.10 Photocopies of Social Security checks or bank statements are not acceptable forms of verification for SS or SSI benefits.

6603.11 If the family reports that it receives child support or alimony payments, whether regular or irregular, DCHA will follow the verification hierarchy to obtain documentation of the frequency and amount of payments received by the family. As needed, DCHA may require verification that such payments are no longer received.

6603.12 Upon HUD approval, DCHA's verification of assets depends on the market value of the family's total assets as described below:

(a) When a family's total assets have a market value of Fifty Thousand Dollars ($50,000) or less, DCHA will use self-certification to verify the market value of the asset. However, DCHA reserves the right to require third-party verification of assets if it has reason to believe the family has unreported or under-reported income or assets; or

(b) When a family's total assets have a market value exceeding Fifty Thousand Dollars ($50,000), DCHA will use its established verification methods to verify the market value of the asset.

6603.13 The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. DCHA needs to verify only those certifications that warrant documentation.

6603.14 DCHA verifies the value of assets disposed of only if:

(a) DCHA does not already have a reasonable estimation of its value from previously collected information; or

(b) The amount reported by the family in the certification appears obviously in error.

6603.15 A detailed discussion of excluded income is provided in § 6503.

6603.16 HUD guidance on verification of excluded income draws a distinction between

income which is fully excluded and income which is only partially excluded.

6603.17 [RESERVED]

6603.18 DCHA accepts the family's self-certification as verification of fully excluded income, except as noted in § 6601.40. DCHA may request additional documentation if necessary to document the income source.

6603.19 [RESERVED]

6603.20 DCHA verifies the source and amount of partially excluded income as described in § 6601 of this chapter.

6603.21 DCHA may check UIV sources or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, Social Security, SSI, earned income, etc. are not being received by families claiming to have zero annual income.

6603.22 For families reporting no income or only income that is excluded, DCHA requires the tenant to complete a zero-income affidavit; DCHA may complete a follow up reexamination within one hundred eighty (180) days.

6604 VERIFYING MANDATORY DEDUCTIONS

6604.1 The dependent and elderly/disabled family deductions require only that DCHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

6604.2 DCHA verifies that the head, spouse, or cohead is fifty-five (55) years of age or older or a person with disabilities.

6604.3 Policies related to medical expenses are found in §§ 6502.7-6502.10. The amount of the deduction is verified following the standard verification procedures described in § 6601.

6604.4 Medical expenses are verified through:

(a) Written third-party documents provided by the family, such as printouts or receipts;

(b) DCHA makes a best effort to determine what expenses from the past are likely to continue to occur in the future.

(c) DCHA also accepts evidence of monthly payments or total payments that shall be due for medical expenses during the upcoming twelve (12) months; and

(d) Written third-party verification forms if the family is unable to provide acceptable documentation.

6604.5 Elderly/disabled families may be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

6604.6 In addition to § 6604.4, DCHA must verify that:

(a) The household is eligible for the deduction;

(b) The costs to be deducted are qualified medical expenses;

(c) The expenses are not paid for or reimbursed by any other source; and

(d) Costs incurred in past years are counted only once.

6604.7 The medical expense deduction is permitted only for households in which the head, spouse, or cohead is at least fifty-five (55) or a person with disabilities.

6604.8 To be eligible for the medical expenses deduction, the costs must qualify as medical expenses as discussed in Chapter 65.

6604.9 [RESERVED]

6604.10 When anticipated costs are related to on-going payment of medical bills incurred in past years, DCHA shall verify:

(a) The anticipated repayment schedule;

(b) The amounts paid in the past; and

(c) Whether the amounts to be repaid have been deducted from the family's annual income in past years.

6604.11 Policies related to disability assistance expenses are found in §§ 6502.11 - 6502.26 The amount of the deduction is verified following the standard verification procedures described in § 6601.

6604.12 Expenses for attendant care are verified through:

(a) Written third-party documents provided by the family, such as receipts or cancelled checks;

(b) Third-party verification form signed by the provider, if family-provided documents are not available; and

(c) If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming twelve (12) months.

6604.13 Expenses for auxiliary apparatus are verified through;

(a) Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that are due for the apparatus during the upcoming twelve (12) months;

(b) Third-party verification form signed by the provider, if family-provided documents are not available; and

(c) If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

6604.14 In addition to §§ 6604.10-12, DCHA must verify:

(a) The family member for whom the expense is incurred is a person with disabilities;

(b) The expense permits a family member, or members, to work; and

(c) The expense is not reimbursed from another source.

6604.15 [RESERVED]

6604.16 To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

6604.17 The family is required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

6604.18 Policies related to childcare expenses are found in Chapter 65. The amount of the deduction for childcare expenses shall be verified following the standard verification procedures described in § 6601. In addition, DCHA must verify that:

(a) The child is eligible for care (twelve (12) or younger);

(b) The costs claimed are not reimbursed;

(c) The costs enable a family member to work, actively seek work, or further their education;

(d) The costs are for an allowable type of childcare; and

(e) The costs are reasonable.

6604.19 To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of thirteen (13). DCHA verifies that the child being cared for (including foster children) is under the age of thirteen (13).

6604.20 The family and the care provider are required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

6604.21 DCHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

6604.22 DCHA may verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

6604.23 The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 65.

(a) DCHA verifies that the type of childcare selected by the family is allowable, as described in Chapter 65;

(b) DCHA verifies that the fees paid to the childcare provider cover only childcare costs (such as no housekeeping services or personal services) and are paid only for the care of an eligible child (for example, prorate costs if some of the care is provided for ineligible family members); and

(c) DCHA verifies that the childcare provider is not an assisted family member. Verification is made through the head of household's declaration of family members who are expected to reside in the unit.

6604.24 Only reasonable childcare costs can be deducted.

(a) The actual costs the family incurs is compared with DCHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable; and

(b) If the family presents a justification for costs that exceed typical costs in the area, DCHA requests additional documentation, as required, to support a determination that the higher cost is appropriate.

Chapter 67, [RESERVED], of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 67 LEASING AND INSPECTIONS

6700 INTRODUCTION

6700.1 This Chapter is divided into three (3) sections as follows:

(a) Section 6701 describes pre-leasing activities and DCHA's policies pertaining to lease execution, lease modification, and payments under the lease;

(b) Section 6702 describes DCHA's policies for inspecting dwelling units; and

(c) Section 6703 describes the criteria for Biennial HQS Inspections.

6700.2 [RESERVED]

6700.3 [RESERVED]

6701 LEASING

6701.1 The Lessee is the member(s) of the eligible family who have signed the Lease.

6701.2 The term of the lease will be for a period of twelve (12) months. The lease will be renewed automatically for another twelve (12) month term, except that DCHA may not renew the lease if the family has violated the community service requirement or unless the lease has been terminated pursuant to Chapter 78.

6701.3 After unit acceptance but prior to occupancy, a DCHA representative shall conduct a lease orientation with the Lessee. The Lessee is required to attend the orientation.

6701.4 When families attend the lease orientation, they are provided with:

(a) A copy of the lease;

(b) A copy of DCHA's grievance procedure;

(c) A copy of the house rules (if applicable for the development);

(d) A copy of DCHA's schedule of maintenance charges;

(e) A copy of "Is Fraud Worth It?" (Form HUD-1141-OIG), which explains the

types of actions a family must avoid and the penalties for program abuse;

(f) A copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by Department of Housing and Urban Development (HUD) as an attachment to Notice PIH 2017-12;

(g) A copy of the form HUD-5380, Violence Against Women Act (VAWA) Notice of Occupancy Rights;

(h) A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking;

(i) A copy of DCHA's smoke free policy;

(j) For units where tenants are responsible for paying utilities, a notice that includes the procedures for requesting relief and DCHA's criteria for granting requests for relief for excess utility surcharges;

(k) The HUD pamphlet on lead-based paint entitled, "Protect Your Family from Lead in Your Home.";

(l) A copy of the Pet Policy located in Chapter 70;

(m) The D.C. Tenant Bill of Rights; and

(n) For units where tenants are responsible for paying utilities, a copy of the schedule of Excess Utility Charges;

6701.5 Topics to be discussed and explained to the head of household at the lease orientation include:

(a) Applicable deposits and all other charges;

(b) Review and explanation of lease provisions;

(c) Unit maintenance requests and work orders;

(d) DCHA's regular and interim reporting requirements;

(e) Review and explanation of occupancy forms;

(f) Community service requirements;

(g) Family choice of rent;

(h) VAWA protections;

(i) Smoke-free policies;

(j) Pet Policy; and

(k) Consequences for any breach of the lease.

6701.6 The lease must be executed by the Lessee and DCHA, except for interim changes to household members and automatic renewals of a lease. The Rent Change letter, which is sent to the Lessee after interim and regular recertification and provides information on changes resulting from the recertification, serves as a supplement to the lease.

6701.7 A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one DCHA unit to another or if there is a new Lessee.

6701.8 The lease will state the composition of the household as approved by DCHA (family members and any DCHA-approved live-in aide).

6701.9 The head of household and spouse or co-head, are required to sign the public housing lease prior to admission. An appointment shall be scheduled for the parties to execute the lease.

6701.10 DCHA will provide the Lessee is a copy of the executed lease and DCHA shall retain a copy in the resident's file.

6701.11 A live-in aide is not a party to the lease, a Lessee, or a family member and is not entitled to DCHA assistance.

6701.12 A live-in aide must sign a live-in aide Acknowledgement Statement form.

6701.13 The live-in aide may be terminated if the household member no longer requires an aide.

6701.14 The lease may be modified at any time by written agreement of the Lessee and an authorized representative of DCHA, except the following changes, which may be executed unilaterally by DCHA:

(a) Any change in rent, either an increase or decrease, shall be stated in a special supplement which shall, upon issuance, become part of the lease;

(b) Changes to implement excess utility charges;

(c) Any revision to reflect change in family composition other than head of household;

(d) Changes to implement Lessee's choice to voluntarily vacate;

(e) Late charges assessed from payment of Rent or utility;

(f) Special supplements to a lease which assesses the amount due under the prior lease;

(g) Changes in the amount of security deposit;

(h) Changes in DCHA's policies, rules and regulations; and

(i) Charges assessed pursuant to the Schedule of Charges posted in the Property Manager's Office.

6701.15 DCHA may modify its lease and lease addenda from time to time. However, DCHA will give the Lessee at least thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. DCHA must also consider any comments before formally adopting a new lease.

6701.16 After proposed changes have been incorporated into the lease, each Lessee must be notified at least sixty (60) days in advance of the effective date of the new lease or lease revision.

6701.17 A Lessee's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy.

6701.18 The Lessee will have thirty (30) days to accept the revised lease. If the Lessee does not accept the offer of the revised lease within that thirty (30) day timeframe, the Lessee's tenancy is terminated for other good cause in accordance with the policies in Chapter 78.

6701.19 When DCHA proposes to modify or revise schedules of special charges or rules and regulations, DCHA will provide at least 30 days' written notice and an opportunity for affected residents to present written comments which will be taken into consideration by DCHA, in accordance with the regulations at 24 CFR § 966.5. DCHA will post a copy of the notice in the property management office and mail and/or deliver a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.

6701.20 DCHA shall require security deposits in accordance with the lease. The amount of the security deposit will not exceed one (1) month's rent.

6701.21 Lessee must pay a security deposit to DCHA at the time of admission. The amount of the security deposit is equal to the family's total tenant payment at the time of

move-in and must be paid in full prior to occupancy.

6701.22 DCHA will retain the security deposit for the period the Lessee occupies the unit. DCHA shall not use the security deposit for rent or other charges while the resident is living in the unit.

6701.23 Within forty-five (45) days of move-out, DCHA shall refund to the Lessee the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and any other charges or amounts due under the lease in accordance with Title 14 DCMR, § 309;

6701.24 In accordance with Title 14 DCMR, § 308.8, DCHA shall not pay any interest on any security deposits.

6701.25 If the Lessee transfers to another unit, the Lessee's security deposit shall be transferred to the transfer unit.

6701.26 If the Lessee was charged for any maintenance or other charges or amounts due for the original unit, those amounts shall be transferred to the new unit and DCHA may require a new security deposit from the Lessee prior to execution of a new lease for the transfer unit.

6701.27 If the Lessee transfers to another unit, whether requested by Lessee or required by DCHA, any consent judgment agreement, settlement agreement, pending cause of action, notice to vacate, notice to cure or vacate or notice of past due rent, or repayment agreement entered into while the Lessee resided at the original unit, shall automatically be transferred to, and become part of, the Lease for the unit to which the Lessee transferred. All prior balances will be transferred to the Lessee's obligations at the transfer unit.

6701.28 The lease will specify the initial amount of the rent at the beginning of the initial lease term, and DCHA must give written notice stating any change in the amount of rent and when the change is effective.

6701.29 The rent is due and payable at DCHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

6701.30 If the Lessee's rent changes, DCHA shall notify the Lessee of the new amount and the effective date by sending a Rent Change letter which becomes a special supplement to the lease.

6701.31 If the Lessee fails to pay the rent by the tenth (10^{th}) day of the month, regardless of whether the tenth (10^{th}) day of the month is a holiday, Saturday, or Sunday, then the Lessee shall be liable for a late charge of five percent (5%) of the monthly rent or

Fifty Dollars ($50.00), whichever is less.

6701.32 The notice of proposed adverse action will identify the specific grounds for the action and inform the Lessee of their right for a hearing under DCHA's grievance procedures.

6701.33 If the Lessee fails to pay the rent by the tenth day of the month, and DCHA has not agreed in writing to accept payment at a later date, DCHA shall serve the Lessee with a thirty (30) day notice of past due rent combined with a notice of intent to file claim.

6701.34 When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of Twenty-Five Dollars ($25.00) or the amount charged by the financial institution, whichever is larger, will be charged to the family.

6701.35 Notice of the availability of procedures for requesting relief (including DCHA representatives with whom initial contact may be made by the Lessee) and DCHA's criteria for granting requests, are included in each notice to residents of changes in surcharges as well as to new residents as part of the lease orientation.

6701.36 If DCHA charges the tenant for maintenance and repair beyond normal wear and tear, the lease will state the basis for the determination of such charges.

6701.37 Schedules of special charges for services and repairs due to damage by the tenant are incorporated in the lease by reference must be publicly posted in a conspicuous manner in the property management office and must be furnished to applicants and tenants upon request.

6701.38 The lease must provide those charges for maintenance and repair beyond normal wear and tear are not due and collectible until two (2) weeks after DCHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action.

6701.39 The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the DCHA grievance procedures.

6701.40 When applicable, families are charged for maintenance and damages according to DCHA's current schedule. Work that is not covered in the schedule is charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable). Charges may include contractor fees for failure to provide access;

(a) Notices of maintenance and damage charges are mailed monthly and are in accordance with requirements regarding notices of adverse actions.

Charges are due and payable fourteen (14) business days after billing.

(b) Nonpayment of maintenance and damage charges is a serious violation of the lease and is grounds for eviction.

6701.41 DCHA's minimum heating standards are as follows: DCHA shall comply with the requirements of the District Housing Code § 500, et seq. and applicable DC Property Maintenance Codes (such as 12 DCMR § 602 and 12 DCMR § 608.1) relating to heating and cooling requirements.

6702 INSPECTIONS

6702.1 This section contains DCHA's policies governing inspections, notification of unit entry, and inspection results.

6702.2 The lease will require DCHA and the Lessee to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by DCHA and the Lessee, must be provided to the Lessee and retained in the resident file.

6702.3 Lessee must attend the initial inspection and sign the inspection form.

6702.4 DCHA will inspect the unit at the time the resident vacates the unit and must allow the Lessee to participate in the inspection if they wish, unless the tenant vacates without notice to DCHA. DCHA must provide to the Lessee a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

6702.5 The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

6702.6 When applicable, DCHA provides the Lessee with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within fifteen (15) business days of conducting the move-out inspection.

6702.7 Annually, DCHA will self-inspect its properties, including all units, to ensure units are maintained in accordance with NSPIRE standards in 24 CFR § 5.703.

6702.8 As part of the self-inspection process, DCHA will ensure that deficiencies previously cited and repaired as a result of an NSPIRE inspection have not subsequently failed.

6702.9 DCHA will maintain the results of self-inspections for three (3) years and must provide the results to HUD upon request.

6702.10 Supervisory quality control inspections are conducted in accordance with DCHA's

maintenance plan.

6702.11 DCHA staff may access the unit in order to conduct a special inspection for any of the following reasons:

(a) Housekeeping;

(b) Unit condition;

(c) Suspected lease violation;

(d) Preventive maintenance;

(e) Routine maintenance; and

(f) There is reasonable cause to believe an emergency exists.

6702.12 Building exteriors, grounds, common areas and systems are inspected according to DCHA's maintenance plan.

6702.13 DCHA may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing.

6702.14 DCHA shall notify the Lessee in writing at least forty-eight (48) hours prior to any non-emergency inspection;

6702.15 For regular inspections, DCHA will provide the Lessee at least forty-eight (48) hours written notice of the inspection to allow the family to prepare the unit for the inspection;

6702.16 Except for emergencies, entry for repairs requested by the Lessee will follow forty-eight (48) hours' written notice, unless the family waives that timeframe;

6702.17 Except for emergencies, DCHA staff shall not enter the dwelling unit to perform inspections or repairs where a pet resides unless accompanied for the entire duration of the inspection by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Chapter 70.

6702.18 Except for emergencies, management shall not enter the dwelling unit to perform inspections or repairs when a minor child is alone in the premises.

6702.19 DCHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, DCHA must leave a written statement showing the date, time, and purpose of the entry prior to leaving the

dwelling unit.

6702.20 Failure to provide access for an inspection after proper notice is a violation of the lease. If the Lessee changes or adds a lock to the premises, the Lessee must provide a key to DCHA within twenty-four (24) hours of the change.

6702.21 The Lessee is required to be present for move-in inspections. There is no such requirement for other types of inspections. The Lessee may attend the inspection if they wish.

6702.22 If no one is at home for an annual inspection, the inspector shall enter the unit, conduct the inspection, and provide the Lessee with a copy of the inspection report within forty-eight (48) hours of the conducted inspection.

6702.23 DCHA will maintain safe and habitable dwelling units and make necessary repairs to dwelling units in accordance with the regulations at 24 CFR § 966.4(e). Under NSPIRE, DCHA must correct all life-threatening or severe deficiencies within twenty-four (24) hours.

6702.24 If DCHA cannot make repairs within a reasonable period of time, DCHA must offer the Lessee standard alternative accommodations.

6702.25 If DCHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage.

6702.26 Rent shall not be abated if the damage was caused by a household member or guest, the Lessee failed to report the violation, or if the resident rejects the alternative accommodations.

6702.27 If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the Lessee must immediately notify the DCHA of the damage, and DCHA must make repairs within a reasonable time frame.

6702.28 DCHA will correct deficiencies resulting in a non-emergency work order identified during a DCHA-conducted inspection within fifteen (15) business days of the inspection date. If DCHA is unable to make repairs within that period due to circumstances beyond DCHA's control (for example, required parts or services are not available, or due to weather conditions) DCHA will notify the family of an estimated date of completion. The Lessee must allow DCHA access to the unit to make repairs.

6702.29 Except for emergencies, DCHA staff shall not enter the dwelling unit to perform repairs where a pet resides unless accompanied for the entire duration of the repair by the pet owner designated by the Lessee in accordance with the pet policies in Chapter 70.

6702.30 Damages to the unit beyond wear and tear are billed to the Lessee in accordance with the policies in Chapter 67.

6702.31 Repeated or excessive damages to the unit beyond normal wear and tear are considered a serious or repeated violation of the lease.

6702.32 Families must keep the unit in a clean and safe condition and dispose of all garbage, rubbish and other waste in a sanitary and safe manner.

6702.33 DCHA considers a unit unclean or unsafe if it contains fire or other hazards (including but not limited to conditions created by the household or their guests that encourage insect or rodent infestation or that increase the insurance obligations of the property) or clutter that in DCHA's sole discretion affects or may affect the health and safety of the dwelling unit or on the premises. In these instances, DCHA may provide proper notice of a lease violation to the Lessee.

6702.34 A reinspection will be conducted within thirty (30) calendar days to confirm that the family has complied with the requirement to abate the problem.

6702.35 Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 78.

6702.36 Notices of lease violation are also issued to the Lessee if any member of the family purposely disengage the unit's smoke detector or carbon monoxide alarm. Only one warning will be given. A second incidence will result in lease termination.

6702.37 During an NSPIRE inspection, REAC inspectors will inspect areas and associated items or components that are listed in the regulations as affirmative requirements and those included within the NSPIRE standards.

6702.38 DCHA will provide all residents with at least seven (7) days' notice of an NSPIRE inspection. Notice will be provided through multiple communication methods, including by posted notice on each resident's door and through email where applicable. All materials, notices, and communications to families regarding the inspection will be clearly communicated and provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act (Section 504) and HUD's Section 504 regulation, and Titles II or III of the Americans with Disabilities Act (ADA) and implementing regulations.

6702.39 DCHA will correct all Life-Threatening and Severe deficiencies within twenty-four (24) hours. Correcting the deficiency means DCHA will resolve or sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents or the hazard is blocked until permanent repairs can be completed. A correction could include controlling or blocking access to the hazard by performing a temporary relocation of the resident while repairs are made.

6702.40 While DCHA will complete all repairs expeditiously, if a permanent repair is not possible within twenty-four (24) hours, DCHA will correct the deficiency by performing an interim repair to remove the health and safety hazard. If the correction is temporary or professional services or materials are unavailable within twenty-four (24) hours, DCHA will provide a target date for permanent correction. Such interim repairs will be fully completed within a reasonable timeframe approved by HUD.

6702.41 The family must allow DCHA access to the unit to make repairs, subject to notification requirements in § 6702.16.

6702.42 If DCHA is unable to make repairs within the periods identified in the NSPIRE standards due to circumstances beyond DCHA's control (e.g., required parts or services are not available, weather conditions), DCHA will provide HUD with a timeframe for completing permanent repairs and obtain HUD approval. DCHA will also notify the family of an estimated date of completion.

6703 SMOKING POLICY

6703.1 In accordance with the HUD requirements at 24 CFR § 965.653, and PIH Notice 2017-03, DCHA has implemented smoke-free policies.

6703.2 The DCHA smoking policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

6703.3 Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures.

6703.4 Smoking is also prohibited in outdoor areas within twenty-five (25) feet from public housing and administrative office buildings.

6703.5 Possession of Prohibited Products is also prohibited in the areas listed in § 6703.3 and § 6703.4.

6703.6 DCHA is not a guarantor of a smoke-free environment. DCHA is not required to take steps in response to smoking unless it has actual knowledge of the smoking and the identity of the responsible resident.

6703.7 Lease Violation. Residents are responsible for the actions of their household, their guests, and visitors. Repeated failures to adhere to conditions in §§ 6703.3- 6703.6 will constitute both a material non-compliance with the lease agreement and a serious violation of the Lease Agreement. In addition, resident will be responsible

for all costs to remove smoke odor or residue upon any violation of this section.

6703.99 Definitions.

The term "Prohibited Products" include paraphernalia such as water pipes or hookahs.

The term "smoking" means:

(a) Inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product in any manner or in any form.

(b) Inhaling, exhaling, breathing, carrying, or possessing any Electronic Nicotine Delivery Systems (ENDS) which includes e-cigarettes, nicotine inhalers, and vaping devices.

(c) Any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited marijuana product in any manner or any form, including medical marijuana.

Chapter 68, [RESERVED], of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 68 REEXAMINATIONS

6800 INTRODUCTION

6800.1 DCHA is required to reexamine each family's income and composition periodically, and to adjust the family's rent accordingly.

6800.2 The frequency with which the DCHA must reexamine the income and composition of a family depends on whether the family pays income-based rent or flat rent. HUD requires DCHA to offer all families the choice of paying income-based rent or flat rent at least annually. DCHA's policies for offering families a choice of rents is located in Chapter 65.

6800.3 This Chapter 68 discusses reexaminations in the following matter:

(a) Section 6801 describes regular reexaminations for Families Paying Income Based Rents. This section discusses the requirements for biennial or triennial (as applicable) reexamination of income and family composition. Full reexaminations are conducted at least once every two (2) or three (3) (as applicable) years for families paying income-based rents;

(b) Section 6802 describes Reexaminations for Families Paying Flat Rents.

This section contains the DCHA's policies for conducting full reexaminations of family income and composition for families paying flat rents. These full reexaminations are conducted at least once every three (3) years. This section also contains DCHA's policies for conducting annual updates of family composition for flat rent families;

(c) Section 6803 describes Interim Reexaminations. This section includes HUD requirements and DCHA policies related to when a family may and must report changes that occur between regular reexaminations; and

(d) Section 6804 describes Recalculating Tenant Rent. After gathering and verifying required information for a regular or interim reexamination, DCHA must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 65, this section describes the policies that affect these calculations during a reexamination.

6800.4 Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this ACOP, apply to annual and interim reexaminations.

6801 REGULAR REEXAMINATIONS FOR FAMILIES PAYING INCOME BASED RENTS

6801.1 For those families who choose to pay income-based rent, DCHA will conduct a reexamination of income and family composition at least biennially, according to their approved MTW initiative. However, DCHA conducts reexaminations at least triennially for elderly or disabled families who have a fixed income.

6801.2 For families who choose flat rents, DCHA will conduct a reexamination of family composition at least annually and will conduct a reexamination of family income at least once every three (3) years. Policies related to the reexamination process for families paying flat rent are located in § 6802.

6801.3 For all residents of public housing, whether those residents are paying income-based or flat rents, DCHA must conduct an annual review of community service requirement compliance.

6801.4 DCHA is required to obtain all of the information necessary to conduct reexaminations.

6801.5 Families are required to provide current and accurate information on income, assets, allowances and deductions, household composition and community service compliance as part of the reexamination process.

6801.6 [RESERVED]

6801.7 [RESERVED]

6801.8 [RESERVED]

6801.9 [RESERVED]

6801.10 [RESERVED]

6801.11 [RESERVED]

6801.12 [RESERVED]

6801.13 DCHA schedules reexaminations to coincide with the family's anniversary date. DCHA begins the reexamination process approximately one hundred twenty (120) days in advance of the scheduled effective date.

6801.14 "Anniversary date" is defined as twenty-four (24) months from the effective date of the family's last reexamination (for families required to recertify biennially); or, during a family's first year in the program, from the effective date of the family's initial examination (admission); or thirty-six (36) months from the effective date of the family's last reexamination (for families required to recertify triennially).

6801.15 If the family transfers to a new unit, DCHA shall perform a new reexamination, and the anniversary date shall be changed.

6801.16 DCHA may also schedule a reexamination for completion prior to the anniversary date for administrative purposes.

6801.17 Families generally are required to participate in the reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact DCHA to request a reasonable accommodation pursuant to Chapter 61.

6801.18 Notification of reexamination interviews are sent by first-class mail or by email and contain the date, time, and location of the interview. Notification shall inform the family of the information and documentation that must be brought to the interview.

6801.19 If the family is unable to attend a scheduled interview, the family must contact DCHA in advance of the interview to schedule a new appointment.

6801.20 In all circumstances, if a family does not attend the scheduled interview DCHA sends a second notification with a new interview appointment time.

6801.21 If a family fails to attend two (2) scheduled interviews without DCHA approval, the family is in violation of their lease and may be terminated in accordance with

the policies in Chapter 78.

6801.22 An advocate, interpreter, or other assistant may assist the family in the reexamination interview process.

6801.23 The terms of the public housing lease require the family to furnish information regarding income and family composition as may be necessary for the redetermination of rent, eligibility, and the appropriateness of the housing unit.

6801.24 Families are asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information includes but is not limited to a DCHA-designated reexamination form, as well as supporting documentation related to the family's income, expenses, and household composition.

6801.25 Any required documents or information that the family is unable to provide at the time of the interview or any stated deadline must be provided within ten (10) business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

6801.26 If the family does not provide the required documents or information within the required time frame (plus any extensions), the family is in violation of their lease and will be subject to termination in accordance with the policies in Chapter 78.

6801.27 The information provided by the family generally must be verified in accordance with the policies in Chapter 66. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

(a) Legal identity;

(b) Age;

(c) Social Security numbers;

(d) A person's disability status; and

(e) Citizenship or immigration status.

6801.28 Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. DCHA may use the results of the annual reexamination to require the family to move to an appropriate size unit. Policies related to such transfers are located in Chapter 77.

6801.29 Information obtained through criminal background checks may be used for lease

enforcement and eviction. Criminal background checks of residents may be conducted in DCHA's sole discretion.

6801.30 Each household member age eighteen (18) and over is required to sign a consent form for a criminal background check as part of the reexamination process.

6801.31 At the reexamination, as part of the recertification questionnaire, DCHA asks whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. DCHA uses the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

6801.32 DCHA proposes to terminate assistance based on lifetime sex offender registration information, DCHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination in accordance with Chapter 78.

6801.33 For families who include nonexempt individuals, DCHA must determine compliance with community service requirements once each twelve (12) months in accordance with Chapter 73.

6801.34 As part of the biennial/triennial reexamination process, DCHA must make appropriate adjustments in the rent after consultation with the family and upon verification of the information.

(a) In general, an increase in the tenant rent that results from a reexamination shall take effect on the family's anniversary date, and the family shall be notified at least thirty (30) days in advance.

(1) If less than thirty (30) days remain before the scheduled effective date, the increase shall take effect on the first of the month following the end of the thirty (30) day notice period;

(2) If DCHA chooses to schedule a reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date shall be determined by DCHA, but shall always allow for the thirty (30) day notice period; and

(3) If the family causes a delay in processing the reexamination, *increases* in the tenant rent is applied retroactively to the scheduled effective date of the annual reexamination. The family is responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 81.

(b) In general, a *decrease* in the tenant rent that results from a reexamination shall take effect on the family's anniversary date.

(1) If DCHA chooses to schedule a reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date shall be determined by DCHA's discretion.

(2) If the family causes a delay in processing the regular reexamination, *decreases* in the tenant rent shall be applied prospectively, from the first day of the month following completion of the reexamination processing.

(c) Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by DCHA by the date specified, and this delay prevents DCHA from completing the reexamination as scheduled.

6802 REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS

6802.1 DCHA's policies for offering families a choice of rents are located in Chapter 65.

6802.2 For families who choose flat rents, DCHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three (3) years.

6802.3 As it does for families that pay income-based rent, DCHA must also review compliance with the community service requirement for families with nonexempt individuals.

6802.4 This section contains DCHA's policies for conducting reexaminations of families who choose to pay flat rents. However, for flat rent families who become over-income, this policy will not apply; see § 6805 for DCHA's over-income policy.

6802.5 For families paying flat rents, DCHA conducts a reexamination of family composition and compliance with the community service requirement once every year. This is referred to as an "annual update".

6802.6 In conducting full reexaminations for families paying flat rents, DCHA follows the policies used for reexamination of families paying income-based rent, but triennially.

6802.7 [RESERVED]

6802.8 [RESERVED]

6802.9 [RESERVED]

6802.10 In scheduling the annual update, DCHA follows the policy used for scheduling the

reexamination of families paying income-based rent.

6802.11 The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition.

6802.12 Generally, the family is not required to attend an interview for an annual update. However, if DCHA determines that an interview is warranted, the family may be required to attend.

6802.13 Notification of the annual update is sent by first-class mail or email and informs the family of the information and documentation that must be provided to DCHA.

6802.14 The family has ten (10) business days to submit the required information to DCHA. If the family is unable to obtain the information or documents within the required time frame, the family may request an extension. DCHA accepts required documentation by mail, by email, or in person.

6802.15 If the family's submission is incomplete, or the family does not submit the information in the required time frame, DCHA shall send a second written notice to the family. The family has ten (10) business days from the date of the second notice to provide the missing information or documentation to DCHA.

6802.16 If the family does not provide the required documents or information within the required time frame (plus any extensions), the family is in violation of their lease and may be terminated in accordance with the policies in Chapter 78.

6802.17 Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 77.

6802.18 Information obtained through criminal background checks may be used for lease enforcement and eviction. Criminal background checks of residents are conducted in accordance with Chapter 78.

6802.19 Each household member age eighteen (18) and over are required to execute a consent form for criminal background check as part of the annual update process.

6803 INTERIM REEXAMINATIONS

6803.1 Family circumstances may change during the period between reexaminations. Section 6803 defines the types of information about changes in family circumstances that must be reported, and under what circumstances DCHA must process interim reexaminations to reflect those changes. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted. DCHA is also able to conduct interim reexaminations of income or family composition at any time.

6803.2 [RESERVED]

6803.3 Section 6803 includes HUD and DCHA policies that describe the changes families are *required* to report, the changes families *may choose* to report, and how DCHA processes both DCHA- and family-initiated interim reexaminations.

6803.4 Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 77.

6803.5 All families, those paying income-based rent as well as flat rent, must report all changes within thirty (30) calendar days in family and household composition that occur between reexaminations (or annual updates). Changes may be reported in writing by mail, email, or in-person.

6803.6 DCHA conducts interim reexaminations to account for any changes in household composition that occur between regular reexaminations.

6803.7 The addition of a family member as a result of birth, adoption, or court-awarded custody does not require DCHA approval. However, the family is required to promptly notify the DCHA of the addition.

6803.8 The family must inform DCHA of the birth, adoption, or court-awarded custody of a child within thirty (30) calendar days.

6803.9 With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request DCHA approval to add a new family member or other household member (live-in aide, foster child, or foster adult).

6803.10 Families must request DCHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than ten (10) consecutive days or a total of thirty (30) cumulative calendar days during any twelve (12) month period and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by DCHA prior to the individual moving into the unit.

6803.11 DCHA will not approve the addition of a new family or household member unless the individual meets DCHA's eligibility criteria (see Chapter 62) and documentation requirements (See Chapter 66 and § 6702).

6803.12 If DCHA determines that an individual does not meet DCHA's eligibility criteria or documentation requirements, DCHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

6803.13 DCHA makes its determination within a timely period of receiving all information required to verify the individual's eligibility.

6803.14 If a household member ceases to reside in the unit, the head of household must inform DCHA in writing of the change by mail, email, or in person within thirty (30) calendar days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

6803.15 DCHA may initiate an interim reexamination as a result of measures undertaken to detect errors and program abuse described in § 8001.4. Additionally, an interim reexamination may occur when the family reports a change.

6803.16 Families paying flat rent are not required to report changes in income or expenses.

6803.17 DCHA conducts interim reexaminations in each of the following instances:

(a) For families receiving the Earned Income Disallowance (EID), DCHA conducts an interim reexamination at the conclusion of the twenty-four (24) month eligibility period or effective 1/1/2026, whichever is first;

(b) If the family has reported zero income, DCHA may conduct an interim reexamination every six (6) months as long as the family continues to report that they have no income;

(c) If at the time of the reexamination, it is not feasible to anticipate a level of income for the next twelve (12) months, DCHA shall schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income; and

(d) DCHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

6803.18 DCHA will not perform an interim reexamination when a family reports within the required timeframe an increase in income within three (3) months of their regular recertification effective date.

6803.19 Income changes that require interim reexaminations:

(a) [RESERVED];

(b) DCHA only conducts interim reexaminations for families that qualify for the earned income disallowance (EID), and only when the EID family's rent changes as a result of the increase. In all other cases, DCHA notes the information in the tenant file but shall not conduct an interim reexamination; and

(c) Families are not required to report any other changes in income or expenses between recertifications or reexaminations. Any increase in income shall only be included in the determination or annual household income at the next recertification.

6803.20 The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination. DCHA must process the request if the family reports and provides verification of a change that results in a reduced family income.

6803.21 If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent is not reduced. For more information regarding the requirement to impute welfare income see Chapter 65.

6803.22 If a family reports a change that it was not required to report and that would result in an increase in the tenant rent, DCHA notes the information in the tenant file but shall not conduct an interim reexamination.

6803.23 If a family reports a change that it was not required to report and that would result in a decrease in the tenant rent, DCHA conducts an interim reexamination.

6803.24 Families may report changes in income or expenses at any time in accordance with the following:

(a) The family may notify DCHA of changes in writing by mail, email, or in person.

(b) Generally, the family is not required to attend an interview for an interim reexamination. However, if DCHA determines that an interview is warranted, the family may be required to attend.

(c) Based on the type of change reported, DCHA determines the documentation the family is required to submit.

(d) The family must submit any required information or documents within ten (10) calendar days of receiving a request from DCHA.

(e) This time frame may be extended for good cause with DCHA approval.

(f) DCHA accepts required documentation by mail, by email, or in person.

6803.25 DCHA must make the interim reexamination within a reasonable time after the family request.

6803.26 If the family reports a change in family income or composition timely:

(a) For rent increases, DCHA must provide the family with thirty (30) days advance notice. The rent increase is effective the first of the month after the end of that thirty (30) day notice period.

(b) Rent decreases are effective on the first month after the change.

6803.27 If the family failed to report a change in family income or composition timely:

(a) For rent increases, DCHA must implement any resulting rent increases retroactively to the first (1st) of the month following the date of the change.

(b) For rent decreases, DCHA will apply the decrease the first (1st) of the month following completion of the interim reexamination.

6804 RECALCULATING TENANT RENT

6804.1 For those families paying income-based rent, DCHA must recalculate the rent amount based on the income information received during the reexamination process and notify the family of the changes.

6804.2 The tenant rent calculations must reflect any changes in DCHA's utility allowance schedule. Chapter 81 discusses how utility allowance schedules are established.

6804.3 Unless DCHA is required to revise utility allowances retroactively, revised utility allowances are applied to a family's rent calculations at the first annual reexamination after the allowance is adopted.

6804.4 The public housing lease requires DCHA to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective.

6804.5 When DCHA redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of DCHA's schedule of Utility Allowances for families in DCHA's Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, DCHA must notify the tenant that the tenant may ask for an explanation stating the specific grounds of DCHA determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the DCHA's grievance procedure.

6804.6 During an annual or interim reexamination, DCHA may discover information previously reported by the family was in error or that the family intentionally misrepresented information.

6804.7 When errors resulting in the overpayment or underpayment of rent are discovered, corrections are made in accordance with the policies in Chapter 80.

6805 OVER-INCOME FAMILIES

6805.1 An "over-income family" is defined as a family with an annual income which exceeds the over-income limit. The over-income limit is calculated by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR § 5.603(b), by a factor of 2.4. The over-income rule applies to all public housing program families, including families in the Family Self-Sufficiency (FSS) program, families receiving the Earned Income Disallowance, and families paying flat rent.

6805.2 If the family's income has exceeded the over-income limit for twenty-four (24) consecutive months, DCHA will terminate the family in accordance with the regulations at 24 CFR § 960.507(d).

6805.3 If an over-income family experiences a decrease in income during the twenty-four (24) month grace period, the family may request an interim reexamination in accordance with DCHA policy.

6805.4 If a previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the reexamination. In such instances, DCHA will notify the family in writing that they are no longer considered over-income and that the over-income policies no longer apply to them.

6805.5 If a family's income later exceeds the over-income limit again, the family will be entitled to a new twenty-four (24) month grace period.

6805.6 At a regular or interim reexamination, if a family's annual income exceeds the applicable over-income limit, DCHA will document the family file and begin tracking the family's over-income status. At this time, DCHA will notify the family in writing that:

(a) They have been determined to be over-income;

(b) If they continue to be over-income for twenty-four (24) consecutive months (twenty-four (24) month grace period), the family's assistance will be terminated; and

(c) They may request a hearing within a reasonable timeframe if they dispute the determination that they are over-income.

6805.7 Over-income families will be placed on an annual reexamination frequency beginning with the first regular or interim recertification in which the family exceeds the over-income limit. If a family is determined to be over-income at an

interim recertification, DCHA will process an annual recertification for the family at that time, and reset the family's reexamination date to be effective twelve (12) months from the effective date of that transaction.

6805.8 If DCHA determines the family's annual income continues to exceed the applicable over-income limit for twelve (12) consecutive months, DCHA will notify the family, in writing, that:

(a) Their income continues to exceed the over-income limit;

(b) If their income exceeds the over-income limit for an additional twelve (12) months, the family's assistance will be terminated; and

(c) They may request a hearing if they dispute the determination that they are over-income.

6805.9 If DCHA determines the family's income has exceeded the applicable over-income limit for twenty-four (24) consecutive months, DCHA will notify the family in writing of this determination.

6805.10 The notice in § 6805.9 will inform the family that they have exceeded the over-income limit for twenty-four (24) consecutive months and state that the family's assistance will be terminated within six (6) months, in accordance with requirements outlined in § 7804. As with the prior notices, the final notice will also inform the family of their opportunity to dispute DCHA's determination that they have exceeded the over-income limit in accordance with the regulations at 24 CFR § 960.507(c)(3)(iii).

6805.11 During the period between this notice and termination, the family:

(a) Will continue to pay their choice of rent (income-based rent, flat rent or prorated rent for mixed income families); and

(b) Is permitted to request an interim reexamination during the period between notice and termination.

6805.12 The interim reexamination in § 6805.11 will not enable the family to avoid termination after the twenty-four (24) month grace period has elapsed; DCHA will proceed with termination regardless of whether the interim reexamination may be due to loss of income.

6805.13 DCHA will report to HUD each year the number of over-income families living in public housing and the number of families on its waiting list.

6805.14 The report in § 6805.13 will specify as of the end of the calendar year, the number of families residing in public housing with incomes exceeding the over-income

limit and the number of families on the waiting lists for admission to public housing projects. These reports will be publicly available.

6805.15 The number of families residing in public housing with incomes exceeding the over-income limitation will include the number of families in the twenty-four (24) month grace period, those that are in the period before termination, and any other information regarding over-income families requested by HUD.

6805.16 DCHA will report annually on the number of families on waiting lists for admission to public housing.

6805.17 Waiting list data referenced in § 6805.16 will include all public housing waiting lists with duplicates removed and will be current as of December 31 of the previous calendar year.

Chapter 70, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 70 ASSISTANCE ANIMALS AND PETS

7000 INTRODUCTION

This Chapter governs DCHA's policies on the keeping of pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of DCHA to provide a decent, safe, and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of DCHA.

7000.1 The chapter is organized as follows:

(a) Assistance animals. Section 7001 explains the difference between assistance animals, including service and support animals, and pets, and contains policies related to the designation of an assistance animal as well as their care and handling;

(b) Care of assistance animals and pets. Section 7002 discusses requirements for the care of animals in their units.

(c) Pet policies for all developments. Section 7003 includes pet policies that are common to both elderly/disabled developments and general occupancy developments; and

(d) Pet deposits and fees. Section 7004 contains policies for pet deposits and fees that are applicable to developments with distinctions between elderly/disabled and general occupancy developments.

7001 ASSISTANCE ANIMALS

7001.1 DCHA will use HUD's Division of Fair Housing and Equal Opportunity (FHEO) published Notices as guidance in its assistance animals policy.

7001.2 There are two (2) types of assistance animals:

(a) Service animals; and

(b) Support animals, which are other animals that do work, perform tasks, provide assistance, or provide therapeutic emotional support for individuals with disabilities.

7001.3 Assistance animals, including service and support animals, are not pets and thus are not subject to DCHA's pet policies described in §§ 7002-7003.

7001.4 Under the Americans with Disabilities Act (ADA), a "service animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition.

7001.5 The work or tasks performed by a service animal must be directly related to the individual's disability.

7001.6 [RESERVED]

7001.7 A service animal must be permitted in all areas of the facility where members of the public are allowed.

7001.8 If the animal does not qualify as a service animal, DCHA will next determine whether the animal would qualify as a support animal (a type of assistance animal).

7001.9 If the individual is requesting to keep a unique animal not commonly kept in households, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal. Such individuals are encouraged to submit documentation from a health care professional.

7001.10 A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and their need for the animal.

7001.11 [RESERVED]

7001.12 [RESERVED]

7001.13 [RESERVED]

7001.14 DCHA may refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through the actions the individual takes to maintain or control the animal (e.g., keeping the animal in a security enclosure).

7001.15 DCHA will use the decision-making process in Notice FHEO 2020-01 or subsequent applicable notice with respect to the reasonable accommodation policies in Chapter 61 for all requests for exceptions or modifications to DCHA's rules, policies, practices, and procedures so that persons with disabilities may have assistance animals in the housing where they reside.

7001.16 For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog's services.

7001.17 For an animal to be excluded from the pet policy and be considered a support animal, there must be:

(a) a person with disabilities in the household;

(b) a disability-related need for the animal; and

(c) the family must request and DCHA approve a reasonable accommodation in accordance with the criteria outlined in Notice FHEO 2020-01 (or subsequent applicable notice) and the policies contained in Chapter 61.

7002 CARE OF ASSISTANCE ANIMALS AND PETS

7002.1 DCHA residents shall have the following responsibilities with respect to their assistance animals and pets, as applicable:

(a) Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals and pets. A resident may do this on their own or with the assistance of family, friends, volunteers, or service providers;

(b) Residents must care for assistance animals and pets in a manner that complies with state and local laws, including anti-cruelty laws;

(c) Residents must ensure that assistance animals and pets do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents;

(d) When a resident's care or handling of an assistance animal and/or pet violates these policies, DCHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the DCHA determines that no such accommodation can be made, DCHA may withdraw the approval of a particular assistance animal or pet;

(e) Residents shall be responsible for paying for services related to any assistance animal or pet-related rodent or insect infestation, as well as any assistance animal or pet-related property damage, in their unit. The resident shall keep the apartment in a sanitary condition at all times and is responsible for keeping the surrounding areas free of animal odors, waste, and litter;

(f) The resident shall store all assistance animal or pet food in sealed containers; and

(g) The resident shall be responsible for ensuring the rights of other residents to peace and quiet enjoyment, health, and safety are not infringed upon or diminished by an assistance animal's or pet's noise, odors, waste or other nuisance.

7003 PET POLICIES FOR ALL DEVELOPMENTS

7003.1 Section 7003 contains the following pet policies that apply to all developments:

(a) Residents may obtain approval from DCHA for up to two (2) pets;

(b) The pet(s) must have been registered by a licensed veterinarian or district/local authority;

(c) The registration must be renewed annually, and the resident must pay a pet deposit;

(d) The pet(s) must meet the requirements in the updated house rules.

(e) Residents who have maintained pets prior to January 2024 will be allowed to keep up to two (2) pets as long as

(1) The animal has been registered by a licensed veterinarian or district/local authority;

(2) The animal registration must be renewed annually;

(3) The resident pays a pet deposit; and

(4) The resident meets the updated house rules.

(f) Pets must be registered with DCHA before they are brought onto the premises;

(g) Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free and, for dogs, documentations that the dog has been licensed with the District Department of Health in accordance with § 8-1804;

(h) The registration must be renewed annually and shall be coordinated with the annual reexamination date; and

(i) Pets shall not be approved to reside in a unit until completion of the registration requirements.

7003.2 DCHA shall refuse to register a pet if:

(a) The pet is not "a common household pet" as defined in § 7002.9(a) below;

(b) Keeping the pet would violate any pet restrictions listed in this Chapter;

(c) The pet owner fails to provide complete pet registration information, or fails to update the registration annually; and

(d) DCHA reasonably determines that the pet owner is unable to keep the pet in compliance with the house rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

7003.3 If DCHA refuses to approve a pet, a written notification shall be sent to the pet owner within ten (10) business days of DCHA's decision.

7003.4 The notice in § 7003.3 shall state the reason for refusing to register the pet and informs the family of their right to appeal the decision in accordance with DCHA's public housing grievance policy in accordance with Chapter 79.

7003.5 Residents who have been approved to have a pet must enter into a pet agreement with DCHA, or the approval of the pet shall be withdrawn.

7003.6 The pet agreement is the resident's certification that they have received a copy of DCHA's pet policy or applicable house rules, that they have read the policies or rules, understand them, and agree to comply with them.

7003.7 The resident further certifies by signing the pet agreement that they understand that noncompliance with DCHA's pet policy and applicable house rules may result in

the withdrawal of DCHA approval of the pet or termination of tenancy.

7003.8 DCHA will not require pet owners to obtain or carry liability insurance.

7003.9 DCHA's definitions related to common household pets are:

(a) "Common household pet" means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

(b) "Animals" that are not considered common household pets include but is not limited to the following:

(1) Reptiles;

(2) Rodents;

(3) Insects;

(4) Arachnids;

(5) Wild animals or feral animals;

(6) Pot-bellied pigs; or

(7) Animals used for commercial breeding.

(c) The following animals are not permitted as pets:

(1) Any animal whose adult weight exceeds twenty-five (25) pounds;

(2) Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations; and

(3) Any animal not permitted under District law or code.

7003.10 The following are limitations on the amount of pets:

(a) Subject to the conditions set forth in § 7002.1(d), residents may own a maximum of two (2) pets;

(b) In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to twenty (20) gallons. A tank/aquarium counts as one (1) pet.

7003.11 The following are resident responsibilities regarding the registration of a pet:

(a) Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within thirty (30) days of the pet reaching six (6) months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary;

(b) Pets must be licensed in accordance with District law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's reexamination; and

(c) Execute and abide by the pet policy lease addendum providing for the proper care and maintenance of the animal and the unit in accordance with DCHA rules and policies. Failure to abide by the pet policy will be considered a violation of the lease.

7003.12 A resident has the following duties regarding pet care and maintenance:

(a) Pet owners must maintain pets responsibly, in accordance with DCHA policies, and in compliance with applicable District public health, animal control, and animal cruelty laws and regulations, including vaccination (§ 8-1803), licenses and fees (§ 8-1804), and prohibited conduct (§ 8-1808);

(b) Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must be under the control of the resident or other responsible individual at all times;

(c) Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit;

(d) Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building; and

(e) Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

7003.13 DCHA may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

7003.14 DCHA may direct initial tenant moves as may be necessary to establish pet and no-pet areas. DCHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area.

DCHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

7003.15 [RESERVED]

7003.16 A resident has the following duties to mitigate waste and smells:

(a) The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by DCHA;

(b) The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times; and

(c) Litter box requirements:

(1) Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner;

(2) Litter shall not be disposed of by being flushed through a toilet; and

(3) Litter boxes shall be kept inside the resident's dwelling unit.

7003.17 The following are restrictions on pet modifications to the unit:

(a) Pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal; and

(b) Installation of pet doors is prohibited.

7003.18 Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

7003.19 Other pet requirements include:

(a) Each pet owner shall be responsible for adequate care, nutrition, exercise, and medical attention for their pet.

(b) Each pet owner shall be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage DCHA property.

(c) No animals may be tethered or chained inside or outside the dwelling unit at any time.

(d) The pet owner is required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

(e) The resident who cares for another resident's pet must notify DCHA and sign a statement that they agree to abide by all of the pet rules.

7003.20 Except for emergencies, management shall not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied for the entire duration of the inspection or repair by the pet owner or responsible person designated by the pet owner.

7003.21 When management is inside a unit for repairs or inspections, the pet must be held under physical restraint by the pet owner or responsible person until management has completed its tasks.

7003.22 Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease termination.

7003.23 For pets that are temporarily on the premises:

(a) Pets that are not owned by a tenant are not allowed on the premises, except for service animals defined in 7001.2 necessary for a guest.

(b) Residents are prohibited from feeding or harboring stray animals.

(c) Section 7003.23 does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations and approved by DCHA.

7003.24 The following applies to pet complaints:

(a) All complaints of cruelty and all dog bites are referred to animal control or an applicable agency for investigation and enforcement.

(b) If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice shall be served on the resident/pet owner.

(c) The notice contains a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice also states:

(1) That the pet owner has ten (10) business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

(2) That the pet owner is entitled to be accompanied by another person of their choice at the meeting; and

(3) That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy.

(d) If the pet owner and DCHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by DCHA, DCHA may serve notice to remove the pet.

(e) The notice shall contain:

(1) A brief statement of the factual basis for DCHA's determination of the pet rule that has been violated;

(2) The requirement that the resident/pet owner must remove the pet within thirty (30) calendar days of the notice; and

(3) A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

7003.25 In the case of the death or incapacity of the pet owner:

(a) If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation shall be reported to the responsible party designated by the pet owner; and

(b) If the responsible party is unwilling or unable to care for the pet, or if DCHA after reasonable efforts cannot contact the responsible party, DCHA may contact the appropriate District agency and request the removal of the pet.

7003.26 DCHA may initiate procedures for termination of tenancy based on a pet rule violation if:

(a) The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

(b) The pet rule violation is sufficient to begin procedures to terminate

tenancy under terms of the lease.

7003.27 DCHA's response to problem pets includes the following:

(a) DCHA takes all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate District entity authorized to remove such animals;

(b) If it is necessary for DCHA to place the pet in a shelter facility, the cost is the responsibility of the pet owner; and

(c) If the pet is removed as a result of any aggressive act on the part of the pet, the pet is not allowed back on the premises.

7004 PET DEPOSITS AND FEES

7004.1 [RESERVED].

7004.2 DCHA requires a resident to pay a pet deposit for each pet which will be placed in an account of the type required under applicable District law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. DCHA will comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements.

7004.3 The following apply to Pet Deposits:

(a) Pet owners are required to pay a pet deposit in addition to any other required deposits;

(b) The amount of the deposit is the lower of fifteen percent (15%) of the unit's flat rent (regardless of whether the resident is paying income-based or flat rent) or one hundred dollars ($100) in addition to any other required deposits;

(c) The pet deposit must be paid in full before the pet is brought on the premises; and

(d) The pet deposit is not part of rent payable by the resident.

7004.4 [RESERVED]

7004.5 The following is DCHA's deposit return policy:

(a) DCHA shall refund the pet deposit to the resident, less the costs of any

damages caused by the pet to the dwelling unit, within forty-five (45) days of move-out or removal of the pet from the unit in accordance with Title 14 DCMR, § 309.1;

(b) The resident is billed for any amount that exceeds the pet deposit; and

(c) DCHA shall provide the resident with a written list of any charges against the pet deposit within forty-five (45) days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, DCHA shall provide a meeting to discuss the charges.

7004.6 [RESERVED]

7004.7 The following is the DCHA policy on charges to the resident as a result of damages caused by pets:

(a) All reasonable expenses incurred by DCHA as a result of damages directly attributable to the presence of the pet in the unit or development is the responsibility of the resident, including:

(1) The cost of repairs and replacements to the resident's dwelling unit;

(2) Fumigation of the dwelling unit; and

(3) Repairs to common areas of the project.

(b) The expense of flea elimination shall also be the responsibility of the resident;

(c) If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in §§ 6701.29- 6701.33. Pet deposits are not applied to the costs of pet-related damages during occupancy; and

(d) Charges for pet-related damage are not part of rent payable by the resident.

7004.8 DCHA's Policy on Rule Violation Fines:

(a) A separate pet waste removal charge of ten dollars ($10.00) per occurrence is assessed against pet owners who fail to remove pet waste in accordance with this policy;

(b) Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action;

(c) Pet waste removal charges are due and payable fourteen (14) calendar days

after billing; and

(d) Charges for pet waste removal are not part of rent payable by the resident.

Chapter 73, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 73 COMMUNITY SERVICE

7300 INTRODUCTION

7300.1 [RESERVED]

7300.2 This section 7300 describes DCHA policies related to community service programs in two (2) parts:

(a) Community Service Requirements. Section 7301 describes who is subject to the community service requirement, who is exempt, and DCHA's definition of economic self-sufficiency; and

(b) DCHA Implementation of Community Service. Section 7302 provides DCHA policy regarding the community service and implementation and program design.

7301 COMMUNITY SERVICE REQUIREMENT

7301.1 Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community.

7301.2 Community service is not employment and may not include political activities.

7301.3 In administering community service requirements, DCHA will comply with all District of Columbia and federal nondiscrimination and equal opportunity requirements.

7301.4 Each adult DCHA resident, who is not exempt, must:

(a) Contribute eight (8) hours per month of community service;

(b) Participate in an economic self-sufficiency program for eight (8) hours per month; or

(c) Perform eight (8) hours per month of combined activities (community service and economic self-sufficiency program).

7301.5 The required community service or self-sufficiency activity may be completed eight (8) hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as ninety-six (96) hours is completed by each annual certification of compliance.

7301.6 An "exempt individual" is an adult who:

(a) Is age sixty-two (62) years or older;

(b) Is blind or disabled (as defined under § 216(i)(l) or § 1614 of the Social Security Act), and who certifies that because of this disability the person is unable to comply with the service provisions;

(c) Is a primary caretaker of a person who is blind or disabled;

(d) Is engaged in work activities;

(e) Is able to meet requirements of being exempted under a state program funded under Part A of Title IV of the Social Security Act, or under any other welfare program of the state in which DCHA is located, including a state-administered welfare-to-work program (i.e., the individual is receiving Temporary Assistance for Needy Families, or TANF). This exemption applies to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified; or

(f) Is a member of a family receiving assistance, benefits, or services under a state program funded under Part A of Title IV of the Social Security Act, or under any other welfare program of the state in which DCHA is located, including a state-administered welfare-to-work program (such as TANF) and the Supplemental Nutrition Assistance Program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.

7301.7 DCHA considers eight (8) hours per week as the minimum number of hours needed to qualify for a work activity exemption.

7301.8 [RESERVED]

7301.9 [RESERVED]

7301.10 Eligible community service activities include, but are not limited to, work at:

(a) Local public or nonprofit institutions such as schools, head start programs, before or after school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care

programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);

(b) Nonprofit organizations serving DCHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League, organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs;

(c) Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;

(d) Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts;

(e) DCHA housing to improve grounds or provide gardens (so long as such work does not alter DCHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board; and

(f) Care for the children of other residents so a parent may volunteer.

7301.11 Community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work are not considered eligible community service activities.

7301.12 For purposes of satisfying the community service requirement, an "economic self-sufficiency program" is defined as any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

7301.13 Eligible self-sufficiency activities include, but are not limited to:

(a) Job readiness or job training;

(b) Training programs through local one-stop career centers, workforce investment boards (local entities administered through the United States Department of Labor), or other training providers;

(c) Employment counseling, work placement, or basic skills training;

(d) Education, including higher education (junior college or college), GED

classes, or reading, financial, or computer literacy classes;

(e) Apprenticeships (formal or informal);

(f) English proficiency or English as a second language classes;

(g) Budgeting and credit counseling; and

(h) Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling).

7301.14 As it relates to an exemption from the community service requirement, "work activities" means:

(a) Unsubsidized employment;

(b) Subsidized private sector employment;

(c) Subsidized public sector employment;

(d) Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

(e) On-the-job training;

(f) Job search and job readiness assistance;

(g) Community service programs;

(h) Vocational educational training (not to exceed twelve (12) months with respect to any individual);

(i) Job skills training directly related to employment;

(j) Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and

(k) Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate.

7301.15 At lease signing and during subsequent regular reexaminations, DCHA will give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for DCHA verification of

exempt status.

7301.16 At lease signing and during subsequent regular reexaminations, DCHA will notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt.

7301.17 The family must sign a certification, such as Attachment A of Notice PIH 2015-12, that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement results in nonrenewal of their lease.

7301.18 The family must also sign a certification at regular reexamination, such as Attachment B of Notice PIH 2015-12, certifying that they understand the requirement.

7301.19 DCHA shall provide the family with a copy of the Community Service Policy at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

7301.20 The Community Service policy shall notify the family that self-certification forms are subject to review by DCHA.

7301.21 At the time of reexamination, DCHA shall notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt.

7301.22 If the family includes nonexempt individuals, the notice in 7301.21 shall include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform, and the number of hours contributed. The form also has a place for a signature by an appropriate official, who certifies to the activities and hours completed.

7301.23 DCHA will review and verify family compliance with service requirements annually at least thirty (30) days before the end of the twelve (12) month lease term.

7301.24 Where the lease term does not coincide with the effective date of the reexamination, DCHA shall change the effective date of the reexamination to coincide with the lease term.

7301.25 In making the change in § 7301.24, DCHA ensures that the examination is conducted within twenty-four (24) months of the last reexamination.

7301.26 An exempt individual is excused from the community service requirement.

7301.27 At least sixty (60) days prior to regular reexamination, DCHA shall review and

verify the exemption status of all adult family members.

7301.28 The verification in § 7301.27 is only done on an annual basis unless the family reports a change or DCHA has reason to believe that an individual's exemption status has changed.

7301.29 For individuals who are exempt because they are sixty-two (62) years of age and older, verification of exemption status is done only at the initial examination.

7301.30 Upon completion of the verification process, DCHA notifies the family of its determination.

7301.31 DCHA will review resident family compliance with service requirements annually at least thirty (30) days before the end of the twelve (12) month lease term. As part of this review, DCHA must verify that any family member that is not exempt from the community service requirement has met their service obligation.

7301.32 Approximately sixty (60) days prior to the end of the lease term, DCHA provides written notice requiring the family to submit documentation that all subject family members have complied with the service requirement.

7301.33 The family has ten (10) business days to submit DCHA required documentation form(s) required under § 7301.32.

7301.34 If the family fails to submit the required documentation within the required timeframe, or DCHA approved extension, the subject family members are considered noncompliant with community service requirements, and notices of noncompliance are issued.

7301.35 If an exempt individual becomes nonexempt during the twelve (12) month lease term, it is the family's responsibility to report this change to DCHA.

7301.36 Within ten (10) business days of a family reporting the change in § 7301.35, or DCHA determining such a change is necessary, DCHA provides written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

7301.37 The effective date of the community service requirement is the first of the month following thirty (30) day notice.

7301.38 When an adult family member becomes subject to community service, they must perform eight (8) hours of community service for the months they are subject to the requirement before the end of the lease term (anniversary date).

7301.39 If a nonexempt person becomes exempt during the twelve (12) month lease term, it is the family's responsibility to report this change to DCHA. Any claim of exemption is verified by DCHA.

7301.40 Within ten (10) business days of a family reporting such a change, or DCHA determining such a change is necessary, DCHA shall provide the family written notice that the family member is no longer subject to the community service requirement, if DCHA is able to verify the exemption

7301.41 The exemption in § 7301.40 is effective immediately.

7302 DOCUMENTATION AND VERIFICATION

7302.1 DCHA will retain reasonable documentation of service requirement performance or exemption in participant files.

7302.2 All family members who claim they are exempt from the community service requirement are required to sign a community service exemption certification form. DCHA provides a completed copy to the family and keeps a copy in the tenant file.

7302.3 DCHA verifies that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 66.

7302.4 DCHA will make and notify the family in writing the final determination whether or not to grant an exemption from the community service requirement.

7302.5 If a resident does not agree with DCHA's determination on the granting of an exemption, the resident can dispute the decision through DCHA's grievance procedures.

7302.6 At each regularly scheduled reexamination, each nonexempt family member presents a signed standardized certification form developed by DCHA of community service and self-sufficiency activities performed over the last twelve (12) months.

7302.7 If qualifying community service activities are administered by an organization other than DCHA, a family member who is required to fulfill a service requirement must submit a certification signed by the organization that has administered the qualifying activity that the family member has performed such qualifying activities. Each family member who is required to fulfill the service requirement must submit such a certification.

7302.8 DCHA will not accept self-certification of qualifying community service activities.

7302.9 [RESERVED]

7302.10 [RESERVED]

7302.11 Everyone who is subject to the community service requirement is required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form also includes places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed;

7302.12 Families are required to submit the documentation to DCHA at least annually or upon further request by DCHA. Documents may be submitted by mail, email, or in person.

7302.13 If DCHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, DCHA has the right to require additional third-party verification.

7302.14 The lease specifies that it is renewed automatically for all purposes unless the family fails to comply with the community service requirement.

7302.15 Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve (12) month lease term, but not for termination of tenancy during the course of the twelve (12) month lease term.

7302.16 DCHA may not evict a family due to Community Service and Self-Sufficiency Requirement (CSSR) noncompliance. However, if DCHA finds a tenant is noncompliant with CSSR, DCHA will provide written notification to the tenant of the noncompliance which must include:

(a) A brief description of the finding of non-compliance with CSSR;

(b) A statement that DCHA shall not renew the lease at the end of the current twelve (12) month lease term unless the tenant enters into a written work-out agreement with DCHA or the family provides written assurance that is satisfactory to DCHA explaining that the tenant or other noncompliant resident no longer resides in the unit; and

(c) The written work-out agreement must include the means through which a noncompliant family member complies with the CSSR requirement.

7302.17 The notice will also state that the tenant may request a grievance hearing on DCHA's determination, in accordance with DCHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for DCHA's nonrenewal of the lease because of DCHA's determination.

7302.18 The notice of noncompliance shall be sent at least forty-five (45) days prior to the

end of the lease term.

7302.19 The family has ten (10) business days from the date of the notice of noncompliance to enter into a written work-out agreement to cure the noncompliance over the twelve (12) month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

7302.20 If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has vacated the unit before DCHA agrees to continued occupancy of the family. Generally, this must be third-party documentation (such as a copy of the removed household member's new lease or utility bill in their name at a new address). However, DCHA may accept a self-certification from the head of household on a case-by-case basis when it is clear that third-party verification is unavailable.

7302.21 Documentation in § 7302.20 must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

7302.22 If the family does not take either corrective action required by the notice of noncompliance within the required ten (10) business day timeframe or request a grievance hearing, DCHA shall terminate tenancy in accordance with the policies in Chapter 79.

7302.23 Should a family member refuse to sign a written work-out agreement or fail to comply with the terms of the work-out agreement, DCHA will initiate termination of tenancy proceedings at the end of the current twelve (12) month lease for failure to comply with lease requirements.

7302.24 When initiating termination of tenancy proceedings, DCHA shall provide the following procedural safeguards:

(a) Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;

(b) Right of the tenant to be represented by counsel;

(c) Opportunity for the tenant to refute the evidence presented by DCHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and

(d) A decision on the merits.

7302.25 Notices of continued noncompliance are sent at least thirty (30) days prior to the end of the lease term and also serves as the family's termination notice.

7302.26 The notice in § 7302.25 shall meet the requirements for termination notices described in Chapter 79.

7302.27 The family has ten (10) business days from the date of the notice of noncompliance to provide documentation that the noncompliant resident no longer resides in the unit or to request a grievance hearing.

7302.28 If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has vacated the unit before DCHA agrees to continued occupancy of the family.

7302.29 The documentation in § 7302.28 must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

7302.30 If the family does not provide such documentation within the required ten (10) business day timeframe or request a grievance hearing, the family's lease and tenancy automatically terminates at the end of the current lease term without further notice.

7303 IMPLEMENTATION OF COMMUNITY SERVICE

7303.1 DCHA will not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by DCHA employees or replace a job at any location where residents perform activities to satisfy the service requirement.

7303.2 DCHA shall notify its insurance company if residents perform community service at DCHA. In addition, DCHA ensures that the conditions under which the work is to be performed are not hazardous.

7303.3 If a disabled resident certifies they can perform community service, DCHA shall ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 61.

7303.4 DCHA may administer qualifying community service or economic self- sufficiency activities directly, or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions.

7303.5 DCHA's goal is to design a service program that gives resident viable opportunities to become involved in the community and to gain competencies and skills.

7303.6 DCHA will work with resident organizations and community organizations to

design, implement, assess and recalibrate its community service program.

7303.7 DCHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments.

7303.8 To the greatest extent possible, DCHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

7303.9 Any written agreements or partnerships with contractors or qualified organizations, including resident organizations, are described in this Title 14;

7303.10 DCHA provides in-house opportunities for volunteer work or self- sufficiency programs when possible.

7303.11 When DCHA has a Resident Opportunities and Self-Sufficiency (ROSS) program, a ROSS Service Coordinator, or a Family Self-Sufficiency (FSS) program, DCHA will coordinate Individual Training and Service Plans (ITSPs) with the community service requirement.

7303.12 Regular meetings with DCHA coordinators satisfy community service activities and DCHA coordinators verify community service hours within individual monthly logs.

CHAPTER 74, REASONABLE ACCOMODATION POLICIES AND PROCEDURES, of Title 14 DCMR, HOUSING, is amended as follows:

Section 7405 (OCCUPANCY OF ACCESSIBLE UNIT) is amended to read as follows:

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) Current occupant of another public housing unit who has a disability that requires the special features of that unit;

(b) An eligible qualified applicant on the public housing waiting list having a disability that requires the special features of the unit;

(c) If there are no eligible qualified applicants on the public housing waiting list, a non-disabled applicant will be offered the unit; and

(d) 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.

7405.6 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.

7405.7 A current resident will receive two (2) offers of accessible units before his or her name is removed from the Reasonable Accommodation Waiting List. However, DCHA will provide additional unit offers if the resident has refused the unit offer for good cause, as described in 7704.3.

7405.8 An applicant will receive two (2) offers of accessible units before his/her name is removed from the Public Housing Waiting List. However, DCHA will provide additional unit offers if the applicant has refused the unit offer for good cause, as described in §§ 6402.9 – 6402.12.

Chapter 77, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 77 TRANSFER POLICY

7700 INTRODUCTION

7700.1 This § 7700 explains DCHA's transfer policy, based on HUD regulations, HUD guidance, and DCHA policy decisions.

7700.2 This § 7700 describes DCHA policies related to transfers in four (4) parts:

(a) Section 7701, Emergency Transfers, describes emergency transfers, emergency transfer procedures, and payment of transfer costs;

(b) Section 7702, DCHA Required Transfers, describes types of transfers that may be required by DCHA, notice requirements, and payment of transfer costs;

(c) Section 7703, Transfers Requested by Residents, describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests; and

(d) Section 7704, Transfer Processing, describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause, deconcentration, transferring to another development, and reexamination.

7701 EMERGENCY TRANSFERS

7701.1 Emergency transfers require immediate action by DCHA.

7701.2 In the case of a genuine emergency, it may be unlikely that DCHA has the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, DCHA may find alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e., return to the unit or transfer to another unit, is possible.

7701.3 Consistent with the regulations at 24 CFR § 966.4(h), if the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, DCHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time.

7701.4 [RESERVED]

7701.5 The following are considered emergency circumstances warranting an immediate transfer of the tenant or family:

(a) Life-threatening deficiencies (as defined in HUD Notice PIH 2024-26 or successor notice) in the resident's unit, building or at the site that cannot be repaired or abated within twenty-four (24) hours. Examples of such unit or building conditions would include: a natural gas, propane or oil leak; and utilities, such as water or electricity are not in service;

(b) If repairing or abating the life-threatening deficiency within twenty-four (24) hours would not be cost-effective for DCHA, DCHA may choose to process an emergency transfer for the family. Examples would include fire, flooding, or inoperable or severely damaged heating or plumbing systems;

(c) If the unit or building does not meet the requirements for maintaining heat or air conditioning defined in DC municipal code, DCHA will initiate an emergency transfer under this category;

(d) A verified incident of domestic violence, dating violence, sexual assault, or stalking, as defined under the VAWA Reauthorization of 2022. To request the emergency transfer, the requestor must submit an emergency transfer request form (HUD-5383) although, DCHA may waive this requirement in order to expedite the transfer process. DCHA allows a tenant to make an internal emergency transfer under the Violence Against Women Act (VAWA) when a safe unit is immediately available. DCHA defines "immediately available" as a vacant unit, that is ready for move-in within a reasonable period of time, not to exceed thirty (30) business days. If an internal transfer to a safe unit is not immediately available, DCHA shall assist the resident in seeking an external emergency transfer either within or outside DCHA's programs, consistent with DCHA's Emergency Transfer Plan.

(e) Consistent with HUD PIH Notice 2021-35 (or applicable successor notice), DCHA intends to take the unit off-line for maintenance conditions, including those conditions that DCHA would seek approval from HUD to change the unit status to any of the following: undergoing modernization, court litigation, natural disaster, or casualty loss.

7701.6 [RESERVED].

7701.7 If the emergency transfer is necessary because of conditions defined at 7701.5(a), and an appropriate unit is not immediately available, DCHA shall provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location.

7701.8 The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if a family is in the process of being evicted.

7701.9 Emergency transfers, as defined in § 7701.5, are mandatory for the tenant.

7701.10 DCHA will pay or reimburse the reasonable costs of temporarily accommodating the tenant and of long-term transfers, if any, for emergency transfers defined in § 7701.5;

7701.11 The reasonable cost of transfers includes the cost of packing, moving, and unloading.

7701.12 DCHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading.

7701.13 DCHA will reimburse the family for eligible out-of-pocket moving expenses up to DCHA's established moving allowance.

7702 DCHA-REQUIRED TRANSFERS

7702.1 The following are types of DCHA-required transfers:

(a) DCHA may require a resident to transfer to make an accessible unit available to a disabled family;

(b) DCHA may transfer a resident who is over housed or underhoused based on the occupancy standards defined at § 6401;

(c) DCHA may transfer residents in order to demolish, revitalize, or renovate the unit;

(d) DCHA may transfer residents as a result of a judicial proceeding;

(e) DCHA may transfer residents to alleviate a verified threat of physical harm or criminal activity. Such circumstances may, at DCHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, or a hate crime. DCHA will verify such threats in coordination with DCHA's Office of Public Safety;

(f) DCHA may transfer residents to alleviate any other conditions of hardship as determined by DCHA to effectuate DCHA goals or objectives; and

(g) Transfer required by DCHA is an adverse action that is subject to the notice requirements for adverse actions.

7702.2 Transfers required by DCHA, as defined at § 7702.1, are mandatory for the tenant.

7702.3 When a family is initially given an accessible unit, but does not require the accessible features, DCHA may require the family to agree to move to a non-accessible unit when it becomes available.

7702.4 When a non-accessible unit becomes available, DCHA shall transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. DCHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

7702.5 DCHA may require a resident to move when a reexamination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed.

7702.6 DCHA may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-housed, to prevent vacancies. The public housing lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition.

7702.7 The following applies to overcrowded and over-housed tenants:

(a) DCHA transfers a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied;

(b) For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

(1) "Overcrowded" is when the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the policy in 6401; and

(2) "Over-housed" is when the family no longer qualifies for the bedroom size in which they are living based on DCHA's occupancy standards according to § 6401.

(c) DCHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on DCHA's occupancy standards, when DCHA determines there is a need for the transfer;

(d) DCHA may elect not to transfer an over-housed family in order to prevent vacancies;

(e) A family that is required to move because of family size is advised by DCHA that a transfer is necessary, and that the family has been placed on the transfer list; and

(f) Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit) in accordance with the policies in § 6401 are only required to transfer if it is necessary to comply with the approved exception.

7702.8 The transfers in this Chapter 77 permit DCHA to demolish, sell, or do major capital, or rehabilitation work at a building site.

7702.9 The following applies to relocations in transfer situations:

(a) DCHA will relocate a family when the unit or site in which the family lives

will undergo major rehabilitation that requires the unit to be vacant, or the unit will be disposed of or demolished. DCHA's relocation plan may or may not require transferring affected families to other available public housing units;

(b) If the relocation plan calls for transferring public housing families to other public housing units, then affected families shall be placed on the transfer list; and

(c) If they are necessitated by rehabilitation or redevelopment, relocations may be on-site or off-site and may be temporary. For such relocations, the right of a family to return to the property will be consistent with federal law, DCHA policies, and DCHA agreements with residents.

7702.10 DCHA will pay or reimburse the reasonable costs of transfers that DCHA requires, except that resident are required to bear the cost of occupancy standards transfers.

7702.11 The reasonable costs of transfers include the cost of packing, moving, and unloading.

7702.12 DCHA establishes a moving allowance based on the typical costs in the community of packing, moving, and unloading.

7702.13 DCHA reimburses the family for eligible out-of-pocket moving expenses up to DCHA's established moving allowance.

7703 TRANSFERS REQUESTED BY TENANTS

7703.1 Subject to the provisions of Chapter 77, a tenant may request to transfer to another Public Housing unit. Except for the exceptions under VAWA stated in this Chapter 77, all requests for transfer must be submitted to DCHA in writing.

7703.2 With the exception of approved VAWA requests, DCHA will only approve transfer requests for families that are in compliance with the terms and conditions of their leases and have resided in their dwelling units for at least one (1) year. However, DCHA may make exceptions to this requirement when it is to DCHA's advantage to transfer the family.

7703.3 Families with a disabled household member that request reasonable accommodation transfers and families requesting a transfer pursuant to VAWA, as described below, are not subject to the one (1) year limitation.

7703.4 A family is compliant with the terms and conditions of its lease if the family:

(a) Is current on rent payments or on any repayment agreement, consent judgment agreement, or settlement agreement;

(b) Is current with recertification process;

(c) Is not subject to a citation for any lease violation;

(d) Has a good housekeeping record as evidenced by a housekeeping inspection; and

(e) Is not subject to a Notice to Correct or Vacate or a Notice to Vacate.

7703.5 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 family's place on the transfer waiting list.

7703.6 [RESERVED].

7703.7 Tenant requests for transfers that DCHA considers are limited to requests for:

(a) Transfers to alleviate a verified medical condition of serious or life-threatening nature;

(b) Transfers due to a verified threat of physical harm or criminal activity. Such circumstances may, at DCHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, or a hate crime, including VAWA transfer requests;

(c) Reasonable accommodation;

(d) Kinship Care or court-ordered custody transfers to a different unit size as long as the family qualifies for the unit according to DCHA's occupancy standards;

(e) Transfers to a location closer to employment; and

(f) No other tenant transfer requests are considered by DCHA.

7703.8 [RESERVED]

7703.9 Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference.

7703.10 If an applicant family accepted a unit size smaller than designated by the occupancy guidelines, the family is not eligible to transfer to a larger size unit for a period of one (1) year from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

7703.11 When a family transfers from one unit to another, DCHA transfers their security deposit to the new unit. The tenant is billed for any maintenance or others charges due for the "old" unit.

7703.12 DCHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability.

7703.13 The resident bears all the costs of transfer due to the resident's requests. However, DCHA bears the transfer costs when the transfer is done as a reasonable accommodation.

7703.14 Residents requesting a transfer to another unit or development are required to submit a written request using DCHA's required form for transfer.

7703.15 To request the emergency transfer under VAWA, the resident is required to submit an emergency transfer request form (HUD-5383). Consistent with § 8107, DCHA may, on a case-by-case basis, waive this requirement. Transfer requests under VAWA are processed in accordance with DCHA's emergency transfer plan.

7703.16 In the case of a reasonable accommodation transfer, DCHA encourages the resident to make the request in writing using a reasonable accommodation request form. However, DCHA considers the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

7703.17 DCHA responds to a resident transfer request by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family, as allowable.

7703.18 If the family does not meet the requirements outlined in §§ 7703.2 and 7703.3 except where noted above, the property manager shall address the problem and, until resolved, the request for transfer shall be denied.

7703.19 DCHA responds within ten (15) business days of the submission of the family's request. If DCHA denies the request for transfer, the family is informed of its grievance rights.

7704 TRANSFER PROCESSING

7704.1 Families who request a transfer should be placed on a transfer list and processed in a consistent and appropriate order as described below:

(a) DCHA maintains a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties;

(b) Emergency transfers do not automatically go on the transfer list. Instead,

emergency transfers are handled immediately, on a case-by-case basis. If the emergency cannot be resolved by a temporary accommodation, and the resident requires a permanent transfer, the family is placed at the top of the transfer list;

(c) Transfers are processed in the following order:

(1) Emergency transfers (as defined in § 7701);

(2) DCHA-required or tenant requested transfers for a verified threat of harm or criminal activity as defined in §§ 7702.1(e) and 7703.7(b) respectively;

(3) Reasonable accommodation transfers;

(4) Transfers to make accessible units available when a family who does not require the accessible features is residing in the unit and an applicant or tenant family requires the unit's accessible features;

(5) Transfers from a unit to be demolished, disposed, or rehabilitated as defined in § 7702.1(c);

(6) Occupancy standards transfers as defined in § 7702.1(b);

(7) Other DCHA-required transfers described in § 7702; and

(8) Other tenant-requested transfers described in § 7703.

(d) Within each category, transfers are processed in order of the date a family was placed on the transfer list, starting with the earliest date;

(e) With the approval of the executive director, DCHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to achieve DCHA's stated strategic goals and objectives. Such transfers are at the discretion of DCHA and will be initiated by DCHA, and cannot be initiated or requested by tenants;

(f) Demolition and renovation transfers may be processed without regard for the order defined in this chapter as necessary to allow DCHA to meet the demolition, renovation or redevelopment schedule; and

(g) Except for transfers based on a reasonable accommodation and transfers based on VAWA in accordance with § 8107, waiting list admissions shall take precedence over transfers at the ratio of five (5) new admissions from the waiting list to one (1) transfer.

7704.2 The following applies to transfer offers:

(a) Except for approved transfers for a reasonable accommodation, residents shall receive one (1) offer of a transfer.

(b) A current resident receiving a reasonable accommodation transfer offer will receive two (2) offers of accessible units before the resident's name is removed from reasonable accommodation waiting list.

(c) A family that receives a written notice of a new dwelling unit offer and refuses the offer without good cause as defined in § 7704.4 shall be issued a Notice to Quit or Cure.

(d) When the transfer is required by DCHA, the refusal of that offer without good cause results in lease termination.

(e) When the transfer has been requested by the resident, the refusal of that offer without good cause results in the removal of the family from the transfer list. In such cases (with the exception of VAWA transfer requests), the family must wait twelve (12) months to reapply for another transfer.

7704.3 Reasons for good cause for refusal of a unit offer include but are not limited to the following:

(a) The family demonstrates to DCHA's satisfaction that accepting the unit offer requires an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;

(b) The family demonstrates to DCHA's satisfaction that accepting the offer places a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, and/or stalking in accordance with 8107. For approved VAWA transfers, DCHA will accept as good cause refusal a written or oral statement from the family that they reasonably believe that the proposed transfer would not be safe. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

(c) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member;

(d) The unit is inappropriate for the applicant's disabilities, or the family does

not need the accessible features in the unit offered and does not want to be subject to a thirty (30) day notice to move;

(e) The unit has lead-based paint and the family includes children under the age of six (6); and

(f) DCHA requires documentation of good cause for unit refusals.

7704.4 The reexamination date shall be changed to the first (1st) of the month in which the transfer took place.

Chapter 78, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 78 LEASE TERMINATIONS

7800 INTRODUCTION

7800.1 Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease and applicable local and federal law.

7800.2 The Lessee's rental assistance is tied to his or her tenancy.

7800.3 When the Lessee vacates the public housing unit, their rental assistance is terminated.

7800.4 DCHA has the authority to terminate the lease based on the Lessee's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause in accordance with the provisions of the lease and the regulations at 24 CFR § 966.4(l)(2).

7800.5 There is no time limitation on bringing an action based on a breach of the lease.

7800.6 For the purposes of this section, Lessee shall have the same definition as in Chapter 67.

7800.7 This Chapter provides the regulations that govern voluntary termination of the lease by the Lessee and the mandatory and voluntary termination of the lease by DCHA. It is presented in four parts:

(a) Section 7801, Termination by Tenant specifies DCHA requirements for voluntary termination of the lease by the Lessee;

(b) Section 7802, Termination by DCHA–Mandatory, specifies when termination of the lease by DCHA is mandatory, including nonrenewal of

the lease for noncompliance with community service requirements;

(c) Section 7803, Termination by DCHA – Other Authorized Reasons, specifies DCHA's options for lease termination for which HUD allows DCHA to terminate the lease.

(d) Section 7804, Notification Requirements, specifies requirements for disclosure of criminal records to the Lessee prior to termination, the requirements for timing and content of written notices for lease termination, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

7801 TERMINATION BY TENANT

7801.1 The Lessee may terminate the lease at any time, for any reason, by

(a) Providing at least thirty (30) calendar days advance written notice to the Property Manager of their intent to vacate;

(b) When a family must give less than thirty (30) days' notice due to circumstances beyond their control, DCHA, at its discretion, may waive the thirty (30) day requirement;

(c) The notice of lease termination must be signed by all adult family members who signed the lease; and

(d) In order to be valid, Lessee shall leave the premises in as clean and good condition as Lessee received at the start of Lessee's occupancy, wear and tear excepted, and return all keys and all other entry devices to DCHA.

7801.2 If the Lessee moves out the unit or is deceased, a remaining household member, or another adult identified below, must notify DCHA in writing of the Lessee's death or departure within fourteen (14) days of the date the Lessee vacates the Leased Premises or dies.

7801.3 Within thirty (30) days after the date referenced in § 7801.2, or within fourteen (14) days of DCHA's issuance of a Notice to Vacate the Premises, Notice to Cure or Vacate, or Lease Termination Notice, whichever is later, in order to sustain continued occupancy for the remaining household members at the Leased Premises, the remaining household member or other adult must submit a written request to become head of household.

7801.4 Details on the process and exclusions from the rule in § 7801.3 are as follows:

(a) Section § 7801.3 does not apply if the head of household vacates the unit pursuant to the issuance of a Notice to Correct, Notice of Non-Payment of

Rent, or Vacate, or a Notice to Vacate.

(b) If the head of household vacates the unit pursuant to a notice referenced in § 7801.4(a), the remaining family members must vacate the unit. If the remaining family members do not vacate the unit, they shall be deemed unauthorized occupants;

(c) The applicant to be made Lessee, and if applicable, the other remaining household members must be eligible for continued occupancy and not be in serious violation of the material terms of the Dwelling Lease. DCHA will screen the application in accordance with federal law and regulations as well as Chapter 62. Applicant(s) will be notified in writing of the disposition of the application:

(1) If the application is approved, the new Lessee shall enter into a new lease agreement with DCHA within seven (7) working days of the date of approval of the application;

(2) Any balance on the rental account existing prior to a remaining household member becoming the Lessee is the responsibility of the newly designated Lessee as head of household;

(3) Any obligations for rent, causes of action arising under the original Lease, stipulations of settlement, consent judgments, judgments, or repayment agreements of the prior Lessee shall be deemed part of the new Dwelling Lease and tenancy and shall be the responsibility of the new Lessee designated as head of household and actionable against such new Lessee; or

(4) If the applicant and other remaining household members are not approved to continue to occupy the Leased Premises, and such remaining members do not vacate, they will be deemed unauthorized occupants and thus occupying premises without the consent of DCHA and shall be subject to eviction by DCHA. The applicant may file a grievance regarding the denial of his or her application in accordance with the Authority's grievance procedures; and

(d) If there are no remaining adult household members, or none who are able to serve as head of household due to disability, but the unit continues to be occupied by household members who are minor children or adults unable to serve as head of household due to disability, then an adult who is not listed on the lease may apply to become Lessee and Head of Household. The following shall apply under these circumstances:

(1) The applicant to be Lessee must produce evidence of a care giving relationship with the remaining minor children or disabled adults. Such documentation may include, but is not limited to, court order; notarized authorization from the children's legal guardian; school or medical records; public benefit records; and sworn statements from medical, legal, or social service professionals;

(2) Where the remaining family members are minors, the applicant to be Lessee must either (i) obtain Custodial Power of Attorney; or (ii) commence legal proceedings to obtain legal guardianship or custody of the minor children. So long as such proceeding is pending, and the applicant has produced evidence of a caregiving relationship, and meets DCHA's other screening criteria, DCHA shall consider the applicant to be provisionally eligible to be Lessee and Head of Household, until a decision is made;

(3) In the case of § 7801.4(c)(2), above, the applicant's eligibility to be Lessee and head of household is contingent on legal proceedings pending or being resolved in favor of the applicant. If a court of competent jurisdiction denies the applicant's petition for custody or guardianship, no appeal is pending, and the appeal period has expired, DCHA will determine the applicant ineligible to be head of household and may issue a Notice to Vacate. In that event, another remaining adult household member may submit an application to be Lessee and head of household within thirty (30) days of the issuance of the Notice, and DCHA will process such application in accordance with the requirements of this section; and

(4) Where more than one adult has competing claims to become Lessee and head of household as caregivers of the remaining minor children, DCHA shall follow the ruling of a court of competent jurisdiction regarding the custody or guardianship of the children.

7801.5 The Lessee shall be liable for rent until the earlier of the time DCHA has taken possession of the Unit, or such time as all of the following are completed:

(a) The proper written notice has been given;

(b) The required vacate forms are completed with the assistance of DCHA if necessary;

(c) The keys are turned in; and any other entry devices; and

(d) Lessee and all household members, guests as well as all others defined as any person under the Lessee's control or on the Leased Premises with

Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"), have vacated the Leased Premises.

7802 TERMINATION BY DCHA—MANDATORY

7802.1 DCHA may, in its sole and absolute discretion, terminate a lease for a serious or repeated violation of a material term of the lease.

7802.2 There is no time limitation on bringing a notice of termination, notice to vacate, notice to cure or vacate, notice of past due rent, or action based on breach of the lease.

7802.3 Lessee is responsible for compliance with all provisions of the Lease by all household members, visitors, guests, unauthorized occupants, live-in aides, others under the Lessee's control or on the Leased Premises with Lessee's consent; including, but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee.

7802.4 A violation of any of the terms of the lease by any person noted in 7802.3 shall be considered a serious violation of the lease.

7802.5 DCHA may in its sole and absolute discretion terminate a lease for Lessee's violation of an obligation of tenancy.

7802.6 An "obligation of tenancy" refers to those obligations which are contained in a valid, written lease or in the federal or local regulations pertaining to public housing tenants or in the D.C. Housing Code. Such violations include but are not limited to the violations set forth in § 7802.7 – 7802.17.

7802.7 Lessee's failure to supply any information that DCHA or HUD determines is necessary in administration of the public housing program, including but not limited to, information needed to establish the family's eligibility for continued occupancy and to determine their level of subsidy shall result in the termination of the lease by DCHA.

7802.8 DCHA must terminate the lease if any household member fails to sign and submit any consent form they are required to sign for any reexamination or revokes consent at any time.

7802.9 DCHA must terminate the lease if:

(a) A family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;

(b) A family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or

(c) A family member, as determined by DCHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. Such termination must be for a period of at least twenty-four (24) months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

7802.10 DCHA will terminate assistance if the Lessee has failed to disclose the complete and accurate Social Security numbers of each household member and the documentation necessary to verify each Social Security number (SSN), except that DCHA may defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of ninety (90) calendar days for circumstances beyond the Lessee's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

7802.11 DCHA will terminate the lease if the Lessee fails to accept DCHA's offer of a lease revision to an existing lease, provided DCHA has done the following:

(a) The revision is on a form adopted by DCHA in accordance with 24 CFR § 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments;

(b) DCHA has made written notice of the offer of the revision at least sixty (60) calendar days before the lease revision is scheduled to take effect; and

(c) DCHA has specified in the offer a reasonable time limit within that period for acceptance by the Lessee.

7802.12 DCHA will terminate the lease if the Lessee or any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

7802.13 Should DCHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, or who becomes subject to a lifetime registration requirement after admission, DCHA will immediately terminate assistance for the household member.

7802.14 If a termination occurs under § 7802.13, DCHA will offer the family the

opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, DCHA will terminate assistance for the household.

7802.15 DCHA will not renew the lease at the end of the twelve (12) month lease term when the family fails to comply with the community service requirements as described in Chapter 73, 24 CFR § 966.4(l)(2)(ii)(D), 24 CFR § 960.603(b) and 24 CFR § 960.607(b)(2)(ii) and (c).

7802.16 DCHA will immediately terminate the lease following the death of the sole family member.

7802.17 For families whose income exceeds the over-income limit for twenty-four (24) consecutive months, DCHA will terminate the lease in accordance with § 6805.

7803 TERMINATION BY DCHA—OTHER AUTHORIZED REASONS

7803.1 [RESERVED]

7803.2 The following definitions are used for this and other parts of this chapter:

(a) "Affiliated individual" is defined in § 8107.3(a);

(b) "Covered person" means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control;

(c) "Dating violence" is defined in § 8107.3(c);

(d) "Domestic violence" is defined in § 8107.3(d);

(e) "Drug" means a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802);

(f) "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug;

(g) "Guest" means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant;

(h) "Household" means the family and DCHA-approved live-in aide. The term household also includes foster children or foster adults that have been approved to reside in the unit;

(i) "Other person under the tenant's control" means that the person, although

not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control;

(j) "Premises" means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds;

(k) "Sexual assault" is defined in § 8107.3(e);

(l) "Stalking" is defined in § 8107.3(f); and

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

7803.3 The Violence Against Women Act explicitly prohibits DCHA from considering incidents of actual or threatened domestic violence, dating violence, sexual assault, and/or stalking as "other good cause" for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such violence.

7803.4 DCHA shall terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

7803.5 DCHA will terminate the lease when it determines that a household member is illegally using a drug or DCHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

7803.6 DCHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including DCHA management staff residing on the premises) or by persons residing in the immediate vicinity of the development.

7803.7 DCHA will terminate the lease if the Lessee, household member, guest, or other person under the Lessee's control engages in any violent criminal activity or, except as permitted by District of Columbia law, is in possession of any firearm or ammunition for a firearm.

7803.8 DCHA may terminate a lease for criminal or drug-related criminal activity

regardless of whether the household member, guest or other person under the lessee's control has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction. The standard to be used is a preponderance of the evidence.

7803.9 DCHA will terminate the lease if DCHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

7803.10 A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous three (3) months.

7803.11 DCHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.

7803.12 A record or records of arrest will not be used as the sole basis for the termination or proof that the resident engaged in disqualifying criminal activity.

7803.13 DCHA shall terminate the lease if the Lessee, household member, guest or others under the Lessee's control engage in the manufacture, sale, or distribution of any alcoholic beverages or openly consume alcoholic beverages in any common areas in the Development or otherwise consume alcoholic beverages in a manner that impairs the physical or social environment of the Development or the health, safety or right to peaceful enjoyment of the Development by other residents, service providers, or Authority staff.

7803.14 DCHA shall terminate the lease if the Lessee, other household members, and guests or others under the Lessee's control permit anyone who is currently barred from the Leased Premises or Development from occupying, staying overnight, or visiting the Leased Premises or invite them to the Leased Premises or anywhere else on the Development at any time for any purpose, unless authorized in writing by the Authority in advance in writing. The Authority will post a list of barred individuals in the Property Management Office.

7803.15 DCHA will terminate the lease if it determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

7803.16 DCHA will terminate the lease for the following violations of tenant obligations under the lease:

(a) Failure to make payments due under the lease, including nonpayment of rent (see Chapter 67 for details pertaining to lease requirements for payments due);

(b) Repeated late payment of rent or other charges. DCHA considers six (6) late

payments within a twelve (12) month period as repeated late payment; or

(c) Failure to fulfill the following household obligations:

(1) Not to assign the lease or to sublease all or a part of the dwelling unit. Subleasing includes, but is not limited to, receiving payment to cover rent or utility costs by a person living in the unit who is not listed as a family member;

(2) Not to provide accommodations for boarders or lodgers;

(3) To use the dwelling unit solely as a private dwelling for the Lessee and the Lessee's household as identified in the lease, and not to use or permit its use for any other purpose;

(4) To abide by necessary and reasonable regulations promulgated by DCHA for the benefit and well-being of the housing development and the Lessees which shall be posted in the property management office and incorporated by reference in the lease;

(5) To comply with all obligations imposed upon Lessees by applicable provisions of building and housing codes materially affecting health and safety;

(6) To keep the dwelling unit and such other areas as may be assigned to the Lessee for the Lessee's exclusive use in a clean and safe condition;

(7) To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;

(8) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;

(9) To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development;

(10) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to development buildings, facilities or common areas) caused by the Lessee, a member of the household or a guest; and

(11) To act, and cause household members or guests to act, in a manner

which does not disturb other residents' peaceful enjoyment of their accommodations and is conducive to maintaining the project in a decent, safe and sanitary condition.

7803.17 DCHA will terminate the lease if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or District law.

7803.18 DCHA will terminate the lease if any member of the household has, during their current public housing tenancy, becomes subject to a registration requirement under a state sex offender registration program.

7803.19 DCHA will terminate the lease for discovery of facts after admission to the program that would have made the tenant ineligible.

7803.20 DCHA will terminate the lease for discovery of materially false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income.

7803.21 DCHA will terminate the lease for failure of the lessee to furnish such information and certifications regarding family composition and income as may be necessary for DCHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size.

7803.22 DCHA will terminate the lease for failure to move to a new unit in accordance with a mandatory transfer as described in § 7702, upon appropriate notice by DCHA that such a dwelling unit is available.

7803.23 DCHA will terminate the lease for failure of the Lessee to permit access to the unit by DCHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.

7803.24 DCHA will terminate the lease for failure of the Lessee to promptly inform DCHA of the birth, adoption, or court-awarded custody of a child. In such a case, promptly means within 30 business days of the event.

7803.25 DCHA will terminate the lease for failure of the Lessee to abide by the provisions of DCHA pet policy.

7803.26 DCHA will terminate the lease for failing of the Lessee to comply with the non-smoking policy.

7803.27 DCHA will terminate the lease if the Lessee has breached the terms of an in-house repayment agreement entered with DCHA.

7803.28 DCHA will terminate the lease if the Lessee has violated federal, District, or local law that imposes obligations in connection with the occupancy or use of the premises.

7803.29 DCHA will terminate the lease if a household member has engaged in or threatened violent or abusive behavior toward DCHA personnel.

7803.30 "Abusive or violent behavior" towards DCHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

7803.31 "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

7803.32 DCHA will terminate the lease for failure of the Lessee or remaining family member to supply any information or certification requested by DCHA to verify that the family is living in the unit, or relating to family absence from the unit, including any DCHA-requested information or certification on the purposes of family absences.

7803.33 If the Lessee does not notify DCHA when all family members will be absent from the unit for an extended period and does not provide this notification within fifteen (15) business days of the start of this extended absence, DCHA will terminate the lease for failure of the Lessee to promptly notify DCHA when all family members will be absent from the unit for an extended period. As indicated, in such a case promptly means within fifteen (15) business days of the start of the extended absence.

7803.34 An "extended period" is defined as any period greater than thirty (30) calendar days.

7803.35 DCHA will terminate the lease for other good cause if a family is absent from the public housing unit for more than one hundred eighty (180) consecutive days, and the family does not adequately verify that they are living in the unit.

7803.36 DCHA will terminate the lease if the family appears to have vacated the unit without giving proper notice.

7803.37 D C HA has the right to secure the unit immediately to prevent vandalism and other criminal activity.

7803.38 DCHA shall terminate the lease if the Lessee fails to comply with a mandatory

transfer notice.

7804 NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING

7804.1 HUD authorizes DCHA to conduct criminal records checks on public housing residents for admission criteria, recertification, lease enforcement and eviction.

7804.2 DCHA may conduct criminal records checks when it learns that an applicant or applicant's adult household member has engaged in criminal activity, drug-related criminal activity, violent criminal activity, or is in possession of a firearm or ammunition, except as authorized by D.C. Law.

7804.3 DCHA may conduct criminal records checks when it learns that a Lessee, adult household member, live-in-aide, guest, or other person under the Lessee's control has engaged in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Development by other residents or DCHA staff, drug-related criminal activity on or off the leased Premises or the Development, violent criminal activity on or off the leased Premises or the Development or possession of a firearm or ammunition, except as authorized by District Law.

7804.4 Criminal records checks may include sex-offender registration information.

7804.5 DCHA will not pass along to the tenant the costs of a criminal records check.

7804.6 In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, DCHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

7804.7 The family will be given fifteen (15) business days from the date of DCHA notice to dispute the accuracy and relevance of the information.

7804.8 If the family does not contact DCHA to dispute the information within fifteen (15) business days period, DCHA will proceed with the termination action.

7804.9 Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

7804.10 Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the time period during which the termination will take place, the resident's right to reply to the termination notice, and their right to examine DCHA documents directly relevant to the termination or eviction.

7804.11 When DCHA offers remote hearings, the notice will also state that the resident may request a remote hearing.

7804.12 If DCHA will require that the hearing be conducted remotely, at the time the notice is sent to the resident informing them of the right to request a hearing, the resident will be notified that the hearing will be conducted remotely. The resident will be informed of the processes involved in a remote hearing and that DCHA will provide technical assistance, if needed, before the hearing.

7804.13 Every applicant, adult applicant household member, lessee, adult household member, live-in-aide, guest or other person under the Lessee's control shall, upon request submit a signed consent form allowing a law enforcement agency to release criminal records to DCHA.

7804.14 Nothing in this section precludes DCHA from pursuing lease enforcement or eviction for criminal conduct regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

7804.15 The notice of lease termination shall state specific grounds for termination, and shall inform the Lessee of the Lessee's right to make such reply as the Lessee may wish. The notice shall also inform the Lessee of the right to examine DCHA documents directly relevant to the termination or eviction.

7804.16 If DCHA is required to afford the tenant the opportunity for a grievance hearing, the notice in § 7804.15 shall also inform the Lessee of the Lessee's right to request a hearing in accordance with DCHA's grievance procedure in Chapter 79.

7804.17 If DCHA is not required to afford the Lessee a hearing under its grievance procedure, the notice in § 7804.15 shall state this fact and shall state the judicial eviction procedure to be used by DCHA for eviction of the Lessee, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.

7804.18 The notice in § 7804.15 shall state whether the eviction is for a criminal or for a drug-related criminal activity.

7804.19 DCHA shall issue a Notice of Past Due Rent in the case of failure to pay rent or other violations of the lease except as otherwise set forth herein.

7804.20 DCHA shall issue a thirty (30) day notice to vacate to Lessees, for lease violations, predicated on criminal activity that threatens the residents' health, safety or right to peaceful enjoyment of the Development, drug related criminal activity on or off the Leased Premises or the Development, violent criminal activity or possession of a firearm or ammunition in violation of District law.

7804.21 DCHA will not issue a thirty (30) day notice to correct or vacate, or notice to vacate, where DCHA has determined that the head of household responsible for the dwelling unit under the Dwelling lease is deceased and there are no remaining household members.

7804.22 All notices of lease termination will include a copy of the forms HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation and HUD-5380: VAWA Notice of Occupancy Rights to accompany the termination notice.

7804.23 Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault, or stalking, of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation.

7804.24 Lessees who refuse to vacate their unit after appropriate notice shall be subject to legal action to gain possession of the dwelling unit (eviction).

7804.25 The Lessee shall be solely responsible for the protection, care and disposition of the Lessee's possessions during, and after an eviction.

7804.26 Notices shall be served in accordance with District Law. Any Notice to Vacate or Notice to Cure or Vacate, Notice of Past Due Rent, Notice of Non-Payment of Rent or Notice of Intent to File a Claim that is required by state or local law will run concurrently with the Notice of Lease Termination under § 7804.

7804.27 When DCHA determines that a family is in noncompliance with the community service requirement, the tenant and any other noncompliant resident must be notified in writing of this determination.

7804.28 If after receiving a notice of initial noncompliance, the family does not request a grievance hearing or does not take either corrective action required by the notice within the required timeframe, a termination notice shall be issued in accordance with the policies above.

7804.29 If a family agreed to cure initial noncompliance by signing an agreement and is still in noncompliance after being provided the three (3)-month opportunity to cure, the family shall be issued a notice of continued noncompliance. The notice of continued noncompliance will be sent in accordance with the policies in § 7301.38, and shall also serve as the notice of termination of tenancy.

7804.30 In cases where termination of tenancy is based on citizenship status the notice of termination shall advise the Lessee of the reasons the assistance is being terminated.

7804.31 The notice in § 7804.30 will advise the family of any of the following that apply:

(a) the family's eligibility for proration of assistance;

(b) the criteria and procedures for obtaining relief under the provisions for preservation of families;

(c) the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal; and

(d) the family's right to request an informal hearing with DCHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

7804.32 DCHA may exclude from DCHA administrative grievance procedure under this subpart any grievance concerning a termination of tenancy or eviction that involves:

(a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of DCHA;

(b) Any violent or drug-related criminal activity on or off such premises; or

(c) Any criminal activity that resulted in felony conviction of a household member.

7804.33 When a family does not vacate the unit after receipt of a termination notice by the deadline given in the notice, DCHA will follow District landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

7804.34 If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, DCHA will seek the assistance of the court to remove the family from the premises as per District and local law.

7804.35 When DCHA evicts an individual or family for criminal activity, including drug-related criminal activity, DCHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

7804.36 A written record of every termination and/or eviction will be maintained by DCHA at the development where the family was residing, and will contain the following information:

(a) Name of resident, number and identification of unit occupied;

(b) Date of the notice of lease termination and any other notices required by district or local law; these notices may be on the same form and will run concurrently;

(c) Specific reason(s) for the notices, citing the lease section or provision that

was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR §§ 5.903 and 5.905);

(d) Date and method of notifying the resident; and

(e) Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

7804.37 The following applies to Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, and/or stalking claims protection under VAWA, DCHA will request in writing that the individual provide documentation supporting the claim in accordance with the policies in § 8107.

(b) DCHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases, DCHA will document the waiver in the individual's file.

(c) DCHA will bifurcate a family's lease and terminate the tenancy of a family member if DCHA determines that the family member has committed criminal acts of physical violence against other family members or others.

7804.38 In making its decision under § 7804.37, DCHA will consider all credible evidence, including, but not limited to, documentation as specified under § 8107.9. Upon such consideration, DCHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

7804.39 If DCHA does bifurcate (see § 8107.4(b) for the definition of "bifurcate") the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP.

7804.40 If the person removed from the lease was the only family member eligible to receive assistance, DCHA must provide any remaining tenant a chance to establish eligibility for the unit.

7804.41 If the remaining tenant cannot establish eligibility for the unit, DCHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered under VAWA.

7804.42 In determining whether a public housing tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent

threat to other tenants or those employed at or providing service to a property, DCHA will consider the following, and any other relevant, factors:

(a) Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking;

(b) Whether the threat is a physical danger beyond a speculative threat;

(c) Whether the threat is likely to happen within an immediate time frame; or

(d) Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat.

7804.43 If the tenant wishes to contest DCHA's determination that they are an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

Chapter 79, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 79 PUBLIC HOUSING GRIEVANCES AND APPEALS

7900 INTRODUCTION

7900.1 This Chapter discusses grievances and appeals pertaining to DCHA's actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three (3) parts:

(a) Section 7901, Informal Hearings for Public Housing Applicants, outlines the requirements and procedures for informal hearings for public housing applicants;

(b) Section 7902, Informal Hearings with Regard to Noncitizens, discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and resident grievances; and

(c) Section 7903, Grievance Procedures for Public Housing Residents, outlines the requirements and procedures for handling grievances for public housing residents.

7901 INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS

7901.1 [RESERVED]

7901.2 Informal hearings are provided for public housing applicants.

7901.3 An "applicant" is someone who has applied for admission to the public housing program, but is not yet a tenant in the program.

7901.4 Informal hearings provide applicants with the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

7901.5 DCHA will only offer informal hearings to applicants for the purpose of disputing adverse decisions regarding denial of admission.

7901.6 DCHA must give an applicant notice of a decision denying eligibility for admission within ten (10) business days in accordance with Chapter 63.

7901.7 The notice in § 7901.6 must contain a brief statement of the reasons for DCHA's decision and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

7901.8 DCHA's Notice of Denial will include information about required or requested remote informal hearings.

7901.9 If the applicant fails to request an informal hearing timely, the Notice of Denial shall be the final decision of DCHA.

7901.10 The applicant may appeal the final decision under the rules and procedures under the District Administrative Procedures Act, District Code § 2–510(a).

7901.11 When denying eligibility for admission, DCHA will provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Reauthorization Act of 2022, and as outlined in §§ 8107.4- 8107.10. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

7901.12 Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family will be given the opportunity to dispute the information in those records which would be the basis of the denial.

7901.13 The procedures for requesting and scheduling an informal hearing for an applicant are as follows:

(a) A request for an informal hearing must be made in writing and delivered to DCHA either in person, by email or first-class mail, by the close of the business day, no later than fifteen (15) business days from the date of DCHA's notification of denial of admission;

(b) DCHA must schedule and send written notice of the informal hearing within fifteen (15) business days of the family's request;

(c) If the informal hearing is conducted remotely, at the time the notice is sent to the family, the family will be informed:

(1) Regarding the processes involved in a remote informal hearing;

(2) That DCHA shall provide technical assistance prior to and during the informal hearing, if needed; and

(3) That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal hearing, the family may inform DCHA and DCHA will assist the family in either resolving the issues or allow the family to participate in an in-person informal hearing, as appropriate;

(d) The informal hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person;

(e) The applicant will be provided an opportunity to present written or oral objections to the decision of DCHA; and

(f) The person conducting the informal hearing will make a recommendation to DCHA, but DCHA is responsible for making the final decision as to whether admission should be granted or denied.

7901.14 The following applies to remote hearings:

(a) DCHA has the sole discretion to require that informal hearings be conducted remotely;

(b) In addition, DCHA may conduct an informal hearing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have childcare or transportation that would enable them to attend the informal hearing, or if the applicant believes an in-person informal hearing would create an undue health risk. DCHA considers other reasonable requests for a remote informal hearing on a case-by-case basis;

(c) As with in-person informal hearings, the platform for conducting remote informal hearings will be accessible to persons with disabilities and the informal hearing must be conducted in accordance with Section 504 and accessibility requirements;

(d) As with in-person hearings, LEP requirements also apply to remote informal hearings, including the use of interpretation services and document translation. See Chapter 61 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal hearings;

(e) DCHA will conduct remote informal hearings via a video conferencing platform, when available;

(f) If, after attempting to resolve any barriers, applicants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the informal hearing will be conducted by telephone conferencing call-in;

(g) If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal hearing will be postponed, and an in-person alternative shall be provided promptly within a reasonable time;

(h) At least five (5) business days prior to scheduling the remote hearing, DCHA will provide the family with login information or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email.

(i) The notice in § 7901.14(h) will advise the family of technological requirements for the hearing and request the family notify DCHA of any known barriers. DCHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing;

(j) If the informal hearing is to be conducted remotely, DCHA requires the family to provide any documents directly relevant to the informal hearing at least twenty-four (24) hours before the scheduled hearing through the mail, via email, or text. DCHA will scan and email copies of these documents to DCHA representative and to the person conducting the informal hearing the same day. DCHA will provide the family with any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing;

(k) Documents will be shared electronically whenever possible;

(l) DCHA will follow up the email with a phone call or email to the applicant at least one (1) business day prior to the remote informal hearing to ensure that the applicant received all information and is able to access the video conferencing or call-in platform; and

(m) DCHA will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting "personally identifiable information (PII)," and meets the requirements for accessibility

for persons with disabilities and persons with LEP.

7901.15 The following applies to DCHA's final decision for public housing applicant hearings:

(a) DCHA will notify the applicant of DCHA's final decision, including a brief statement of the reasons for the final decision;

(b) In rendering a decision, DCHA will evaluate the following matters:

(1) Whether or not the grounds for denial were stated factually in the notice;

(2) The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in this ACOP, then the decision to deny assistance is overturned. See Chapter 62 for a detailed discussion of the grounds for applicant denial;

(3) The validity of the evidence. DCHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, DCHA will uphold the decision to deny admission; and

(4) If the facts prove the grounds for denial, and the denial is discretionary, DCHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission;

(c) DCHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice is mailed, within fifteen (15) business days of the informal hearing, to the applicant and their representative, if any;

(d) If the informal hearing decision overturns the denial, processing for admission will resume;

(e) The family fails to appear for their informal hearing, the denial of admission will stand, and the family will be notified; and

(f) If the applicant fails to request an informal hearing timely, the Notice of Denial will be the final decision of DCHA. The applicant may appeal the final decision under the rules and procedures under the D.C. Administrative Procedures Act, D.C. Code § 2–510(a) (2022).

7901.16 Persons with disabilities may request reasonable accommodations in order to participate in the informal hearing process and DCHA will consider

accommodations. DCHA will also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 61 of this Title for more detail pertaining to reasonable accommodation requests.

7902 INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

7902.1 Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

7902.2 Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process.

7902.3 Assistance to a family may not be terminated or denied while DCHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

7902.4 A decision against a family member, issued in accordance with the USCIS appeal process or DCHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

7902.5 As discussed in Chapters 62 and 78, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

(a) That financial assistance shall be denied or terminated and provide a brief explanation of the reasons for the proposed denial or termination of assistance;

(b) The family may be eligible for proration of assistance;

(c) In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families;

(d) That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal;

(e) That the family has a right to request an informal hearing with DCHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal; and

(f) For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

7902.6 When DCHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, DCHA will notify the family of the results of the USCIS verification within fifteen (15) business days.

7902.7 The family will have thirty (30) days from the date of the notification to request an appeal of the USCIS results.

7902.8 The request for appeal must be made by the family in writing directly to the USCIS. The family must provide DCHA with a copy of the written request for appeal and proof of mailing within ten (10) business days of sending the request to the USCIS.

7902.9 The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

7902.10 The USCIS will notify the family, with a copy to DCHA, of its decision. When the USCIS notifies DCHA of the decision, DCHA will notify the family of its right to request an informal hearing within fifteen (15) business days of receiving notice of the USCIS decision regarding the family's immigration status.

7902.11 After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that DCHA provide a hearing. The request for a hearing must be made either within thirty (30) days of receipt of DCHA notice of denial, or within thirty (30) days of receipt of the USCIS appeal decision.

7902.12 DCHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

7902.13 The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of DCHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

7902.14 The family will be allowed to copy any documents related to the hearing at no cost to the family. The family must request discovery of DCHA documents no later than three (3) business days prior to the hearing.

7902.15 DCHA will provide the family the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

7902.16 DCHA will provide the family the opportunity to refute evidence relied upon by DCHA, and to confront and cross-examine all witnesses on whose testimony or information DCHA relies.

7902.17 The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

7902.18 The family is entitled to request an interpreter. DCHA will provide a competent interpreter, free of charge, upon request. The family may also or instead provide its own interpreter, at the expense of the family.

7902.19 The family is entitled to have the hearing recorded by audiotape. DCHA will not provide a transcript of an audio taped informal hearing.

7902.20 DCHA will provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within fourteen (14) calendar days of the date of the informal hearing. The notice will state the basis for the decision.

7902.21 DCHA will retain for a minimum of five (5) years the following documents that may have been submitted to DCHA by the family, or provided to DCHA as part of the USCIS appeal or DCHA informal hearing process:

(a) The application for assistance;

(b) The form completed by the family for income reexamination;

(c) Photocopies of any original documents, including original USCIS documents;

(d) The signed verification consent form;

(e) The USCIS verification results;

(f) The request for a USCIS appeal;

(g) The final USCIS determination;

(h) The request for an informal hearing; and

(i) The final informal hearing decision.

7902.22 After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that DCHA provide a hearing. The request for a hearing must be made either within thirty (30) days of receipt of DCHA notice of termination, or within thirty (30) days of receipt of the USCIS appeal decision.

7902.23 The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in § 7903 below.

7903 GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

7903.1 DCHA's grievance procedure gives residents of public housing an opportunity to grieve any DCHA action or failure to act involving the lease or DCHA policies which adversely affect their rights, duties, welfare, or status.

7903.2 DCHA grievance procedure will be incorporated by reference in the tenant lease.

7903.3 DCHA will provide at least thirty (30) days' notice to tenants and resident organizations setting forth proposed changes in DCHA grievance procedure and provide an opportunity to present written comments. Comments submitted will be considered by DCHA before adoption of any changes to the grievance procedure by DCHA.

7903.4 Residents and resident organizations have thirty (30) calendar days from the date they are notified by DCHA of any proposed changes in the DCHA's grievance procedure, to submit written comments to DCHA.

7903.5 DCHA will furnish a copy of the grievance procedure to each tenant and to resident organizations.

7903.6 There are several terms with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

(a) "Grievance" is any dispute which a head of household may have with respect to DCHA action or failure to act in accordance with the individual tenant's lease or DCHA regulations which adversely affect the individual tenant's rights, duties, welfare or status;

(b) "Complainant" is any head of household (or other adult family member as described in § 7903.10) whose grievance is presented to DCHA or at the property management office;

(c) [RESERVED];

(d) "Due Process Determination" is a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit;

(e) "Elements of Due Process" are an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

(1) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

(2) Right of the tenant to be represented by counsel;

(3) Opportunity for the tenant to refute the evidence presented by DCHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have; or

(4) A decision on the merits;

(f) "Hearing Officer" is an impartial person or selected by DCHA, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training;

(g) "Resident Organization" includes a resident management corporation.

7903.7 The grievance procedure is applicable only to individual tenant issues relating to DCHA. It is not applicable to disputes between tenants not involving DCHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of DCHA.

7903.8 DCHA will not offer grievance hearings for lease terminations involving;

(a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of DCHA;

(b) Any violent or drug-related criminal activity on or off the premises; or

(c) Any criminal activity that resulted in felony conviction of a household member.

7903.9 Chapter 78 contains related policies on the content of termination notices.

7903.10 DCHA will accept requests for a grievance from the head of household either orally or in writing (including emailed requests), to DCHA office within six (6) months of the grievable event. In the event that the head of household no longer resides in the unit because they moved out of the unit or passed, an adult family member who resides in the unit may submit a request for grievance.

7903.11 Within fifteen (15) business days of receipt of the request, DCHA will arrange a meeting with the head of household at a mutually agreeable time and confirm such meeting in writing to the head of household to discuss informal settlement.

7903.12 The informal settlement may be conducted remotely as required by DCHA or may be conducted remotely upon consideration of the request of the tenant. Subsections 7903.33-7903.43 has additional information on how and under what circumstances remote informal settlements may be conducted.

7903.13 If the head of household fails to attend the scheduled meeting without prior notice, DCHA reschedules the appointment only if the head of household can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

7903.14 "Good cause" is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

7903.15 DCHA will prepare a summary of the informal settlement within ten (10) business days with one (1) copy to be given to the head of household and one (1) copy to be retained in DCHA's tenant file.

7903.16 The summary will specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

7903.17 The following applies to requesting a hearing after informal settlement conference:

(a) The head of household must submit a written request (including emailed requests) for a grievance hearing to DCHA's Office of Fair Hearings within fourteen (14) business days of the tenant's receipt of the summary of the informal settlement; and

(b) If the complainant does not request a hearing, DCHA's disposition of the grievance under the informal settlement process becomes final.

7903.18 The following applies to scheduling a hearing:

(a) Within fourteen (14) business days of receiving a written request for a hearing, DCHA's Office of Fair Hearings will schedule and send written notice of the hearing to both the complainant and DCHA; and

(b) If the hearing is conducted remotely, at the time the notice is sent to the complainant, the complainant will be notified:

(1) Regarding the processes involved in a remote grievance hearing;

(2) That DCHA provides technical assistance prior to and during the hearing, if needed; and

(3) That if the complainant or any individual witness has any technological, resource, or accessibility barriers, the family may inform DCHA and the Authority will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

7903.19 The complainant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities.

7903.20 Requests to reschedule a hearing must be made orally or in writing prior to the hearing date.

7903.21 DCHA will require documentation of the "good cause" prior to rescheduling the hearing.

7903.22 DCHA's grievance hearings will be conducted by a single hearing officer appointed by DCHA Office of Fair Hearings (OFH). The OFH will select a hearing officer who was not involved in the decision under appeal.

7903.23 DCHA will conduct all or a portion of their grievance hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If DCHA chooses to conduct remote grievance hearings, complainants may still request an in-person hearing, as applicable.

7903.24 DCHA has the sole discretion to require that hearings be conducted remotely.

7903.25 DCHA will conduct a hearing remotely upon request as a reasonable accommodation for a person with a disability, if a complainant does not have childcare or transportation that would enable them to attend the hearing, or if the complainant believes an in-person hearing would create an undue health risk. DCHA will consider other reasonable requests for a remote hearing on a case-by-case basis.

7903.26 Regardless of whether the hearing is conducted remotely (in whole or in part) or in person, DCHA will compile a hearing packet, consisting of all documents DCHA intends to produce at the hearing. DCHA delivers copies of the hearing packet to the complainant, their representatives, if any, and the hearing officer at least three (3) business days before the scheduled remote hearing. The original hearing packet is in the possession of DCHA representative and retained by the OFH.

7903.27 Regardless of whether the hearing is to be conducted remotely (in whole or in part) or in person, DCHA will require the complainant to provide any documents directly relevant to the hearing at least three (3) business days before the scheduled hearing

through the mail or email. The OFH will scan and email copies of these documents to the hearing officer and the DCHA representative the same day they are received.

7903.28 Documents will be shared electronically whenever possible.

7903.29 As with in-person grievance hearings, the platform for conducting remote grievance hearings will be accessible to persons with disabilities and the grievance hearings will be conducted in accordance with Section 504 and accessibility requirements.

7903.30 As with in-person reviews, LEP requirements also apply to remote grievance hearings, including the use of interpretation services and document translation. Chapter 61 has a thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote grievance hearings.

7903.31 As with in-person grievance hearings, DCHA will provide all materials presented, whether paper or electronic, to the family prior to the remote grievance hearing. The complainant must also be provided with an accessible means by which to transmit their own evidence.

7903.32 DCHA's essential responsibility is to ensure grievance hearings meet the requirements of due process and comply with HUD regulations. All DCHA policies and processes for remote grievance hearings are conducted in accordance with due process requirements and are in compliance with HUD regulations at 24 CFR § 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

7903.33 DCHA will conduct remote grievance hearings via a video conferencing platform, when available.

7903.34 If, after attempting to resolve any barriers, complainants are unable to adequately access the video conferencing platform at any point, or upon request, the grievance hearing will be conducted by telephone conferencing call-in.

7903.35 If the complainant is unable to adequately access the telephone conferencing call-in at any point, the remote grievance hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

7903.36 At least five (5) business days prior to scheduling the remote hearing, DCHA will provide the complainant with login information or conferencing call-in information and an electronic copy of all materials being presented via first class mail or email.

7903.37 The notice in § 7903.36 will advise the family of technological requirements for the hearing and request the complainant notify DCHA of any known barriers. DCHA will resolve any barriers using the guidance in Section 6 of Notice PIH

2020-32, including offering the complainant the opportunity to attend an in-person hearing.

7903.38 DCHA will follow up with a phone call or email to the complainant at least one (1) business day prior to the remote grievance hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

7903.39 DCHA will ensure that all electronic information stored or transmitted with respect to the grievance hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

7903.40 The complainant will be afforded a fair hearing. This includes:

(a) The opportunity to examine before the grievance hearing any DCHA documents, including records and regulations that are directly relevant to the hearing.

(b) The complainant will be allowed to copy any DCHA document at no cost. If DCHA does not make the document available for examination upon request by the complainant, DCHA may not rely on such document at the grievance hearing.

(c) Copies may be obtained from DCHA's property management office, Office of Fair Hearings, or other office designated by DCHA. There will be no charge for documents emailed. The complainant must request discovery of DCHA documents no later than 12:00 p.m. on the business day prior to the hearing.

(d) The right to be represented by counsel or other person chosen to represent the complainant, and to have such person make statements on their behalf. Hearings may be attended by the following persons:

(1) DCHA representatives including any Counsel, witnesses for DCHA, Staff members of the Office of Fair Hearings, and Security Personnel;

(2) Complainant and any witnesses for the complainant;

(3) The complainant 's counsel or other representative;

(4) Persons approved by DCHA as a reasonable accommodation for a person with a disability;

(5) Any other person approved by DCHA.

(e) The right to a private hearing unless the complainant requests a public hearing;

(f) The right to present evidence and arguments in support of the head of household's complaint, to controvert evidence relied on by DCHA or property management, and to confront and cross-examine all witnesses upon whose testimony or information on which DCHA or property management relies; and

(g) A decision based solely and exclusively upon the facts presented at the hearing.

7903.41 If the complainant or DCHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for no more than five (5) business days or may make a determination that the party has waived their right to a hearing in their discretion. Both the complainant and DCHA must be notified of the determination by the hearing officer. Provided that a determination that the complainant has waived their right to a hearing shall not constitute a waiver of any right the complainant may have to contest DCHA's disposition of the grievance in an appropriate judicial proceeding.

7903.42 If the complainant does not appear at the scheduled time of the hearing, the hearing officer will wait up to twenty (20) minutes. If the complainant appears within twenty (20) minutes of the scheduled time, the hearing will be held. If the complainant does not arrive within twenty (20) minutes of the scheduled time, they will be considered to have failed to appear.

7903.43 If the complainant fails to appear and was unable to reschedule the hearing in advance, the complainant must contact DCHA within twenty-four (24) hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the complainant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

7903.44 "Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

7903.45 At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter DCHA must sustain the burden of justifying the action or failure to act against which the complaint is directed.

7903.46 The hearing is conducted informally by the hearing officer. DCHA and the complainant will be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

7903.47 Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence:

(a) "Oral evidence": the testimony of witnesses relevant to the case;

(b) "Documentary evidence": a writing which is relevant to the case, for example, a letter written to DCHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof;

(c) "Demonstrative evidence": Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram; and

(d) "Real evidence": A tangible item relating directly to the case.

7903.48 The following applies to hearsay evidence:

(a) Hearsay evidence is generally admissible in a hearing.

(b) "Hearsay evidence" is evidence based not on a witness' personal knowledge.

(c) The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence.

(d) The hearing officer shall not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

(e) If DCHA fails to comply with the discovery requirements (providing the complainant with the opportunity to examine DCHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

0……..0000000000000000000000000000000000000000000000000000000000000000000000000000 (f)

Other than the failure of DCHA to comply with discovery requirements, the hearing officer has the authority to rule on the admissibility of all other evidence.

7903.49 If the complainant would like DCHA to record proceedings by audio recording, the request must be made to DCHA three (3) days prior to the hearing. DCHA will consider that a recording of the proceedings is a transcript.

7903.50 DCHA will provide reasonable accommodation for persons with disabilities in

order to participate in the hearing in accordance with Chapter 61. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

7903.51 If the complainant is visually impaired, any notice to the complainant which is required in the grievance process will be in an accessible format.

7903.52 DCHA will provide language services as needed throughout the grievance process in accordance with HUD rules and District Law.

7903.53 The following applies to the Hearing Officer's decision:

(a) In rendering a written decision, the hearing officer will consider the following matters:

(1) DCHA's Notice to the Head of Household: The hearing officer will determine if the reasons for DCHA's decision are factually stated in the notice;

(2) Document Review: The hearing officer will determine if the complainant was given the opportunity to examine any relevant documents in accordance with DCHA policy;

(3) DCHA Evidence to Support DCHA's Decision: The evidence consists of the facts presented. The hearing officer will evaluate the facts to determine if they support DCHA's conclusion; and

(4) Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations, Lease, and DCHA policies. If the grounds for termination are not specified in the regulations or in compliance with DCHA policies, then the decision of the Authority will be overturned.

(b) The hearing officer will issue a written decision to the complainant and DCHA no later than ten (10) business days after the hearing. The report will contain the following information:

(1) Hearing information: Name of the complainant; date, time and place of the hearing; name of the hearing officer; name of the DCHA representatives; name of family representative (if any); and names of witnesses (if any);

(2) Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement.

Also includes the date the complainant requested the grievance hearing;

(3) Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence;

(4) Findings of Fact**:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. "Preponderance of the evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence;

(5) Conclusions**:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold DCHA's decision; and

(6) Order**:** The hearing report will include a statement of whether DCHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct DCHA to change the decision in accordance with the hearing officer's determination.

7903.54 The hearing officer has the authority to ask the complainant for additional information or to adjourn the hearing to reconvene at a later date, before reaching a decision.

7903.55 If the complainant misses an appointment or deadline ordered by the hearing officer, the action of DCHA will take effect and another hearing will not be granted.

7903.56 The decision of the hearing officer is binding on DCHA which must take the action, or refrain from taking the action cited in the decision unless the Executive Director determines within a reasonable time, and notifies the complainant that:

(a) The grievance does not concern DCHA action or failure to act in accordance with or involving the complainant's lease on DCHA policies which adversely affect the complainant's rights, duties, welfare, or status; or

(b) The decision of the hearing officer is contrary to federal or District law, HUD regulations or requirements of the annual contributions contract between HUD and DCHA.

7903.57 DCHA or the complainant may challenge the decision of the hearing officer and may present their arguments on the matter to DCHA's ED in writing within ten (10) business days of the date of the hearing officer's decision.

7903.58 The ED has thirty (30) business days to consider the decision.

7903.59 If the ED decides to reverse the hearing officer's decision, s/he must notify the complainant within ten (10) business days of this decision.

7903.60 A decision by the hearing officer or the ED in favor of DCHA or which denies the relief requested by the complainant in whole or in part does not constitute a waiver of any rights, nor effect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review.

Chapter 80, [RESERVED], of Title 14 DCMR, HOUSING, is renamed and replaced in its entirety to read as follows:

CHAPTER 80 PROGRAM INTEGRITY

8000 INTRODUCTION

8000.1 Section 8000 covers DCHA policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. It also describes the actions that are taken in the case of unintentional errors and omissions.

8001 PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

8001.1 DCHA will use the Enterprise Income Verification (EIV) system provided by HUD for preventing errors and program abuse, as available. DCHA will:

(a) Provide applicants and residents with form HUD-52675, "Debts Owed to PHAs and Terminations"; and

(b) Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file.

8001.2 To ensure that DCHA's program is administered effectively and according to the highest ethical and legal standards, DCHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare, including:

(a) Routinely provide resident counseling as part of every reexamination interview in order to clarify any confusion pertaining to program rules and requirements;

(b) Encourage staff to review and explain as needed the contents of HUD and DCHA required forms prior to requesting family member signatures;

(c) Place a warning statement about the penalties for fraud (as described in 18 U.S.C. 1001 and 1010) on key DCHA forms and form letters that request information from a family member;

(d) Provide each applicant and resident with copies of HUD leaflets encouraging compliance with program requirements;

(e) Provide each DCHA employee with training on program rules, including income and rent calculation among other areas, and the organization's standards of conduct and ethics; and

(f) Develop and implement quality control procedures for reviewing income and rent determinations, including calculation and verification.

8001.3 For purposes of this Chapter, the term "error" refers to an unintentional error or omission. "Program abuse" or "fraud" refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

8001.4 DCHA will employ a variety of methods to detect errors and program abuse, including:

(a) Use EIV and other non-HUD sources of up-front income verification, when available. This includes third-party verification companies and any other private or public databases available to DCHA;

(b) At each reexamination, current information provided by the family may be compared to information provided at the last reexamination to identify inconsistencies and incomplete information; and

(c) DCHA will compare family-reported income and expenditures to detect possible unreported income.

8001.5 DCHA will conduct an independent annual audit in compliance with HUD requirements. DCHA will use the results of an independent audit, or HUD monitoring reports, to identify potential program abuses as well as to assess the effectiveness of DCHA's error detection and abuse prevention efforts.

8001.6 DCHA will encourage staff, residents, and the public to report possible program abuse.

8001.7 DCHA will review all referrals, specific allegations, complaints, and tips from any

source including other agencies, companies, and individuals, to determine if they warrant investigation.

(a) In order for DCHA to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

(b) DCHA will investigate when inconsistent or contradictory information is detected through file reviews and the verification process, and may use all available DCHA and public records.

8001.8 DCHA will base its evaluation of investigatory conclusions (that is, the results of DCHA's investigation) on a preponderance of the evidence collected during its investigation. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

(a) "Preponderance of the evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

(b) For each investigation, DCHA will make a determination of:

(1) Whether an error or program abuse has occurred;

(2) Whether any amount of money is owed to DCHA;

(3) Whether any amount of money is owed to the resident; and

(4) What corrective measures or penalties are to be assessed.

8001.9 DCHA may, at its discretion, seek to enforce other corrective actions and penalties if available.

8001.10 In the case of family-caused errors or program abuse, DCHA takes into consideration:

(a) The seriousness of the offense and the extent of participation or culpability of individual family members;

(b) Any special circumstances surrounding the case;

(c) Any mitigating circumstances related to the disability of a family member; and

(d) The effects of a particular remedy on family members who were not involved in the offense.

8001.11 DCHA will inform the relevant party in writing of its findings and remedies within thirty (30) days of the conclusion of an investigation. The notice will include:

(a) A description of the error or program abuse;

(b) The basis on which DCHA determined the error or program abuses;

(c) The remedies to be employed; and

(d) The family's right to appeal the results through an informal hearing or grievance hearing.

8002 CORRECTIVE MEASURES AND PENALTIES

8002.1 [RESERVED]

8002.2 [RESERVED]

8002.3 Whether the incorrect rental determination is an overpayment or underpayment, DCHA will promptly correct the tenant rent.

8002.4 The following applies to changes in rent:

(a) An increase in the tenant rent is implemented on the first day of the next month following a written thirty (30) day notice.

(b) A decrease in tenant rent becomes effective on the first (1st) of the month following the discovery of the error.

8002.5 [RESERVED]

8002.6 An incorrect rent determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, expenses, or other relevant criteria, but also would include instances in which a member of the participant family knowingly allows DCHA to use incorrect information provided by a third party.

8002.7 In the case of family-caused errors or program abuse, the family is required to repay all amounts of rent underpaid. DCHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 81. If the family fails to repay the amount owed, DCHA may terminate the family's lease in accordance with the policies in Chapter 78.

8002.8 DCHA will not reimburse a family for any overpayment of rent when the overpayment clearly is caused by the family.

8002.9 An applicant or resident in the public housing program must not knowingly:

(a) Make a false statement to DCHA;

(b) Provide incomplete or false information to DCHA; or

(c) Commit fraud or make false statements in connection with an application for assistance or with reexamination of income.

8002.10 Any of the following is considered evidence of family program abuse:

(a) Offering bribes or illegal gratuities to the DCHA Board of Commissioners, employees, contractors, or other DCHA representatives;

(b) Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to DCHA on the family's behalf;

(c) Use of a false name or the use of falsified, forged, or altered documents;

(d) Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition);

(e) Omitted facts that were obviously known by a family member (e.g., not reporting employment or other types of relevant income); and

(f) Admission of program abuse by an adult family member.

DCHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this Chapter 80.

8002.11 In the case of program abuse caused by a family, DCHA may, at its discretion, impose any of the following remedies (in addition to other remedies available to DCHA):

(a) Require the family to repay any amounts owed to the program;

(b) Require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit in conformance with the policies in Chapter 62 (for applicants) and Chapter 78 (for residents);

(c) Deny admission or terminate the family's lease following the policies set forth in Chapter 62 and Chapter 78 respectively; or

(d) Refer the family for state or federal criminal prosecution.

8002.12 DCHA-caused incorrect rental determinations include:

(a) Failing to correctly apply public housing rules regarding family composition, income, assets, and expenses; and

(b) Errors in calculation.

8002.13 DCHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A "de minimis error" is an error where DCHA's determination of family income deviates from the correct income determination by no more than Thirty Dollars ($30) per month in monthly adjusted income ($360 in annual adjusted income) per family.

8002.14 DCHA will still take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent as a result of the de minimis error in the income determination, but families will not be required to repay DCHA in instances where DCHA has miscalculated income resulting in a family being undercharged for rent.

8002.15 A family is not required to repay an underpayment of rent if the error or program abuse is caused by DCHA staff.

8002.16 DCHA will reimburse a family for any overpayment of rent if the overpayment is the result of DCHA error or staff program abuse.

8002.17 Any of the following may be considered evidence of program abuse by DCHA staff:

(a) Failing to comply with any public housing program requirements for personal gain;

(b) Failing to comply with any public housing program requirements as a result of a conflict-of-interest relationship with any applicant or resident;

(c) Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to DCHA;

(d) Disclosing confidential or proprietary information to outside parties;

(e) Gaining profit because of insider knowledge of DCHA activities, policies, or practices;

(f) Misappropriating or misusing public housing funds;

(g) Destroying, concealing, removing, or inappropriately using any records related to the public housing program;

(h) Committing any other corrupt or criminal act in connection with any federal housing program;

(i) Committing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment;

(j) Allowing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment, where DCHA knew or should have known such harassment was occurring;

(k) Retaliating against any applicant, resident, or staff reporting sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment; and

(l) Other activities cited in the DC Human Rights Act locally administered by the Office of Human Rights (OHR).

8002.18 When DCHA determines that program abuse by a family or DCHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, DCHA may refer the matter to an appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General.

Other criminal violations related to the public housing program will be referred to the appropriate local, state, or federal entity.

8002.19 Notwithstanding other provisions of this chapter, DCHA may, in its sole discretion, delegate the investigation to a third party in which the third party will follow their own investigatory procedures.

8002.20 A participant accused of or subject to an investigation involving suspected program error, fraud, or abuse, will be afforded the opportunity for a hearing through DCHA's grievance process.

Chapter 81, RENTAL SUBSIDY PROGRAMS: HOUSING QUALITY STANDARDS AND INSPECTIONS, of Title 14 DCMR, HOUSING, is deleted, renamed, and replaced in its entirety to read as follows:

CHAPTER 81 PROGRAM ADMINISTRATION

8100 INTRODUCTION

8100.1 Section 8100 discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in seven (7) parts as described below:

(a) Section 8101 describes DCHA's policies for establishing and revising utility allowances, and surcharges for excess consumption of DCHA furnished utilities;

(b) Section 8102 describes DCHA's policies related to establishing and updating flat rent amounts;

(c) Section 8103 contains DCHA's policies for recovering monies that have been underpaid by families and describes the circumstances under which DCHA offers repayment agreements to families and the consequences for failure to make payments in accordance with a repayment agreement;

(d) Section 8105 outlines the privacy rights of applicants and residents and record retention policies that DCHA follows;

(e) Section 8106 describes DCHA's reporting responsibilities related to children with elevated blood lead levels that reside in public housing; and

(f) Section 8107 contains key terms used in the Violence Against Women Act (VAWA) and describes requirements related to notifying families about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, and/or stalking; and maintaining the confidentiality of information obtained from victims.

8101 SETTING UTILITY ALLOWANCES

8101.1 [RESERVED].

8101.2 [RESERVED].

8101.3 DCHA furnishes utilities for DCHA-owned and operated public housing properties.

8101.4 DCHA will maintain a record that documents the basis on which utility allowances

and scheduled surcharges are established and revised, and the record shall be made available for inspection by residents upon request.

8101.5 DCHA will establish separate allowances for each utility and for each category of dwelling units DCHA determines to be reasonably comparable as to factors affecting utility usage.

8101.6 [RESERVED]

8101.7 Utilities shall include gas, electricity, fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit.

8101.8 [RESERVED].

8101.9 [RESERVED]

8101.10 [RESERVED].

8101.11 DCHA will review annually the basis on which utility allowances have been established and revise the allowances, if necessary, in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR § 965.505. The review will include substantial changes in the physical condition of the building including DCHA's completion of modernization or other energy conservation measures implemented by DCHA indicating probability of a significant change in reasonable requirements and changes in utility rates.

8101.12 Between annual reviews of utility allowances, DCHA will only revise its utility allowances when required by changes in federal or local law.

8101.13 [RESERVED].

8101.14 [RESERVED]

8101.15 DCHA will give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice must be given in the manner provided in the lease and must:

(a) Be provided at least sixty (60) days before the proposed effective date of the allowances, scheduled surcharges, or revisions;

(b) Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges;

(c) Notify residents of the place where DCHA's documentation on which allowances and surcharges are based is available for inspection; and

(d) Provide all residents an opportunity to submit written comments during a period expiring not less than thirty (30) days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

8101.16 On request from a family, DCHA may approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability. DCHA may grant an exemption from the excess utility surcharge for resident-supplied appliances as a reasonable accommodation to residents with disabilities if there is a verified need for special equipment because of the disability.

8101.17 [RESERVED]

8102 ESTABLISHING FLAT RENTS

8102.1 [RESERVED]

8102.2 [RESERVED]

8102.3 For areas where HUD has not determined a SAFMR or an unadjusted rent, DCHA will set flat rents at no less than eighty percent (80%) of the FMR or apply for an exception flat rent.

8102.4 [RESERVED]

8102.5 [RESERVED]

8102.6 DCHA will apply a utility allowance to flat rents as necessary. Flat rents set at eighty percent (80%) of the FMR must be reduced by the amount of the unit's utility allowance, if any.

8102.7 No later than ninety (90) days after the effective date of the new annual FMRs/SAFMRs/unadjusted rent, DCHA will implement new flat rents as necessary based changes to the FMR/SAFMR/unadjusted rent or request an exception.

8102.8 [RESERVED]

8102.9 DCHA will update flat rents as follows:

(a) If the FMR/SAFMR/unadjusted rent is lower than the previous year, DCHA will reduce flat rents to eighty percent (80%) of the current FMR/SAFMR.

(b) DCHA will apply updated flat rents at each family's next reexamination or flat rent update after implementation of the new flat rents.

(c) DCHA will publicly post the schedule of flat rents in a conspicuous manner in the applicable DCHA and in the property management office.

8102.10 DCHA will maintain records that document the method used to determine flat rents, and that show how flat rents were determined by DCHA in accordance with this method.

8103 FAMILY DEBTS TO DCHA

8103.1 Families are required to reimburse DCHA if they were charged less rent than required because the family either underreported or failed to report income. DCHA will determine retroactive rent amount as far back as DCHA has documentation of family unreported income.

8103.2 When an action or inaction of a resident family results in the underpayment of rent or other amounts, DCHA holds the family liable to return any underpayments to DCHA.

8103.3 DCHA will enter into repayment agreements in accordance with the policies contained in this section to recover overpayments.

8103.4 Any amount owed to DCHA by a public housing family must be repaid. If the family is unable to repay the debt within thirty (30) days, DCHA will offer to enter into a repayment agreement in accordance with the policies below.

8103.5 If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, DCHA will terminate the family's tenancy in accordance with the ACOP and District of Columbia law.

8103.6 When a family refuses to repay monies owed to DCHA, in addition to termination of program assistance, DCHA may utilize other available collection alternatives including, but not limited to, the following:

(a) Collection agencies;

(b) Small claims court;

(c) Civil lawsuit; or

(d) State income tax set-off program.

8103.7 The term "repayment agreement" refers to a formal written document signed by a tenant and provided to DCHA in which a tenant acknowledges a debt in a specific

amount and agrees to repay the amount due at specific time periods.

8103.8 Before executing a repayment agreement with a family, DCHA generally requires a down payment of twenty-five percent (25%) of the total amount owed. If the family can provide evidence satisfactory to DCHA that a down payment of twenty-five percent (25%) would impose an undue hardship, DCHA may, in its sole discretion, require a lesser percentage or waive the requirement.

8103.9 DCHA will determine the repayment agreement monthly payment in accordance with the following:

(a) If a family is paying less than forty percent (40%) of its monthly adjusted income (MAI) in rent, the minimum monthly payment amount is:

(1) The difference between forty percent (40%) of the family's MAI; and

(2) The Total Tenant Payment (TTP) at the time the agreement is executed.

(b) If a family can provide evidence satisfactory to DCHA that the monthly payment amount would impose an undue hardship, DCHA may, in its sole discretion, require a lower monthly payment amount; and

(c) If the family's income increases or decreases during the term of a repayment agreement, either DCHA or the family may request that the monthly payment amount be adjusted accordingly.

8103.10 Any repayment agreement between DCHA and a family will be in writing, signed, and dated by DCHA and by the head of household and spouse or co-head (if applicable).

8103.11 All payments are due by the close of business on the fifteenth (15th) day of the month. If the fifteenth (15th) does not fall on a business day, the due date is the close of business on the first business day after the fifteenth (15th).

8103.12 Repayment agreement payments must be made in accordance with the following:

(a) If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by DCHA, DCHA will send the family a delinquency notice giving the family ten (10) business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it shall be considered a breach of the agreement and DCHA shall terminate tenancy in accordance with the policies in Chapter 78; and

(b) If a family receives three (3) delinquency notices for unexcused late payments in a twelve (12) month period, the repayment agreement will be considered in default, and DCHA shall terminate tenancy in accordance with the policies in Chapter 78.

8103.13 DCHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family, or if the amount owed by the family exceeds the federal or District threshold for criminal prosecution.

8103.14 All repayment agreements will include the total retroactive rent amount owed, amount of down payment made at time of execution, the monthly repayment amount, and the following:

(a) A reference to the items in the public housing lease that state the family's obligation to provide true and complete information at every reexamination and the grounds on which DCHA may terminate assistance because of a family's action or failure to act;

(b) A statement clarifying that each month the family not only must pay to DCHA the monthly payment amount specified in the agreement but must also pay to DCHA the monthly tenant rent;

(c) A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases; and

(d) A statement that late or missed payments constitute default of the repayment agreement and may result in termination of tenancy.

8104 [RESERVED]

8104.1 [RESERVED]

8104.2 [RESERVED]

8105 RECORD KEEPING

8105.1 DCHA will maintain records as follows:

(a) DCHA will keep at least the last three (3) years of the Form HUD-50058 and supporting documentation, and for at least three (3) years after end of participation all documents related to a family's eligibility, tenancy, and termination;

(b) DCHA will keep Enterprise Income Verification (EIV) system Income Reports in the tenant file for the duration of the tenancy and for three (3) years from the end of participation date.

(c) In addition, DCHA will keep the following records for at least three (3) years:

(1) An application from each ineligible family and notice that the applicant is not eligible;

(2) Lead-based paint records as required by 24 CFR 35, Subpart B;

(3) Documentation supporting the establishment of flat rents;

(4) Documentation supporting the establishment of utility allowances and surcharges;

(5) Accounts and other records supporting DCHA budget and financial statements for the program;

(6) Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule;

(7) Confidential records of all emergency transfers related to VAWA requested under DCHA's Emergency Transfer Plan and the outcomes of such requests; and

(8) Other records as determined by DCHA or as required by HUD.

(d) If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents in accordance with Chapter 79 of this Title.

8105.2 Records will be kept in accordance with the following:

(a) All applicant and participant information will be kept in a secure location and access will be limited to authorized DCHA staff on an as-needed basis only; and

(b) DCHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

8105.3 The collection, maintenance, use, and dissemination of Social Security numbers (SSNs), employer identification numbers (EINs), any information derived from these numbers, and income information of applicants and participants will be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal and District of Columbia law.

8105.4 [RESERVED]

8105.5 DCHA will follow EIV security procedures required by HUD.

8105.6 DCHA will only disclose the criminal conviction records which DCHA receives from a law enforcement agency to officers or employees of DCHA, or to authorized representatives of DCHA who have a job-related need to have access to the information.

8105.7 DCHA will implement a system of records management that ensures that any criminal record received by DCHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the DCHA action without institution of a challenge or final disposition of any such litigation.

8105.8 DCHA will implement a system of records management that ensures that any sex offender registration information received by DCHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the DCHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed shall be retained. This requirement does not apply to information that is public information, or is obtained by DCHA other than under 24 CFR §5.905.

8105.9 DCHA is not permitted to inquire about the nature or extent of a person's disability. DCHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If DCHA receives a verification document that provides such information, DCHA will not place this information in the tenant file. DCHA will destroy the document.

8105.10 For requirements and DCHA's policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, and/or stalking, see § 8107.

8106 REPORTING REQUIREMENTS FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL

8106.1 DCHA will provide the public health department written notice of the address of any child identified as having an elevated blood lead level.

8106.2 DCHA will provide written notice of the address of a child identified and verified as having an elevated blood lead level (EBLL) to the HUD field office, to HUD's Office of Lead Hazard Control (OLHCHH), and the District of Columbia

Department of Energy and Environment (DOEE) within five (5) business days of receiving the information.

8106.3 DCHA will comply with the requirements set forth in the regulations at 24 CFR §35.1130 to reduce the lead paint hazard.

8107 VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY

8107.1 The Violence against Women Reauthorization Act of 2022 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, or stalking who are public housing applicants or residents. The purpose of § 8107 is to help ensure that all actual and potential beneficiaries of DCHA's public housing program are aware of their rights under VAWA.

8107.2 VAWA protections are available to victims of domestic violence, dating violence, sexual assault, and/or stalking without regard to sex, gender identity, sexual orientation, race, color, national origin, religion, familial status, disability, or age.

8107.3 In addition to definitions of key terms used in VAWA, § 8107 contains general VAWA requirements and DCHA's policies in three areas: notification, documentation, and confidentiality.

8107.4 As used in VAWA:

(a) The term "affiliated individual" means, with respect to a person:

(1) A spouse, parent, brother or sister, or child of that individual, or an individual to whom that person stands in the position or place of a parent; or

(2) Any individual, tenant or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking;

(b) The term "bifurcate" means, with respect to a public housing lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact;

(c) The term "dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship is determined based on a consideration of the following factors:

(1) The length of the relationship;

(2) The type of relationship; and

(3) The frequency of interaction between the persons involved in the relationship;

(d) The term "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

(1) The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim;

(2) A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner;

(3) A person with whom the victim shares a child in common; and

(4) A person who commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction.

(e) The term "economic abuse" means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:

(1) Restrict a person's access to money, assets, credit, or financial information;

(2) Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; and

(3) Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty;

(f) The term "sexual assault" means any nonconsensual sexual act proscribed

by Federal, tribal, or State law, including when the victim lacks the capacity to consent;

(g) The term "stalking" means to engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress; and

(h) The term "technological abuse" means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, and/or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

(1) Internet enabled devices;
(2) Online spaces and platforms;
(3) Computers;
(4) Mobile devices;
(5) Cameras and imaging programs;
(6) Apps;
(7) Location tracking devices;
(8) Communication technologies, or
(9) Any other emergency technologies.

8107.5 DCHA will post the following information regarding VAWA in its offices and on its website. It shall also make the information readily available to anyone who requests it:

(a) A notice of occupancy rights under VAWA to public housing program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380);

(b) A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation;

(c) A copy of DCHA's emergency transfer plan;

(d) A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, form HUD-5383;

(e) The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800787-3224 (TTY); and

(f) Contact information for local victim advocacy groups or service providers.

8107.6 DCHA will provide the notice of occupancy rights under VAWA, along with the VAWA self-certification form (HUD-5382), as follows:

(a) The VAWA information provided to applicants and tenants will consist of the notices specified in §§ 8107.5(a) and 8107.6;

(b) DCHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. DCHA will also include such information in all notices of denial of assistance; and

(c) DCHA will provide all tenants with information about VAWA at the time of admission and at reexamination. DCHA will also include such information in all lease termination notices.

8107.7 DCHA's alternative methods of communicating with the VAWA victim include the following:

(a) Whenever DCHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, DCHA will attempt to deliver the information by other means, i.e., by hand directly to the victim, email, or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. DCHA may decide not to send mail regarding VAWA protections to the victim's unit if DCHA believes the perpetrator may have access to the victim's mail, unless requested by the victim;

(b) When discussing VAWA with the victim, DCHA will take reasonable precautions to ensure that no one can overhear the conversation such as having conversations in a private room; and

(c) The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections. The victim must provide to DCHA an authorization to release information to the designee.

8107.8 If a tenant or applicant requests protections under VAWA, DCHA will request in writing that the tenant provide documentation in accordance with § 8107.

(a) Any request for documentation of domestic violence, dating violence, sexual assault, and/or stalking shall be in writing, shall specify a deadline of 30 calendar days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline;

(b) DCHA may, in its discretion, extend the deadline for ten (10) business days. In determining whether to extend the deadline, DCHA shall consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues. Any extension granted by DCHA will be in writing.

(c) If the tenant or applicant fails to provide the documentation within 30 calendar days from the date of receipt of the written request for documentation, or such longer time as permitted in § 8107.8(b), DCHA may deny relief for protection under VAWA.

8107.9 The individual may satisfy DCHA's request by providing any one of the following three (3) forms of documentation:

(a) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) or comparable report or document providing the required information, which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim;

(b) A federal, state, tribal, territorial, or local police report or court record, or an administrative record that documents the incident of domestic violence, dating violence, sexual assault, or stalking (i.e., police reports, protective orders, and restraining orders); or

(c) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, and/or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

8107.10 DCHA will not require third-party documentation in addition to the HUD-approved certification form, except in instances of conflicting documentation.

8107.11 Once the victim provides documentation, DCHA shall acknowledge receipt of the documentation.

8107.12 If presented with conflicting certification documents from members of the same household, DCHA will attempt to determine which is the true victim by requiring

each of them to provide third-party documentation in accordance with § 8107.9(b)-(c). When requesting third-party documents, DCHA shall provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given thirty (30) calendar days from the date of the request to provide such documentation.

8107.13 If DCHA does not receive third-party documentation within the required timeframe (and any extensions), DCHA will deny VAWA protections and shall notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, DCHA will hold separate hearings for the applicants or tenants.

8107.14 If DCHA receives third-party documentation within the required timeframe, the documentation will be reviewed by DCHA's VAWA panel and a recommendation shall be made to the program for final determination.

8107.15 Generally, DCHA will require documentation of abuse as outlined § 8107.9. If DCHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, DCHA will document acceptance of the individual's statement or evidence.

8107.16 All information provided to DCHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, will be retained in confidence.

8107.17 With respect to the information in § 8107.16, DCHA will not:

(a) Enter the information into any shared database;

(b) Allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work; and

(c) Provide the information to any other entity or individual, except to the extent that the disclosure is:

(1) Requested or consented to by the individual in writing in a time-limited release,

(2) Required for use in an eviction proceeding; or

(3) Otherwise required by applicable law.

8107.18 If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, DCHA will inform the victim before disclosure occurs so that

safety risks can be identified and addressed.

All persons desiring to comment on these proposed rules must submit comments in writing, no later than thirty (30) days after the date of publication of this notice in the *District of Columbia Register*, to the following: District of Columbia Housing Authority, Office of the General Counsel, 300 7th Street, SW, Washington, D.C. 20024 or in the alternative to email comments to PublicationComments@dchousing.org. Copies of these proposed regulations may be obtained without charge at the above-described address.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2026-016
February 9, 2026

SUBJECT: Appointments — District of Columbia Water and Sewer Authority Board of Directors

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by section 422(2) of the District of Columbia Home Rule Act, approved December 24, 1973, 87 Stat. 790, Pub. L. 93-198, D.C. Official Code § 1-204.22(2), pursuant to section 204 of Title II of the Water and Sewer Authority Establishment and Department of Public Works Reorganization Act of 1996, effective April 18, 1996, D.C. Law 11-111, D.C. Official Code § 34-2202.04, pursuant to the District of Columbia Water and Sewer Authority Board of Directors Dr. Jimmy Ortiz Confirmation Resolution of 2025, effective July 1, 2025, Resolution 26-0141, pursuant to the District of Columbia Water and Sewer Authority Board of Directors Robert Hawkins Confirmation Resolution of 2025, effective July 1, 2025, Resolution 26-0140, pursuant to the District of Columbia Water and Sewer Authority Board of Directors Dr. Alexander McPhail Confirmation Resolution of 2025, effective July 1, 2025, Resolution 26-0142, and in accordance with section 2 of the Confirmation Act of 1978, effective March 3, 1979, D.C. Law 2-142, D.C. Official Code § 1-523.01, it is hereby **ORDERED** that:

1. **DR. JIMMY ORTIZ** is appointed as an alternate District resident member of the Board of Directors of the District of Columbia Water and Sewer Authority ("Board"), filling a vacant seat formerly held by Kendrick E. Curry, for the remainder of an unexpired term to end September 12, 2026.

2. **ROB HAWKINS** is appointed as an alternate District resident member of the Board, filling a vacant seat formerly held by Ivan Frishberg, for the remainder of an unexpired term to end September 12, 2028.

3. **DR. ALEXANDER MCPHAIL** is appointed as an alternate District resident member of the Board, filling a vacant seat formerly held by Dr. Joe Leonard, for the remainder of an unexpired term to end September 12, 2028.

4. **EFFECTIVE DATE:** This Order shall be effective *nunc pro tunc* to July 1, 2025.

MURIEL BOWSER
MAYOR

ATTEST: Kimberly A. Bassett
KIMBERLY A. BASSETT
SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2026-017
February 9, 2026

SUBJECT: Reappointment and Appointments — Science Advisory Board

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by section 422(2) of the District of Columbia Home Rule Act, approved December 24, 1973, 87 Stat. 790, Pub. L. 93-198, D.C. Official Code § 1-204.22(2), pursuant to section 12 of the Department of Forensic Sciences Establishment Act of 2011, effective August 17, 2011, D.C. Law 19-18, D.C. Official Code § 5-1501.11, pursuant to the Science Advisory Board Laura Sudkamp Confirmation Resolution of 2025, effective July 14, 2025, Resolution 26-0168, pursuant to the Science Advisory Board Justine Kreso Confirmation Resolution of 2025, effective July 14, 2025, Resolution 26-0167, pursuant to the Science Advisory Board Mark Mogle Confirmation Resolution of 2025, effective July 14, 2025, Resolution 26-0169, and in accordance with section 2 of the Confirmation Act of 1978, effective March 3, 1979, D.C. Law 2-142, D.C. Official Code § 1-523.01, it is hereby **ORDERED** that:

1. **LAURA SUDKAMP** is reappointed as a scientist with experience in scientific research and methodology, who has published in peer-reviewed scientific journals, and who is not currently employed by the Department of Forensic Sciences or by a law enforcement laboratory or agency member of the Science Advisory Board (the "Board"), for a term to end April 18, 2028.

2. **JUSTINE KRESO** is appointed as a scientist with experience in scientific research and methodology, who has been published in peer-reviewed scientific journals, who is not currently employed by the Department of Forensic Sciences or by a law enforcement laboratory or agency, and with expertise in quality assurance member of the Board, filling a vacant seat formerly held by Marla Carroll, for the remainder of an unexpired term to end April 18, 2028.

3. **MARK MOGLE** is appointed as a forensic scientist not currently employed by the Department of Forensic Sciences or by a law enforcement laboratory or agency that provides forensic science services to the District member of the Board, filling a vacant seat formerly held by Eugene Lien, for the remainder of an unexpired term to end April 18, 2028.

4. **EFFECTIVE DATE:** This Order shall be effective *nunc pro tunc* to July 14, 2025.

MURIEL BOWSER
MAYOR

ATTEST: _____
KIMBERLY A. BASSETT
SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2026-018
February 9, 2026

SUBJECT: Appointments — Board of Rehabilitative Therapies

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by section 422(2) of the District of Columbia Home Rule Act, approved December 24, 1973, 87 Stat. 790, Pub. L. 93-198, D.C. Official Code § 1-204.22(2), pursuant to section 223 of the District of Columbia Health Occupations Revisions Act of 1985, effective July 19, 2024, D.C. Law 25-191, D.C. Official Code § 3-1202.23, pursuant to the Board of Rehabilitative Therapies Dr. Bernardine Evans Confirmation Resolution of 2025, effective June 28, 2025, Proposed Resolution 26-0193, pursuant to the Board of Rehabilitative Therapies Rayan Hagona-Wordie Confirmation Resolution of 2025, effective June 28, 2025, Proposed Resolution 26-0198, pursuant to the Board of Rehabilitative Therapies Dr. Nicholas Caylor Confirmation Resolution of 2025, effective June 28, 2025, Proposed Resolution 26-0195, pursuant to the Board of Rehabilitative Therapies Dr. Gillian Rai Confirmation Resolution of 2025, effective June 28, 2025, Proposed Resolution 26-0199, pursuant to the Board of Rehabilitative Therapies Omololu Majekodunmi Confirmation Resolution of 2025, effective June 28, 2025, Proposed Resolution 26-0197, pursuant to the Board of Rehabilitative Therapies Charles Bond Confirmation Resolution of 2025, effective June 28, 2025, Proposed Resolution 26-0192, pursuant to the Board of Rehabilitative Therapies Dr. Angela Grice Confirmation Resolution of 2025, effective June 28, 2025, Proposed Resolution 26-0194, and in accordance with section 2 of the Confirmation Act of 1978, effective March 3, 1979, D.C. Law 2-142, D.C. Official Code § 1-523.01, it is hereby **ORDERED** that:

1. The following individuals are appointed as physical therapists licensed in the District members of the Board of Rehabilitative Therapies (the "Board"), filling new seats:

   a. **DR. BERNARDINE EVANS**, for a term of one year from June 28, 2025;
   b. **RAYAN HAGONA-WORDIE**, for a term of two years from June 28, 2025; and
   c. **DR. NICHOLAS CAYLOR**, for a term of three years from June 28, 2025.

2. The following individuals are appointed as occupational therapists licensed in the District members of the Board, filling new seats:

   a. **DR. GILLIAN RAI**, for a term of two years from June 28, 2025; and
   b. **OMOLOLU MAJEKODUNMI**, for a term of three years from June 28, 2025.

3. **CHARLES BOND** is appointed as a recreational therapist licensed in the District member of the Board, filling a new seat, for a term of two years from June 28, 2025.

4. **DR. ANGELA GRICE** is appointed as a speech-language pathologist licensed in the District member of the Board, filling a new seat, for a term of three years from June 28, 2025.

5. **DR. ANGELA GRICE** is designated as Chairperson and shall serve in that capacity at the pleasure of the Mayor.

6. **EFFECTIVE DATE:** This Order shall be effective *nunc pro tunc* to June 28, 2025.

MURIEL BOWSER
MAYOR

ATTEST: Kimberly A. Bassett
KIMBERLY A. BASSETT
SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2026-019
February 9, 2026

SUBJECT: Reappointment — District of Columbia State Athletics Commission

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by section 422(2) of the District of Columbia Home Rule Act, approved December 24, 1973, 87 Stat. 790, Pub. L. 93-198, D.C. Official Code § 1-204.22(2), pursuant to section 103 of the District of Columbia State Athletics Commission Establishment and State Athletic Association Reorganization Act of 2016, effective April 7, 2017, D.C. Law 21-263, D.C. Official Code § 38-2661.11, pursuant to the District of Columbia State Athletics Commission Marcus Turner Confirmation Resolution of 2025, effective April 01, 2025, Resolution 26-0065, and in accordance with section 2 of the Confirmation Act of 1978, effective March 3, 1979, D.C. Law 2-142, D.C. Official Code § 1-523.01, it is hereby **ORDERED** that:

1. **MARCUS TURNER** is reappointed as a voting member of the District of Columbia State Athletics Commission who is a parent of a student enrolled in a private or parochial member school located in the District, for a term to end November 16, 2028.

2. **EFFECTIVE DATE:** This Order shall be effective *nunc pro tunc* to April 1, 2025.

MURIEL BOWSER
MAYOR

ATTEST: Kimberly A. Bassett
KIMBERLY A. BASSETT
SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2026-020
February 9, 2026

SUBJECT: Reappointment — Rent Administrator

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by section 422(2) of the District of Columbia Home Rule Act, approved December 24, 1973, 87 Stat. 790, Pub. L. 93-198, D.C. Official Code § 1-204.22(2), pursuant to section 203a of the Rental Housing Act of 1985, effective March 25, 2009, D.C. Law 17-366, D.C. Official Code § 42-3502.03a, pursuant to the Rent Administrator Lauren Pair Confirmation Resolution of 2023, effective November 21, 2023, Proposed Resolution 25-0449, and in accordance with section 2 of the Confirmation Act of 1978, effective March 3, 1979, D.C. Law 2-142, D.C. Official Code § 1-523.01, it is hereby **ORDERED** that:

1. **LAUREN PAIR** is reappointed as Rent Administrator, for a term to end November 21, 2026.

2. This Order supersedes Mayor's Order 2017-164, dated July 19, 2017.

3. **EFFECTIVE DATE:** This Order shall be effective *nunc pro tunc* to November 21, 2023.

MURIEL BOWSER
MAYOR

ATTEST:
KIMBERLY A. BASSETT
SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2026-021
February 10, 2026

SUBJECT: Dissolution of the Construction Codes Coordinating Board

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(6) and (11) of the District of Columbia Home Rule Act of 1973, approved December 24, 1973, 87 Stat. 790, Pub. L. 93-198, D.C. Official Code § 1-204.22(6) and (11), it is hereby **ORDERED** that:

1. Mayor's Order 2009-22, dated February 25, 2009, as amended by Mayor's Order 2009-195, dated November 3, 2009, Mayor's Order 2012-32, dated February 29, 2012, and Mayor's Order 2023-111, dated September 22, 2023, which established the Construction Codes Coordinating Board ("Board"), is rescinded, and the Board is thereby dissolved.

2. All property and records of the Board shall be transferred to, and become the property and records of, the Department of Buildings.

3. This Order supersedes all prior Mayor's Orders to the extent of any inconsistency therein.

4. **EFFECTIVE DATE:** This Order shall become effective immediately.

MURIEL BOWSER
MAYOR

ATTEST: Kimberly A. Bassett
KIMBERLY A. BASSETT
SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 2026-022
February 11, 2026

SUBJECT: Delegation — Authority to the Director of the Department of Buildings to amend the Construction Codes and to adopt new supplements and editions of the Model Codes

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by sections 422(6) and (11) of the District of Columbia Home Rule Act of 1973, approved December 24, 1973, 87 Stat. 790, Pub. L. 93-198, D.C. Official Code § 1-204.22(6) and (11), it is hereby **ORDERED** that:

1. The Director of the Department of Buildings is delegated the authority vested in the Mayor by section 10 of the Construction Codes Approval and Amendments Act of 1986 (the "Act"), effective March 21, 1987 (D.C. Law 6-216; D.C. Official Code § 6-1409), to issue rules to amend the Construction Codes and to adopt new supplements and editions of the Model Codes, other than rules regulating the construction, reconstruction, alteration, addition, repair, removal, demolition, use, location, equipment occupancy, or maintenance of signs or advertising devices under section 4(b) of the Act (D.C. Official Code § 6-1403(b)).

2. This Order supersedes all prior Mayor's Orders to the extent of any inconsistency therein.

3. **EFFECTIVE DATE:** This Order shall become effective immediately.

MURIEL BOWSER
MAYOR

ATTEST: Kimberly A. Bassett
KIMBERLY A. BASSETT
SECRETARY OF STATE OF THE DISTRICT OF COLUMBIA

GOVERNMENT OF THE DISTRICT OF COLUMBIA

COMMISSION ON THE ARTS AND HUMANITIES

NOTICE OF PUBLIC MEETING

The District of Columbia Commission on the Arts and Humanities Board of Commissioners will hold its regular monthly business meeting on **Monday February 23, 2026, at 5:30 pm.** Below is a draft agenda for the meeting. Updates to the meeting agenda will be posted on the Commission's website at www.dcarts.dc.gov.

The meeting will be a hybrid meeting happening in person at the 200 I St SE Community Room as well as via Zoom and livestreamed to the Commission's YouTube channel. Members of the public are invited to observe the meeting in person or through the live broadcast of the meeting online at https://bit.ly/dcartsyoutube. A recording of the meeting will be available on the Commission's website.

DRAFT AGENDA

1. Call to Order
2. Roll Call and Determination of Quorum
3. Land Acknowledgement
4. Welcome
5. Presentation
6. Public Comment Period – Members of the public may request three minutes to make public comments before the Board. Requests to make public comments must be submitted by noon on the Thursday before the meeting via the online form at https://dcarts.dc.gov/page/cah-public-comment-signup-form
7. Executive Director's Report
8. Finance Update
9. Committee Reports
10. Unfinished and New Business
11. Adjournment

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
COMMISSION ON THE ARTS AND HUMANITIES

NOTICE OF EXECUTIVE COMMITTEE PUBLIC MEETING

The District of Columbia Commission on the Arts and Humanities will hold a special Executive Committee Meeting **Wednesday, February 18th, 2026, at 5:30pm**. The Executive Committee Meeting was called by the Chairperson of the Commission for the following purpose:

1. Per the Commission's bylaws the Executive Committee must meet on a quarterly basis and after new Committee Chairs are elected.

No other business will be considered at the meeting.

The meeting will be conducted remotely via Zoom. Members of the public are invited to observe the public portions of the meeting live online at https://bit.ly/dcartsyoutube.

DRAFT AGENDA

Wednesday February 18, 2026 5:30pm

1. Call to Order
2. Roll Call and Determination of Quorum
3. Land Acknowledgement
4. Welcome
5. Discussion Key Priorities
6. Executive Session (Closed to Public)
7. Adjournment

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov.

DC COMMISSION ON THE ARTS AND HUMANITIES

NOTICE OF FUNDING AVAILABILITY

FY 2027 Public Art Building Communities Grant

The DC Commission on the Arts and Humanities (CAH) announces the availability of grants to support public art projects by individuals, District-based non-profit organizations, and Business Improvement Districts (BID) in the District of Columbia during Fiscal Year 2027. (See RFP for details.) Multiple artists will be awarded under this announcement.

RFA Release:	**Monday, March 2, 2026, 4:00 PM ET**
Submission Deadline:	**Monday, July 27, 2026, 5:00 PM ET**
Number of Awards:	Multiple
Award Amount:	Individuals up to $75,000
	Organizations up to $125,000
	Business Improvement Districts (BIDs) up to $150,000

Applicants must maintain residency in the District of Columbia throughout the grant period. Organizations must be incorporated with a 501(c)(3) or 501(c)(6) federal tax exemption status with central offices in the District of Columbia or be a District of Columbia Business Improvement District (BID) incorporated, in addition to the other eligibility criteria to be listed in the program's guidelines. Applicants must also be registered as a District of Columbia nonprofit business in good standing with the DC Department of Buildings (DOB), the Office of Tax and Revenue (OTR), the Internal Revenue Service (IRS), and the Department of Employment Services (DOES).

All applicants must submit their completed applications online on or before 5:00 pm ET on **Monday, July 27, 2026, 5:00 PM ET**.

For additional eligibility requirements, evaluation criteria, and application instructions, please review the Request for Applications (RFA), which will be posted online at http://dcarts.dc.gov/

All eligible applications are reviewed through a competitive process. All activities funded by the grants must occur between October 1, 2026, and September 30, 2027.

CAH will not accept applications submitted via hand delivery, mail, or courier service. Late submissions and incomplete applications will not be forwarded to the review panel.

For more information, please contact:
Kerry Kennedy, Public Art Coordinator
DC Commission on the Arts and Humanities
200 I (Eye) St. SE
Washington, DC 20003
kerry.kennedy@dc.gov

OFFICE OF THE DEPUTY MAYOR FOR EDUCATION

NOTICE OF PUBLIC MEETING

Students in the Care of DC Coordinating Committee Quarter 2 Meeting

The Office of the Deputy Mayor for Education (DME) will hold its Quarter 2 Students in the Care of DC (SCDC) Coordinating Committee meeting on Thursday, February 19, 2026, from 3:30 p.m. to 5 p.m. Register to attend the meeting virtually here.

AGENDA

I. Welcome & Roll Call
II. Working Group Updates
III. Introduction of new Working Groups
IV. Review: Draft FY2025 Report – Collective Feedback
V. Next Steps & Action Items
VI. Adjournment

The Students in the Care of D.C. Coordinating Committee (SCDC) was established by the Students in the Care of D.C. Coordinating Committee Act of 2018, to enhance educational outcomes for District residents under 25 years old who are incarcerated, detained, committed, or under supervision District child fare, juvenile and criminal justice agencies. The SCDC leads strategic initiatives to improve interagency collaboration, data sharing, and educational programming. Since becoming fully operational in 2024, the committee has prioritized improving data sharing and communication, expanding in-facility educational programming, increasing District-operated placement options, and establishing a system for awarding partial academic credits to support educational continuity and equity for students in the care of DC.

Date: **February 19, 2026**
Time: **3:30 p.m. – 5:00 p.m.**
Location: **441 4th Street NW, Suite 1107 (Teams platform; register here)**

For more information: Visit the DME's webpage on the Students in the Care of DC here. Please contact phillip.copeland1@dc.gov with any questions.

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov.

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
OFFICE OF PUBLIC CHARTER SCHOOL FINANCING AND SUPPORT

Public Charter School Credit Enhancement Committee Meeting

FEBRUARY 19, 2026

The Office of the State Superintendent of Education (OSSE) hereby announces that it will hold a public meeting for the District of Columbia Public Charter School Credit Enhancement Committee ("Committee") as follows:

THURSDAY, FEBRUARY 19, 2026
12:00 PM - 1:30 PM (EST)

Please join the meeting from your computer, tablet or smartphone.
Join the meeting now
You can also dial in using your phone.
Access Code: 715865873# United States: +1 202-594-9550

Note: After the Roll Call, the committee anticipates entering executive session for approximately 45 minutes. The committee anticipates reconvening in open session between 12:30 PM – 12:45 PM.

The draft agenda for the above-referenced meeting will be:

I. Call to Order/Roll Call/Ascertainment of Quorum
II. **EXECUTIVE SESSION (CLOSED TO PUBLIC)**
  a. *Pursuant to 2-575 (b)(4)(A), the Committee will enter into executive session for a work session to consult with its attorney to obtain legal advice.*
III. Approval of agenda for the February 19, 2026, Committee meeting
IV. Approval of minutes from the December 18, 2025, Committee meeting
V. Global Citizens PCS - Request for a $1,414,744 Direct Loan, $1,000,000 Credit Enhancement, and $585,256 loan extension
VI. Harmony DC PCS – Update on the conditional approval of the $1,000,000 Credit Enhancement

For additional information, please contact:
Nile Speight-Leggett, Financial Program Specialist
Office of Public Charter School Financing and Support
Office of the State Superintendent of Education
1050 First St. NE, Fifth Floor, Washington, DC 20002
Nile.Speight-Leggett@dc.gov or (202) 957-7434

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov. All agendas, whether draft or final must include the statement. The statement is required pursuant to 3 DCMR § 10409.2.

BOARD OF ELECTIONS

CERTIFICATION OF ANC/SMD VACANCY

The District of Columbia Board of Elections hereby gives notice that there is a vacancy in (1) one Advisory Neighborhood Commission office, certified pursuant to D.C. Official Code § 1-309.06(d)(2).

VACANT: 2A02

Petition Circulation Period: **Tuesday, February 17, 2026, through Monday, March 9, 2026**
Petition Challenge Period: **Thursday, March 12, 2026, through Wednesday, March 18, 2026**

Note: The deadline to file petitions or challenges is **4:45 p.m.** on the date listed above.

Candidates seeking the Office of Advisory Neighborhood Commissioner, or their representatives, may pick up nominating petitions by email at candidate@dcboe.org or in-person during office hours at the following location:

D.C. Board of Elections
1015 Half Street, SE, Suite 750
Washington, DC 20003

For more information, the public may call **202-727-2525**.

BOARD OF ELECTIONS

CERTIFICATION OF ANC/SMD VACANCY

The District of Columbia Board of Elections hereby gives notice that there is a vacancy in (1) one Advisory Neighborhood Commission office, certified pursuant to D.C. Official Code § 1-309.06(d)(2).

VACANT: 4E04

Petition Circulation Period: **Tuesday, February 17, 2026, through Monday, March 9, 2026**
Petition Challenge Period: **Thursday, March 12, 2026, through Wednesday, March 18, 2026**

Note: The deadline to file petitions or challenges is **4:45 p.m.** on the date listed above.

Candidates seeking the Office of Advisory Neighborhood Commissioner, or their representatives, may pick up nominating petitions by email at candidate@dcboe.org or in-person during office hours at the following location:

D.C. Board of Elections
1015 Half Street, SE, Suite 750
Washington, DC 20003

For more information, the public may call **202-727-2525**.

BOARD OF ELECTIONS

Certification of Filling a Vacancy
In Advisory Neighborhood Commission

Pursuant to D.C. Official Code §1-309.06(d)(6)(D), if there is only one person qualified to fill the vacancy within the affected single-member district, the vacancy shall be deemed filled by the qualified person. As such, the Board hereby certifies that the vacancy has been filled in the following single-member district by the individual listed below:

Julia Fiedler
Single-Member District **6E04**

DISTRICT OF COLUMBIA BOARD OF ELECTIONS

DELEGATION OF AUTHORITY

Authority. This Delegation is adopted pursuant to D.C. Official Code Title 1, Chapter 10, Subchapter I, including but not limited to § 1-1001.05(a)(14), and the Board's authority to act through officers and staff except where statute expressly requires action by the Board itself.

Purpose and Construction. This Delegation clarifies the allocation of authority between the Board and agency officers and shall be construed liberally to permit the maximum delegation allowed by law and to ensure the efficient, continuous administration of the Board's statutory responsibilities.

Role of the Board. The Board is a governing body exercising policy-setting, certification, adjudicatory, and rulemaking authority. The Board does not itself perform operational or ministerial election functions. Election administration, voter registration, and other activities set forth in the election statute and other pertinent provisions of District of Columbia law are administered by the Board of Elections as an agency acting through the Office of the Executive Director, the Office of the General Counsel, and staff. Actions taken by the Office of the Executive Director, the Office of the General Counsel, and staff pursuant to this Delegation constitute actions of the Board unless otherwise expressly provided by law.

Non-Delegable Authority Reserved to the Board. The following require formal Board action:

(1) the certification of election results and the numerical sufficiency of ballot measure petitions;
(2) the adjudication of contests (including breaking ties), recounts, and contested case matters as defined by the D.C. Administrative Procedure Act, D.C. Official Code §2-501 et seq.;
(3) the adoption, amendment, or repeal of regulations;
(4) the issuance of advisory opinions and final orders disposing of matters before the Board;
(5) the adoption of ballot question formulations; and
(6) the appointment and removal of the Executive Director and General Counsel.

Delegation to the Office of the Executive Director. Except where Board action is required by law or the matter falls within the jurisdiction of the Office of Campaign Finance, the Board delegates to the Office of the Executive Director all authority necessary to administer and conduct elections and voter registration in the District of Columbia, including, but not limited to:

(1) execution of the Board's personnel authority with respect to employees in the Office of the Executive Director and the design, establishment, and maintenance of the organizational systems, staffing, and procedures necessary for the efficient and effective administration of elections in the District of Columbia;
(2) election administration operations, including processing ballot measures in coordination with the Office of the General Counsel;
(3) voter list maintenance;

(4) office management operations;
(5) budget preparation and submission;
(6) procurement and contracting within approved appropriations;
(7) accounting and fiscal management;
(8) management of data processing systems;
(9) preparing and submitting documents and materials within its purview for publication in the District of Columbia Register and newspapers and posting on the Board's website and other Board-managed platforms;
(10) responding to public inquiries; and
(11) intergovernmental coordination.

Delegation to the Office of the General Counsel. Except where a Board vote is required or the matter falls within the jurisdiction of the Office of Campaign Finance, the Board delegates to the Office of the General Counsel full authority to act on behalf of the Board in all legal, quasi-legal, and administrative matters, including but not limited to:

(1) execution of the Board's personnel authority with respect to employees in the Office of the General Counsel and the design, establishment, and maintenance of the organizational systems, staffing, and procedures necessary for the efficient and effective performance of legal work on behalf of the Board;
(2) drafting Board orders, opinions, and regulations for Board approval and adoption;
(3) processing ballot measures in coordination with the Executive Director;
(4) preparing and submitting documents and materials within its purview for publication in the District of Columbia Register;
(5) authorizing and/or monitoring representation of the Board by the Office of Attorney General in litigation;
(6) responding to public inquiries; and
(7) ensuring compliance with applicable District of Columbia laws.

Delegation to Staff. Under the supervision of the Executive Director and the Office of the General Counsel, staff may perform all ministerial, technical, and administrative functions necessary to implement Board decisions and delegated authority.

Emergency Authority. In the event of an emergency affecting election administration, the Executive Director, in consultation with the General Counsel, may take necessary actions that are consistent with the statute to protect voters, election integrity, and continuity of operations, subject to subsequent Board ratification where required by law.

Reliance, Ratification, and Severability. Actions taken pursuant to this Delegation are deemed actions of the Board; third parties may rely upon them; prior consistent actions are ratified; and if any provision is held invalid, the remainder shall remain in full force and effect.

Effective Date of Delegation. This delegation is effective upon publication in the District of Columbia Register and supersedes all previous delegations of authority.

FOR THE BOARD:



Gary Thompson
Chair

February 4, 2026

DEPARTMENT OF ENERGY AND ENVIRONMENT

PUBLIC NOTICE

Draft Air Quality Permits 7214-R1 through 7217-R1, Georgetown University, Modification and Operation of Four Existing Boilers at the Central Utility Plant of Georgetown University, 3700 O Street NW, with Proposal to Incorporate Certain Permit Requirements into the District's State Implementation Plan (SIP)

Notice is hereby given that, pursuant to 20 DCMR § 210, the Air Quality Division (AQD) of the Department of Energy and Environment (DOEE), located at 1200 First Street NE, 5th Floor, Washington DC, proposes to issue air quality permits to Georgetown University as follows:

- Permit No. 7215-R1 Install a New Stack on and Operate a 127.0 MMBTU/hr Dual Fuel Boiler (Boiler 1),
- Permit No. 7216-R1 to Operate a 127.0 MMBTU/hr Dual Fuel Boiler (Boiler 2),
- Permit No. 7217-R1 to Operate a 120.6 MMBTU/hr Dual fuel Boiler (Boiler 3), and
- Permit No. 7214-R1 to Operate a 119.8 MMBTU/hr Dual Fuel Boiler (Boiler 4).

These boilers are located at the Georgetown University Central Utilities Plant, located at 3700 O Street NW, Washington DC, 20057. The contact person for the facility is Charles Weidner, Environmental Compliance Specialist, at (202) 687-7409 or cw1190@georgetown.edu.

An earlier version of these draft permits were issued for public review on December 1, 2023, but final action was not taken on those drafts. This set of proposed permits takes the place of that earlier proposal.

In addition to standard permit issuance, with this action, DOEE is proposing to submit, to the U.S. Environmental Protection Agency (EPA), the requirements contained in certain conditions of the draft permits for inclusion in the District's State Implementation Plan (SIP), found at 40 CFR § 52, Subpart J, and specifically 40 CFR §§ 52.470(d) and 52.479. The permit conditions whose requirements are proposed for inclusion in the SIP are Conditions II(e)(3), III(b)(1) (as it applies to Boiler 1 only), and III(d). DOEE is proposing to include the requirements of these permit conditions in the SIP in order to ensure federal enforceability of an Alternative NOx RACT Plan submitted by Georgetown University pursuant to 20 DCMR 805.2. Comments on this plan were previously taken pursuant to a public notice posted in the D.C. Register (Vol. 70 – No. 25, 008868 – 008869) and on the Department's website (https://doee.dc.gov/node/1665741) on June 23, 2023.

Emissions Estimates:

These permits are revisions of previously issued permits to construct where the construction of Boiler 4 has been completed and the installation of low NOx burners and a new stack has been completed for both Boiler 2 and Boiler 3, while plans to retrofit Boiler 1 have been replaced with operational limitations. Plans to increase the exhaust stack height of Boiler 1 are still expected to

be completed. Based on these planned and previously completed activities, the potential to emit of each boiler is estimated below.

The Potential to Emit (PTE) of Boiler 1 is estimated as follows:

Boiler 1 Potential to Emit (PTE) Estimates	**Estimated PTE Under Previous Retrofit Plan[1]**	**Estimated PTE with Proposed Operational Limits**	**Change in Estimated PTE**
Pollutant	**(tons/yr)**	**(tons/yr)**	**(tons/yr)**
Total Particulate Matter (PM Total)	2.9	0.7	-2.2
Sulfur Oxides (SOx)	0.3	0.1	-0.2
Nitrogen Oxides (NOx)	8.5	8.0	-0.5
Volatile Organic Compounds (VOC)	2.2	0.5	-1.7
Carbon Monoxide (CO)	20.9	7.2	-13.7

The PTE of Boiler 2, whose retrofits were completed prior to this permitting action is estimated as follows. Because the retrofits were previously completed, no reduction in emissions is expected to result from this permitting action.

Boiler 2 Potential to Emit (PTE) Estimates	**Maximum Annual Emissions**
Pollutant	**(tons/yr)**
Total Particulate Matter (PM Total)	2.5
Sulfur Oxides (SOx)	0.3
Nitrogen Oxides (NOx)	7.4
Volatile Organic Compounds (VOC)	1.9
Carbon Monoxide (CO)	18.0

The PTE of Boiler 3, whose retrofits were also completed prior to this permitting action is estimated as follows. No new reduction in PTE is expected as a result of this permitting action, as compared to that envisioned in the prior permit to construct (Permit 7217, issued May 7, 2019), though there are slight differences in calculation methodology that have resulted in minor differences in the estimates for NOx and CO compared to the 2019 estimates.

Boiler 3 Potential to Emit (PTE) Estimates	**Maximum Annual Emissions**
Pollutant	**(tons/yr)**
Particulate Matter (PM Total)	2.7
Sulfur Oxides (SOx)	0.3
Nitrogen Oxides (NOx)	8.2
Volatile Organic Compounds (VOC)	2.1

[1] This column reflects the PTE as calculated for purposes of issuance of the prior permit to construct (Permit 7215, dated May 7, 2019), which, in turn, was a substantial reduction from the previously permitted emissions from the unit.

Boiler 3 Potential to Emit (PTE) Estimates	Maximum Annual Emissions
Pollutant	**(tons/yr)**
Carbon Monoxide (CO)	20.0

The PTE of Boiler 4, which was constructed under the authority of the previously issued permit to construct (Permit 7214, issued May 7, 2019), is estimated as follows. No new reduction in PTE is expected as a result of this permitting action, as compared to that envisioned in the prior permit to construct, though there are slight differences in calculation methodology that have resulted in minor differences in the estimates for NOx and CO compared to the 2019 estimates.

Boiler 4 Potential to Emit (PTE) Estimates	Maximum Annual Emissions
Pollutant	**(tons/yr)**
Total Particulate Matter (PM Total)	2.7
Sulfur Oxides (SOx)	0.3
Nitrogen Oxides (NOx)	8.1
Volatile Organic Compounds (VOC)	2.1
Carbon Monoxide (CO)	19.9

Proposed Emission Limitations:

a. Emissions from Boiler 1 shall not exceed the following emission rates [20 DCMR 201]:

Pollutant	Emissions Burning Natural Gas (lb/hr)	Emissions Burning No. 2 Fuel Oil (lb/hr)
Oxides of Nitrogen (NOx)	11.4	11.4
Carbon Monoxide (CO)	10.7	4.6
Volatile Organic Compounds (VOC)	0.7	0.6
Sulfur Dioxide (SO_2)	0.1	0.2
Total Particulate Matter [PM(total)]†	1.0	1.8

† PM Total includes both filterable and condensable fractions.

b. Emissions from Boiler 2 shall not exceed the following emission rates [20 DCMR 201]:

Pollutant	Emissions Burning Natural Gas (lb/hr)	Emissions Burning No. 2 Fuel Oil (lb/hr)
Oxides of Nitrogen (NOx)	1.8	12.3
Carbon Monoxide (CO)	4.7	11.3
Volatile Organic Compounds (VOC)	0.5	0.6
Sulfur Dioxide (SO_2)	0.1	0.2
Total Particulate Matter [PM(total)] †	0.6	2.3

† PM Total includes both filterable and condensable fractions.

c. Emission from Boiler 3 shall not exceed the following emission rates [20 DCMR 201]:

Pollutant	Emissions Burning Natural Gas (lb/hr)	Emissions Burning No. 2 Fuel Oil (lb/hr)
Oxides of Nitrogen (NOx)	1.7	11.7
Carbon Monoxide (CO)	4.5	10.7
Volatile Organic Compounds (VOC)	0.5	0.6
Sulfur Dioxide (SO_2)	0.1	0.2
Total Particulate Matter [PM(total)] †	0.6	2.2

† PM Total includes both filterable and condensable fractions.

d. Emissions from Boiler 4 shall not exceed the following emission rates [20 DCMR 201]:

Pollutant	Emissions Burning Natural Gas (lb/hr)	Emissions Burning No. 2 Fuel Oil (lb/hr)
Oxides of Nitrogen (NOx)	1.7	11.1
Carbon Monoxide (CO)	4.4	10.2
Volatile Organic Compounds (VOC)	0.5	0.5
Sulfur Dioxide (SO_2)	0.1	0.2
Total Particulate Matter [PM(total)]†	0.6	2.1

† PM Total includes both filterable and condensable fractions.

e. NO_x emissions (expressed as NO_2) from each of Boilers 1, 2, 3, and 4 shall not be greater than the following:

1. For Boiler Nos. 1, 2, 3, and 4 [20 DCMR 804.1 and 20 DCMR Chapter 8, Appendix 8-1]:

   i. 0.2 pound per million BTU (lb/MMBTU) heat input, maximum two-hour average, when natural gas is burned; and

   ii. 0.3 lb/MMBTU, maximum two-hour average, when No. 2 fuel oil is burned;

2. For Boiler Nos. 3 and 4: 0.20 lb/MMBTU on a 30-day average of one-hour averages basis when burning natural gas or No. 2 fuel oil. [40 CFR 60.44b(l)(1)];

3. For Boiler No. 1, 0.09 lb/MMBTU, based on a calendar day average, for all types and combinations of fuel [20 DCMR 805.2]; and

4. For Boiler Nos. 2, 3, and 4 [20 DCMR 805.5(e)(2)]:

   i. 0.12 lb/MMBTU, based on a calendar day average, on days when the equipment is powered by fuel oil or a combination of fuel oil and natural gas; and

   ii. 0.05 lb/MMBTU, based on a calendar day average, when the equipment is powered exclusively by natural gas.

f. Total suspended particulate matter (TSP) (also known as total filterable PM) emissions shall not exceed the following:

1. 0.06 lb/MMBTU heat input from each of Boiler Nos. 1, 2, 3, and 4, as measured by 40 CFR 60, Appendix A, Method 5 and in accordance with 20 DCMR 600.2 and 600.4. This standard applies at all times. [20 DCMR 600.1]; and

2. 0.030 lb/MMBTU heat input from Boiler No. 4, as measured by 40 CFR 60, Appendix A, Method 5. [20 DCMR 1410.1, 40 CFR 60.43b(h)(1), 40 CFR 60.46b(d)(2)(i), 40 CFR 63.11201(a), and 40 CFR 63, Subpart JJJJJJ, Table 1] This standard does not apply during startup or shutdown. [40 CFR 60.46b(a) and 40 CFR 63.11201(d)] *Note that this is a streamlined requirement. 40 CFR 60.46b(a) also exempts times of malfunction, but because this is not exempted in 40 CFR 63.11201(d), it is not exempted here, otherwise the standards are identical.*

g. Visible emissions from Boiler Nos. 3 and 4 shall not exceed a five percent (5%) variability factor, above or below zero percent (0%) opacity, as monitored by Continuous Opacity Monitoring Systems (COMS) installed on the boiler outlets, except that discharges shall be permitted for two (2) minutes during any startup, cleaning, adjustment of combustion or operational controls, or regeneration of emission control equipment; provided, that such discharges shall not exceed the following opacities (unaveraged) [20 DCMR 606.1 and 606.2 and 40 CFR 60.43b(f) and 40 CFR 60.43b(g)[2]]:

1. When burning exclusively natural gas, twenty percent (20%); and

2. When burning fuel oil or a combination of fuel oil and natural gas, twenty-seven percent (27%).

h. Visible emissions from Boiler Nos. 1 and 2, as monitored by a COMS installed on the boiler outlets, shall not exceed ten percent (10%) opacity (unaveraged) at any time except that discharges shall be permitted for two (2) minutes during any startup, cleaning, adjustment of combustion or operational controls, or regeneration of emission control equipment; provided, that such discharges shall not exceed the following opacities (unaveraged) [20 DCMR 606.1 and 606.2]:

1. When burning exclusively natural gas, twenty percent (20%); and

2. When burning fuel oil or a combination of fuel oil and natural gas, twenty-seven percent (27%).

i. An emission into the atmosphere of odorous or other air pollutants from any source in any quantity and of any characteristic, and duration which is, or is likely to be injurious to the

[2] Note that 20 DCMR 606.1 in combination with the limited exceptions in 20 DCMR 606.2 is at least as stringent as 40 CFR 60.43b(f) with its associated exception for startup, shutdown or malfunction found in 40 CFR 60.43b(g). As such, this is a streamlined permit condition. Compliance with this standard, which reflects the requirements of 20 DCMR 606.1 and 20 DCMR 606.2 will ensure compliance with CFR 60.43b(f) and 40 CFR 60.43b(g).

public health or welfare, or which interferes with the reasonable enjoyment of life or property is prohibited. [20 DCMR 903.1]

Violation of the requirements of this condition that occur as a result of unavoidable malfunction, despite the conscientious employment of control practices, shall be an affirmative defense for which the owner or operator shall bear the burden of proof. A malfunction shall not be considered unavoidable if the owner or operator could have taken, but did not take, appropriate steps to eliminate the malfunction within a reasonable time, as determined by the Department. [20 DCMR 903.13(b)]

Note: This condition is District enforceable only

j. NOx and CO emissions from each of Boilers 1, 2, 3, and 4, shall not exceed those achieved with the performance of annual combustion adjustments on the boiler, performed per Conditions III(g) and (h) of the permit. [20 DCMR 805.5(b) and 20 DCMR 805.9]

The permit application and supporting documentation, along with the draft permit are available for public inspection at AQD and copies may be made available between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday. Interested parties wishing to view these documents should provide their names, addresses, telephone numbers and affiliation, if any, to Stephen S. Ours at (202) 498-8143 or stephen.ours@dc.gov. Copies of the draft permit and related technical support memorandum are also available at https://doee.dc.gov/service/public-notices-hearings.

Interested persons may submit written comments or may request a hearing on this subject within 30 days of publication of this notice. The written comments must also include the person's name, telephone number, affiliation, if any, mailing address and a statement outlining the air quality issues in dispute and any facts underscoring those air quality issues. All relevant comments will be considered both in issuing the final permit and submitting the requirements of the aforementioned permit conditions as part of the District's SIP.

Comments on the proposed permit or SIP amendment and any request for a public hearing should be addressed to:

Stephen S. Ours
Chief, Permitting Branch
Air Quality Division
Department of Energy and Environment
1200 First Street NE, 5th Floor
Washington DC 20002
stephen.ours@dc.gov

No comments or hearing requests submitted after March 16, 2026 will be accepted.

For more information, please contact Stephen S. Ours at (202) 498-8143 or stephen.ours@dc.gov.

DEPARTMENT OF ENERGY AND ENVIRONMENT

PUBLIC NOTICE

Notice is hereby given that, pursuant to 20 DCMR §210, the Air Quality Division (AQD) of the Department of Energy and Environment (DOEE), located at 1200 First Street NE, 5th Floor, Washington, DC, proposes to issue an air quality permit (Permit No. 7377) to The George Washington University (GW) to operate a model GS16Sq, Camfil Air Pollution Control Farr Gold Series dust collector, designated DC-1, designed for wood dust application, located at the Corcoran School of Art of The George Washington University, 2025 F Street NW, Washington DC. The contact person for the facility is Mansi Talwar, Executive Director of Utilities, Energy, and Engineering at (202) 934-5177 or mtalwar@gwu.edu.

Emissions:

The estimated maximum annual emissions from the dust collector are expected to be as follows:

	Dust Collector Maximum Annual Emissions
Pollutant	**(tons/yr)**
Total Suspended Particulate Matter (TSP)	<0.01

The proposed dust collector emission limits are as follows:

a. Total suspended particulate matter (TSP) emissions from the dust collector shall not exceed 0.03 grains per dry standard cubic foot of exhaust gas. [20 DCMR 603.1]

b. Adding diluent air to the gas stream to comply with Condition II(a) is prohibited. [20 DCMR 603.3]

c. An emission into the atmosphere of odorous or other air pollutants from any source in any quantity and of any characteristic, and duration which is, or is likely to be injurious to the public health or welfare, or which interferes with the reasonable enjoyment of life or property is prohibited. [20 DCMR 903.1]

Violation of standards set forth in this section that occur as a result of unavoidable malfunction, despite the conscientious employment of control practices, shall be an affirmative defense for which the owner or operator shall bear the burden of proof. A malfunction shall not be considered unavoidable if the owner or operator could have taken, but did not take, appropriate steps to eliminate the malfunction within a reasonable time, as determined by the Department. [20 DCMR 903.13(b)]

This condition is District enforceable only.

d. No visible emissions shall be emitted into the outdoor atmosphere from this equipment; except that discharges shall be permitted for two (2) minutes during any startup, cleaning, adjustment of combustion or operational controls, or regeneration of emission control

equipment; provided that such discharges shall not exceed twenty-seven percent (27%) opacity (unaveraged). This requirement shall not apply to visible emissions when the presence of uncombined water is the only reason for failure of a visible emissions to meet the visible emissions standards. [20 DCMR 606.1(a)(2), 20 DCMR 606.2(f) and 20 DCMR 606.6(a)]

The permit application and supporting documentation, along with the draft permit are available for public inspection at AQD and copies may be made available between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday. Interested parties wishing to view these documents should provide their names, addresses, telephone numbers and affiliation, if any, to Stephen S. Ours at (202) 498-8143 or stephen.ours@dc.gov. Copies of the draft permit and related technical support memorandum are also available at: https://doee.dc.gov/service/public-notices-hearings.

Interested persons may submit written comments or may request a hearing on this subject within 30 days of publication of this notice. The written comments must also include the person's name, telephone number, affiliation, if any, mailing address and a statement outlining the air quality issues in dispute and any facts underscoring those air quality issues. All relevant comments will be considered before taking final action on the permit application.

Comments on the proposed permit and any request for a public hearing should be addressed to:

Stephen S. Ours
Chief, Permitting Branch
Air Quality Division
Department of Energy and Environment
1200 First Street NE, 5th Floor
Washington DC 20002
stephen.ours@dc.gov

No comments or hearing requests submitted after March 16, 2026 will be accepted.

For more information, please contact Stephen S. Ours at (202) 498-8143.

DEPARTMENT OF ENERGY AND ENVIRONMENT

NOTICE OF PUBLICATION FOR PUBLIC COMMENT

Surface Water Assessment and Listing Methodology for the 2026 District of Columbia Draft Integrated Report Under the Federal Clean Water Act

Notice is hereby given that the Department of Energy and Environment (the Department) is soliciting comments from the public on the Surface Water Assessment and Listing Methodology for the 2026 District of Columbia Draft Integrated Report (required biennially by Sections 305(b) and 303(d) of the federal Clean Water Act).

The Surface Water Assessment and Listing Methodology for the 2026 District of Columbia Draft Integrated Report (IR) is available for public review. A person may obtain a copy of the IR Surface Water Assessment and Listing Methodology by either of the following means:

Download from the Department's website, at https://doee.dc.gov/service/public-notices-hearings; or

Email a request to doeeir.doee@dc.gov with "Request copy of Surface Water Assessment and Listing Methodology 2026 District of Columbia Draft Integrated Report " in the subject line; or

Call Lucretia Brown at 202-536-8453 to request a copy or with any questions.

The Department is committed to considering the public's comments when finalizing the IR Surface Water Assessment and Listing Methodology. Interested persons may submit written comments on the IR Surface Water Assessment and Listing Methodology, which must include the person's name; telephone number; affiliation, if any; mailing address; a statement outlining their concerns; and any facts underscoring those concerns. **All comments must be submitted no later than thirty (30) days from the date of this notice's publication in the *D.C. Register*.**

Comments should be clearly marked "Surface Water Assessment and Listing Methodology for the 2026 District of Columbia Draft 2026 Integrated Report" and either:

1) Mailed or hand-delivered to the Department of Energy and Environment, Water Quality Division, 1200 First Street, NE, 5th Floor, Washington, DC 20002, Attention: Surface Water Assessment and Listing Methodology 2026 District of Columbia Draft Integrated Report, or
2) Emailed to doeeir.doee@dc.gov.

The deadline for public comments is thirty (30) days from the date of this notice's publication in the *D.C. Register*., at 5:00 pm. Input should be submitted via e-mail (preferred) or mail to the address above**.** Mail must be postmarked by **day thirty (30),** at 5:00 pm.

The Department will consider all timely received comments before finalizing the IR Surface Water Assessment and Listing Methodology. All comments will be treated as public documents and will be made available for public viewing on the Department's website. When the Department identifies a comment containing copyrighted material, the Department will provide a reference to that material on the website. If a comment is sent by email, the email address will be automatically captured and included as part of the comment that is placed in the public record and made available on the Department's website. If the Department cannot read a comment due to technical difficulties, and the email address contains an error, the Department may not be able to contact the commenter for clarification and may not be able to consider the comment.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY

Office of Government Ethics

SUMMARY OF REGISTERED LOBBYISTS' INFORMATION

The Director of Government Ethics herewith publishes a summary of registered lobbyists' information submitted to the Office of Government Ethics on or before February 15, 2026, by persons registered as lobbyists with the Director, pursuant to the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011 ("Ethics Act"), effective April 27, 2012 (D.C. Law 19-124; D.C. Official Code § 1-1162.29(b)(2)). An entity is required to register as a lobbyist with the Director of Government Ethics on or before January 15th each year, or not later than 15 days after becoming a lobbyist, if such person receives compensation or expends funds in an amount of $250 or more in any three (3) consecutive calendar month period for communicating directly with any official in the legislative or executive branch of the District of Columbia government with the purpose of influencing any legislative action or an administrative decision. D.C. Official Code §§ 1-1162.27(a) and 1-1162.29(a). If information pertaining to a lobbyist registered with the Office of Government Ethics, is not contained herein and/or if a person requires additional information regarding District of Columbia lobbying statutes, please contact the Office of Government Ethics, at 441 4th Street, N.W., Suite 830 South, Washington, D.C., 20001 or telephone at (202) 481-3411.

Registrant	Client	Address
151 Q Street Preservation	GMP LLP	551 Fifth Avenue 23rd Floor New York, NY 10176
22 P Street Holding LLC	22 P Street Holding LLC	51 East 12th Street, 7th Floor New York, NY 10003
AARP	AARP	100 M Street SE Suite 650 Washington, DC 20003
AARP	Louis Davis	100 M Street SE Suite 650 Washington, DC 20003
AARP	Brittany Kitt	100 M Street SE Suite 650 Washington, DC 20003
ABC Metro Washington	Georgetown Public Affairs LLC	6901 Muirkirk Meadows Dr Beltsville, MD 20705
Abigail Reiman	Abigail Reiman	1432 Wisconsin Ave NW Suite #2A Washington, DC 20007

Registrant	Client	Address
Accenture LLP	Accenture LLP	699 14th St., NW 10th Floor Washington, DC 20005
AcersInfra LLC	Max Brown/Group 360 LLC	2600 Tower Oaks Blvd Suite #700 Rockville, MD 20852
ACLU of the District of Columbia	ACLU of the District of Columbia	529 14th St NW Suite 722 Washington , DC 20045
Adtalem Global Education	McGuireWoods Consulting LLC	233 S. Wacker Dr. 8th Floor Chicago, IL 60606
Airbnb, Inc.	Airbnb, Inc.	c/o 2350 Kerner Blvd., Ste. 250 San Rafael, CA 94901
Albers & Company	Eli Lilly and Company	1101 Wilson Blvd. Spaces - 6th Floor Arlington, VA 22209
Albers & Company	Fresenius Medical Care	1101 Wilson Blvd. Spaces - 6th Floor Arlington, VA 22209
ALDI Inc.	GMP LLP	8751 Gas House Pike Frederick, MD 21701
Alliance for Automotive Innovation	Alliance for Automotive Innovation	1050 K Street, NW, Suite 650 Washington, DC 20001
AllianceBernstein LP	AllianceBernstein LP	501 Commerce Street Nashville, TN 37203
AllianceBernstein LP	Aaron Montano	501 Commerce Street Nashville, TN 37203
Altria Client Services, LLC	Altria Client Services, LLC	101 Constitution Avenue, NW Suite 400W Washington, DC 20001
Alzheimer's Association National Capital Area Chapter	Alzheimer's Association National Capital Area Chapter	655 15th St NW Suite 500 Washington, DC 20005

Registrant	Client	Address
Amalgamated Transit Union Local 689	Amalgamated Transit Union Local 689	2701 Whitney Place Forestville, MD 20747
Amazon.com Services LLC	Amazon.com Services LLC	601 New Jersey Avenue NW Suite 900 Washington, DC 20001
American Airlines, Inc.	American Airlines, Inc.	717 E 24th Street Charlotte, NC 28205
American Association for Marriage and Family Therapy	Public Policy Partners	277 S Washington Street Suite 210 Alexandria, VA 22314
American Beverage Association	American Beverage Association	1275 Pennsylvania Ave. NW Suite 1100 Washington, DC 20004
American Beverage Association	Holland & Knight LLP	c/o 2350 Kerner Blvd., Ste. 250 San Rafael, CA 94901
American Beverage Association	American Management Corporation	c/o 2350 Kerner Blvd., Ste. 250 San Rafael, CA 94901
American Federation of State, County and Municipal Employees	American Federation of State, County and Municipal Employees	1625 L Street NW Washington, DC 20036
American Financial Services Association	American Financial Services Association	919 18th St NW Suite 300 Washington, DC 20006
American Heart Association	American Heart Association	4601 N. Fairfax Drive Suite 700 Arlington , VA 22203
American International Group, Inc.	American Management Corporation	1271 Avenue of the Americas New York, NY 10020
American Lung Association	American Lung Association	630 Churchmans Road Suite 202 Newark, DE 19702
American Management Corporation	AmeriHealth Caritas Family of Companies	1455 Pennsylvania Avenue NW Suite 400 Washington, DC 20004

Registrant	Client	Address
American Management Corporation	American Beverage Association	1455 Pennsylvania Avenue NW Suite 400 Washington, DC 20004
American Management Corporation	American Property Casualty Insurance Association of America (APCIA)	1455 Pennsylvania Avenue NW Suite 400 Washington, DC 20004
American Management Corporation	Washington Commanders	1455 Pennsylvania Avenue NW Suite 400 Washington, DC 20004
American Management Corporation	SeatGeek, Inc	1455 Pennsylvania Avenue NW Suite 400 Washington, DC 20004
American Management Corporation	Clark DC LLC	1455 Pennsylvania Avenue NW Suite 400 Washington, DC 20004
American Management Corporation	Clark Construction Group, LLC	1455 Pennsylvania Avenue NW Suite 400 Washington, DC 20004
American Property Casualty Insurance Association (APCIA)	American Property Casualty Insurance Association (APCIA)	8700 West Bryn Mawr Avenue, Suite 1200s Chicago, IL 60631
American University	American University	4400 Massachusetts Avenue NW Washington, DC 20016
America's Health Insurance Plans	Kevin Wrege, Pulse Advocacy LLC	601 Pennsylvania Avenue NW Suite 500 Washington, DC 20004
AmeriHealth Caritas Family of Companies	AmeriHealth Caritas Family of Companies	200 Stevens Drive Building 100 Philadelphia, PA 19113
Amgen, Inc.	Amgen, Inc.	55 Boulder Brook Road Wellesley, MA 02481
Anacostia Riverkeeper	Global Prospects LLC	45 L St., SW PO Box 70565 Washington , DC 20024

Registrant	Client	Address
Andrew Fleming	Takeda Pharmaceuticals America Inc.	670 Maine Ave SW Suite 210 Washington, DC 20024
Andrew J Kline	Restaurant Association of Metropolitan Washington	1225 19th Street NW Suite 320 Washington, DC 20036
Anti-Defamation League	Anti-Defamation League	1100 Connecticut Ave., NW Suite 1020 Washington, DC 20036
Apartment & Office Building Association of Metropolitan Washington	Brian Gordon	1025 Connecticut Avenue NW Suite 1005 Washington, DC 20036
Apartment & Office Building Association of Metropolitan Washington	Katalin Peter	1025 Connecticut Avenue NW Suite 1005 Washington, DC 20036
Apartment & Office Building Association of Metropolitan Washington	Eric J. Jones	1025 Connecticut Avenue NW Suite 1005 Washington, DC 20036
Apartment & Office Building Association of Metropolitan Washington	Lisa M. Mallory	1025 Connecticut Avenue NW Suite 1005 Washington, DC 20036
Apple Inc.	Apple Inc.	c/o 28 Liberty Ship Way Suite 2815 Sausalito, CA 94965
ARC Gaming & Technologies	Georgetown Public Affairs, LLC	5820 Live Oak Parkway Norcross, GA 30093
ArentFox Schiff LLP	Center for Strong Public Schools Action Fund Incorporated	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	Carmel Partners	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	Changing Environments, Inc. d/b/a Soofa	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	CP Logistics 198 Commerce, LLC	1717 K Street NW Washington, DC 20006

Registrant	Client	Address
ArentFox Schiff LLP	D.C. United	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	District Of Columbia Primary Care Association	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	Food & Friends	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	Ford's Theatre	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	District Alliance for Safe Housing, Inc.	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	Horton's Kids	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	National Association of Professional Employer Organizations	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	NRP Market Rate Developer LLC	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	Zuckerman Gravely Management, Inc.	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	Sitar Arts Center	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	StubHub, Inc.	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	Washington Drama Society, Inc. d/b/a Arena Stage	1717 K Street NW Washington, DC 20006
ArentFox Schiff LLP	Uber Technologies, Inc. and Affiliates	1717 K Street NW Washington, DC 20006

Registrant	Client	Address
Ascension Health Alliance	Georgetown Public Affairs	4040 Vincennes Cir Indianapolis, IN 46268
AT&T	AT&T	601 New Jersey Ave., NW Suite 650 Washington, DC 20001
Aumni, Inc.	Aumni, Inc.	2800 East Cottonwood Parkway, Ste 110 Cottonwood Heights, UT 84121
Autonomous Vehicle Industry Association	Venable LLP, Attn: Ariel Wolf	600 Massachusetts Avenue NW Washington, DC 20001
Axon Enterprise, Inc.	Axon Enterprise, Inc	c/o Politicom Law LLP 28 Liberty Ship Way, Suite 2815 Sausalito, CA 94965
Baltimore DC Building Trades	Baltimore-DC Building Trades	5829 Allentown Road Camp Spring, MD 20746
Bamboo Health	Compass Government Relations Partners, LLC	9901 Linn Station Road #500 Louisville, KY 40223
Bank of America Corporation	Bank of America Corporation	2951 Centerville Rd, Suite 300 DE9-295-03-02 Wilmington, DE 19808
Berlin Rosen LLC	RI STATION, LLC	195 Broadway, 26th Floor New York, NY 10007
Berlin Rosen LLC	Therme Group US, LLC	195 Broadway, 26th Floor New York, NY 10007
Berlin Rosen LLC	The Literacy Lab	195 Broadway, 26th Floor New York, NY 10007
Berlin Rosen LLC	Flagger Force	195 Broadway, 26th Floor New York, NY 10007
Berlin Rosen LLC	Republic Services, Inc.	195 Broadway, 26th Floor New York, NY 10007

Registrant	Client	Address
Berlin Rosen LLC	Wilkes Artis	195 Broadway, 26th Floor New York, NY 10007
Berlin Rosen LLC	Florida and Q Street, LLC	195 Broadway, 26th Floor New York, NY 10007
Berlin Rosen LLC	Washington Gas Light Company	195 Broadway, 26th Floor New York, NY 10007
Berlin Rosen LLC	Brookfield Properties (USA II) LLC	195 Broadway, 26th Floor New York, NY 10007
Berlin Rosen LLC	GA Borrower, LLC	195 Broadway, 26th Floor New York, NY 10007
BetMGM, LLC	Orrick, Herrington & Sutcliffe LLP	c/o 3903 Fair Ridge Drive Suite L-119 Fairfax, VA 22033
BetMGM, LLC	Rob O'Connor	c/o 3903 Fair Ridge Drive Suite L-119 Fairfax, VA 22033
Blue Ocean New Energy, LLC	Blue Ocean New Energy, LLC	705 Edgewood St. NE Suite 110 Washington, DC 20017
Bolt Services US Inc	Bose Public Affairs Group	1209 Orange Street Wilmington, DE 19801
Bose Public Affairs Group	Scientific Games, LLC	777 6th Street NW, Suite 510 Washington, DC 20001
Bose Public Affairs Group	DC United	777 6th Street NW, Suite 510 Washington, DC 20001
Bose Public Affairs Group	The District of Columbia Water and Sewer Authority	777 6th Street NW, Suite 510 Washington, DC 20001
Bose Public Affairs Group	Airbnb, Inc.	777 6th Street NW, Suite 510 Washington, DC 20001

Registrant	Client	Address
Bose Public Affairs Group	FanDuel Group, Inc.	777 6th Street NW, Suite 510 Washington, DC 20001
Bose Public Affairs Group	Brandywine Valley SPCA	777 6th Street NW, Suite 510 Washington, DC 20001
Bose Public Affairs Group	Meta Platforms, Inc.	777 6th Street NW, Suite 510 Washington, DC 20001
Bose Public Affairs Group	Bolt Services US Inc	777 6th Street NW, Suite 510 Washington, DC 20001
Bose Public Affairs Group	Synchrony Financial	20 F Street NW Suite 800 Washington, DC 20001
Brandywine Valley SPCA	Bose Public Affairs Group	4 DC Village Lane SW Washington, DC 20032
Brookfield Properties (USA II) LLC	Brookfield Properties (USA II) LLC	655 New York Avenue, NW Suite 800 Washington, DC 20001
Brookfield Properties (USA II) LLC	Brookfield Properties (USA II) LLC	655 New York Ave., NW 800 Washington DC, DC 20001
Brookfield Properties Development	Brookfield Properties Development	28 Liberty Ship Way Suite 2815 Sausalito, CA 94965
Caesars Enterprise Services, LLC	Joseph Tyrrell	One Caesars Palace Drive Las Vegas, NV 89109
Caesars Enterprise Services, LLC	Group360, LLC	One Caesars Palace Drive Las Vegas, NV 89109
Capital One Financial Corporation	Capital One Financial Corporation	1717 E. Cary Street Richmond, VA 23223
Capital One Financial Corporation	Cornerstone Government Affairs	1600 Capital One Drive McLean, VA 22102

Registrant	Client	Address
Capital One Financial Corporation	Capital One Financial Corporation	1717 E. Cary Street Richmond, VA 23223
CareFirst BlueCross BlueShield	CareFirst BlueCross BlueShield	840 First Street, NE Washington, DC 20065
Carmel Partners	Carmel Partners	1000 Sansome Street First Floor San Francisco, CA 94111
Casey Trees	Casey Trees	3030 12th Street NE Washington, DC 20017
CCAN Action Fund	Claire Mills	PO Box 11138 Takoma Park, MD 20913
Center for Strong Public Schools Action Fund Incorporated	ArentFox Schiff LLP	5200 Dallas Highway Suite 200-238 Powder Springs, GA 30127
Chamber of Progress	Chamber of Progress	1390 Chain Bridge Rd. #A108 McLean, VA 22101
Changing Environments, Inc. d/b/a Soofa	ArentFox Schiff LLP	24 Thorndike Street Cambridge, MA 02141
Charlotte Brookins-Hudson	Trial Lawyer Association of Metropolitan Washington DC - client	3166 Westover Drive SE Washington, DC 20020
Childrens National Hospital	Childrens National Hospital	111 Michigan Ave NW Washington, DC 20010
Citigroup Washington, Inc.	Megan Michiels	1101 Pennsylvania Ave NW Ste 1000, 12th Floor Washington, DC 20004
Clark Construction Group, LLC	American Management Corporation	7900 Westpark Drive Mclean, VA 22102
Clark DC LLC	American Management Corporation	1200 New Hampshire Avenue, NW, 5th Floor Washington, DC 20036

Registrant	Client	Address
Clear Plains LLC	Holland & Knight LLP	300 Independence Avenue SE Washington, DC 20003
Coalition for Ticket Fairness	Georgetown Public Affairs	1025 Thomas Jefferson St NW Suite W-3700 Washington, DC 20007
College Board	College Board	225 Liberty Street 28th Floor New York, NY 10281
College Board	Elena Davis	225 Liberty Street 28th Floor New York, NY 10281
Comcast Corporation and Affiliated Entities	Comcast Corporation and Affiliated Entities	900 Michigan Ave, NE Washington, DC 20017
Comcast Corporation and Affiliated Entities	Comcast Corporation and Affiliated Entities	900 Michigan Ave, NE Washington, DC 20017
Communities in Schools of the Nations Capital, Inc.	Georgetown Public Affairs LLC	501 School St SW Washington, DC 20024
Compass Government Relations Partners, LLC	Enterprise RAC Company of Maryland, LLC and its Affiliates DBA Enterprise Mobility	48 Maryland Avenue, Suite 400 Annapolis, MD 21401
Compass Government Relations Partners, LLC	Bamboo Health	48 Maryland Avenue, Suite 400 Annapolis, MD 21401
Compost Crew	Georgetown Public Affairs	1025 Thomas Jefferson St NW Suite W-3700 Washington, DC 20007
Conduent Inc. and its Affiliates	Max Brown/Group 360 LLC	750 1st Street, N.E Suite 1020 Washington, DC 20002
Consortium of Universities of the Washington Metropolitan Area	Consortium of Universities of the Washington Metropolitan Area	1020 19th Street, NW Suite 500 Washington, DC 20036
Consortium of Universities of the Washington Metropolitan Area	Consortium of Universities of the Washington Metropolitan Area	1020 19th Street, NW Suite 500 Washington, DC 20036

Registrant	Client	Address
Constellation Energy Generation, LLC	Constellation Energy Generation, LLC	200 Energy Way Kennett Square, PA 19348
Cornerstone Government Affairs Group	Waymo	800 Maine Ave, SW Washington, DC 20024
Cornerstone Government Affairs Group	SHI International Corp.	800 Maine Ave, SW Washington, DC 20024
Cornerstone Government Affairs Group	Capital One Financial Corporation	800 Maine Ave, SW Washington, DC 20024
Cornerstone Government Affairs Group	DMVW Super League LLC	800 Maine Ave, SW Washington, DC 20024
Cornerstone Government Affairs Group	MD-DE-DC Beverage Assn.	800 Maine Ave, SW Washington, DC 20024
Cornerstone Government Affairs Group	Mid-Atlantic Petroleum Distributors Assn.	800 Maine Ave, SW Washington, DC 20024
Cornerstone Government Affairs Group	Sports Betting Alliance	800 Maine Ave, SW Washington, DC 20024
Cornerstone Government Affairs Group	Neutron Holdings, Inc. d/b/a/ Lime	800 Maine Ave, SW Washington, DC 20024
CP Logistics 198 Commerce, LLC	ArentFox Schiff LLP	6059 Allentown Blvd. Suite 127 Harrisburg, PA 17112
Crown Castle and its Affiliates	Crown Castle and its Affiliates	8020 Katy Freeway Houston, TX 77024
CSX Corporation	GMP LLP	500 Water Street - 15th Floor Jacksonville, FL 32202
CVS Health	Roderic L. Woodson	1275 Pennsylvania Avenue NW Suite 700 Washington, DC 20004

Registrant	Client	Address
D.C. Association of Nurse Anesthetists	Georgetown Public Affairs	562 Peabody Street NW Washington, DC 20011
D.C. Land Title Association	D.C. Land Title Association	1201 Dublin Road Suite 136 Columbus, OH 43215
D.C. United	ArentFox Schiff LLP	100 Potomac Avenue SW Washington, DC 20024
D.C. United	Bose Public Affairs Group	100 Potomac Ave SW Washington, DC 20024
DB3	Washington Soccer Properties, LLC d/b/a Washington Spirit	901 K ST NW Suite 900 Washington, DC 20001
DC Action	DC Action for Children	1400 16th St NW Washington, DC 20036
DC Appleseed Center for Law and Justice	DC Appleseed Center for Law and Justice	1900 L ST NW Suite 220 WASHINGTON, DC 20036
DC Association of Realtors	DC Association of Realtors	1615 New Hampshire Ave. NW Floor 3 Washington, DC 20009
DC Bankers Association	Holland & Knight LLC	4490 Cox Road Glen Allen, VA 23060
DC Chamber of Commerce	DC Chamber of Commerce	1776 Eye Street Washington, DC 20005
DC Charter School Alliance	DC Charter School Alliance	1275 K Street, NW Suite 801 Washington, DC 20005
DC Fiscal Policy Institute	DC Fiscal Policy Institute	1015 15th Street NW 6th Floor Washington , DC 20005
DC Gambling Recovery LLC	Georgetown Public Affairs, LLC	1700 South MacDill Avenue Suite 300 Tampa, FL 33629

Registrant	Client	Address
DC History Center	GMP LLP	801 K Street NW Washington, DC 20001
DC Hospital Association	DC Hospital Association	1152 15th Street NW Suite 900 Washington, DC 20005
DC Jobs with Justice	DC Jobs with Justice	1640 Columbia Rd. NW Washington DC, DC 20009
DC Justice Lab	DC Justice Lab	1200 U Street, NW Washington, DC 20009
Developers Roundtable	GMP LLP	1275 K St NW Suite 1000 Washington, DC 20005
Dexcom, Inc.	Dexcom, Inc.	5375 Mira Sorrento Place San Diego, CA 92121
District Alliance for Safe Housing, Inc.	ArentFox Schiff LLP	P.O. Box 91730 Washington, DC 20090
District of Columbia Association of Beverage Alcohol Wholesalers	Pascal, Weiss & Hirao, P.C.	1008 Pennsylvania Ave SE Washington, DC 20003
District of Columbia Association of Beverage Alcohol Wholesalers	Georgetown Public Affairs	1008 Pennsylvania Ave SE Washington, DC 20003
District of Columbia Association of Health Plans	Kevin Wrege, Pulse Advocacy LLC	4410 Massachusetts Ave NW 150 Washington, DC 20016
District of Columbia Building Industry Association	GMP LLP	150 I Street SE Suite 103 Washington, DC 20003
District Of Columbia Primary Care Association	ArentFox Schiff LLP	1620 I Street, NW Suite 300 Washington, DC 20006
DMVW Super League LLC	Cornerstone Government Affairs	DC Power Football Club 100 Potomac Avenue, SW Washington, DC 20024

Registrant	Client	Address
DoorDash, Inc.	DoorDash, Inc.	28 Liberty Ship Way, Suite 2815 Sausalito, CA 94965
DraftKings Inc. and its Affiliates	Orrick, Herrington & Sutcliffe LLP	222 Berkeley Street 5th Floor Boston, MA 02116
DraftKings Inc. and its Affiliates	Matt Scalf	222 Berkeley Street 5th Floor Boston, MA 02116
Earnin	Georgetown Public Affairs	200 Portage Avenue Palo Alto, CA 94306
Earthjustice	Earthjustice	1001 G Street NW Suite 1000 Washington, DC 20001
EDENS DC	Georgetown Public Affairs	1220 19th Street NW Ste 520 Washington, DC 20036
Electronic Payments Coalition	Georgetown Public Affairs LLC	1220 19th Street NW Ste 520 Washington, DC 20036
Elevance Health, and its Affiliates	Elevance Health, and its Affiliates	1001 Pennsylvania Avenue Suite 710 Washington, DC 20004
Elevance Health, and its Affiliates	Bryan Hum	1001 Pennsylvania Avenue NW Suite 710 Washington, DC 20004
Eli Lilly and Company	Albers & Company (Martin Guy Rohling)	1873 Sansa Drive, Mechanicsburg, PA 17055
EmpowerEd	EmpowerEd	3814 Kansas Ave. NW Washington, DC 20011
Enterprise RAC Company of Maryland, LLC and its Affiliates DBA Enterprise Mobility	Compass Government Relations Partners, LLC	2273 Research Blvd. Floor 6 Rockville, MD 20850
Enterprise RAC Company of Maryland, LLC and its Affiliates DBA Enterprise Mobility	Compass Government Relations Partners, LLC	2273 Research Blvd. Floor 6 Rockville, MD 20850

Registrant	Client	Address
Entertainment Software Association	Max Brown/Group 360 LLC	601 Massachusetts Avenue, NW Washington, DC 20001
ERIN APPEL	United HealthCare Services, Inc.	701 Pennsylvania Ave. NW Suite 600 Washington, DC 20004
EYA LLC	GMP LLP	4800 Hampden Lane Suite 300 Bethesda, MD 20814
FanDuel Group, Inc.	Bose Public Affairs Group	One Madison Avenue, 23rd Floor New York, NY 10010
FanDuel Group, Inc.	Orrick, Herrington & Sutcliffe LLP	One Madison Avenue, 23rd Floor New York, NY 10010
FBG Enterprises Opco, LLC	Orrick, Herrington & Sutcliffe LLP	205 Hudson St. 5th Floor New York, NY 10013
Flagger Force	Berlin Rosen, LLC	8170 ADAMS DR Hummelstown, PA 17036
Food & Friends	ArentFox Schiff LLP	219 Riggs Road NE Washington, DC 20011
Ford's Theatre	ArentFox Schiff LLP	511 10th St NW Washington, DC 20004
Fresenius Medical Care North America	Albers & Company (Martin Guy Rohling)	28 Liberty Ship Way Suite 2815 Sausalito, CA 94965
Fresenius Medical Care North America	Fresenius Medical Care North America	c/o 28 Liberty Ship Way Suite 2815 Sausalito, CA 94965
G.S. Proctor and Associates, Inc	Comcast Corporation and Affiliated Entities	14408 Old Mill Road Suite 201 Upper Marlboro, MD 20772
G.S. Proctor and Associates, Inc	AAA Club Alliance, Inc (Mid-Atlantic)	14408 Old Mill Road Suite 201 Upper Marlboro, MD 20772

Registrant	Client	Address
Georgetown Public Affairs LLC	Coalition for Ticket Fairness	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Nuveen	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Waymo LLC	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	ARC Gaming & Technologies	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Rooted Schools Foundation	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	DC Gambling Recovery LLC	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Serve Robotics	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	UHS of Delaware, Inc.	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Electronic Payments Coalition	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Communities in Schools of the Nations Capital, Inc.	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	EDENS DC	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Earnin	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007

Registrant	Client	Address
Georgetown Public Affairs LLC	D.C. Association of Nurse Anesthetists	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Washington Gas	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Rooted Schools Foundation	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Post Commercial Real Estate	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Ascension Health Alliance	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	RAP, Inc.	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	ABC Metro Washington	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Spark The Journey	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Johns Hopkins Medicine & Sibley Memorial Hospital	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	D.C. Association of Beverage Alcohol Wholesalers	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Unity Health Care Inc.	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	The Forge Company	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007

Registrant	Client	Address
Georgetown Public Affairs LLC	The Lab School of Washington	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Georgetown Public Affairs LLC	Compost Crew	1025 Thomas Jefferson Street, NW Suite W-3700 Washington, DC 20007
Global Government and Industry Partners, LLC	Cyan Robotics Inc., DBA Coco	4323 Sheriff Road NE Washington, DC 20019
Global Government and Industry Partners, LLC	Lyft, Inc	4323 Sheriff Road NE Washington, DC 20019
Global Government and Industry Partners, LLC	JPMorgan Chase Holdings LLC	4323 Sheriff Road NE Washington, DC 20019
Global Government and Industry Partners, LLC	DoorDash, Inc.	4323 Sheriff Road NE Washington, DC 20019
Global Government and Industry Partners, LLC	Washington Gas	4323 Sheriff Road NE Washington, DC 20019
Global Government and Industry Partners, LLC	POM of DC, LLC	4323 Sheriff Road NE Washington, DC 20019
Global Government and Industry Partners, LLC	Ike Smart City	4323 Sheriff Road NE Washington, DC 20019
Global Government and Industry Partners, LLC	Pepco	4323 Sheriff Road NE Washington, DC 20019
Global Prospects LLC	Anacostia Riverkeeper	1121 South Carolina Ave., SE Washington, DC 20003
GMP LLP	Wells Fargo & Company	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	Google LLC and its Affiliates	1432 K Street NW Suite 400 Washington, DC 20005

Registrant	Client	Address
GMP LLP	CSX Corporation	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	DC History Center	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	District of Columbia Building Industry Association	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	Developers Roundtable	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	ALDI Inc.	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	Society for Science	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	Roman Catholic Archbishop of Washington & his successors in office, a corp. sole	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	151 Q Street Preservation LLC	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	Jair Lynch Real Estate Partners	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	Soul of the City BID	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	EYA LLC	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	SK Investments	1432 K Street NW Suite 400 Washington, DC 20005
GMP LLP	Washington Housing Conservancy	1432 K Street NW Suite 400 Washington, DC 20005

Registrant	Client	Address
GMP LLP	Rift Valley Capital LLC	1432 K Street NW Suite 400 Washington, DC 20005
GoBrands d/b/a GoPuff	GoBrands d/b/a GoPuff	537 North 3rd Street Philadelphia, PA 19123
Google LLC and its Affiliates	Google LLC and its Affiliates	c/o 28 Liberty Ship Way, Suite 2815 Sausalito, CA 94965
Greater Washington Community Foundation	Greater Washington Community Foundation	1750 H Street, NW Suite 800 Washington, DC 20006
Greenstein DeLorme & Luchs, P.C.	Apartment and Office Building Association of Metropolitan Washington	801 17th St NW Suite 1000 Washington, DC 20006
Grow Democracy DC	Grow Democracy DC	1205 33rd Place SE Washington, DC 20019
Hims & Hers Health Inc.	Hims & Hers Health Inc.	2269 Chestnut Street, #523 San Francisco, CA 94123
HNTB Corporation	HNTB Corporation	c/o Politicom Law LLP, 28 Liberty Ship Way Sausalito, CA 94965
Holland & Knight LLP	Turo	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	DC Bankers Association	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	T-Mobile	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	Bank of America Corporation	800 17th Street NW Suite 1100 Washington, DC 20006

Registrant	Client	Address
Holland & Knight LLP	Scientific Games	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	Target Corporation	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	Elevance Health	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	HNTB Corporation	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	MGM Resorts International	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	American Beverage Association	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	Axon Enterprises, Inc.	800 17th Street NW Suite 1100 Washington, DC 20006
Holland & Knight LLP	Clear Plains LLC	800 17th Street N.W. Suite 1100 Washington, DC 20006
Holland & Knight LLP	Sports Betting Alliance - DC	800 17th Street NW Suite 1100 Washington, DC 20006
HopSkipDrive, Inc.	HopSkipDrive, Inc.	28 Liberty Ship Way Suite 2815 Sausalito, CA 94965
Horton's Kids	ArentFox Schiff LLP	2233 Hunter Place SE Washington, DC 20020
Hotel Association of Washington, D.C., Inc.	Hotel Association of Washington, D.C., Inc.	1225 New York Avenue, N.W. Suite 250 Washington, DC 20005
iHeartmedia, Inc.	iHeartmedia, Inc.	419 7th St. NW Suit 500 Washington, DC 20004

Registrant	Client	Address
Innocence Project	Innocence Project	40 Worth Street New York, NY 10013
Innocence Project	Innocence Project	40 Worth Street New York, NY 10013
Institute for Justice	Institute for Justice	901 N Glebe Road Suite 900 Arlington, VA 22203
J. Maurice McCants-Pearsall	ViiV Healthcare	410 Blackwell St Durham, NC 27701
Jackson & Campbell, P.C.	DC Land Title Association	2300 N St NW Suite 300 Washington, DC 20037
Jair Lynch Real Estate Partners	GMP LLP	1400 16th Street, NW Suite 430 Washington, DC 20036
Jefferies LLC	Jefferies LLC	200 S. Orange Ave Suite 1440 Orlando, FL 32801
Jewish Community Relations Council of Greater Washington	Jewish Community Relations Council of Greater Washington	6101 Executive Blvd. N. Bethesda, MD 20852
Jews United for Justice, Inc	Jews United for Justice, Inc	PO Box 41485 Washington, DC 20018
Joann Waiters	Joann Waiters	300 New Jersey Avenue, NW Washington, DC 20001
Johns Hopkins Medicine & Sibley Memorial Hospital	The Fisher Group LLC	3400 N. Charles Street Baltimore , MD 21218
Johns Hopkins University	Johns Hopkins University	1101 East 33rd Suite B301 Baltimore, MD 21218
JPMorgan Chase Bank NA	JPMorgan Chase Bank NA	150 Granby Street, Fl 1 Norfolk, VA 23510

Registrant	Client	Address
JPMorgan Chase Bank NA	JPMorgan Chase Bank NA	150 Granby Street, Fl 1 Norfolk, VA 23510
JPMorgan Chase Holdings, LLC	JPMorgan Chase Holdings, LLC	237 Park Ave Floor 7 New York, NY 10017
Julyan&Julyan	Phyto Management LLC	10612 Allenwood Ln Great Falls, VA 22066
JUUL Labs, Inc.	JUUL Labs, Inc.	1000 F Street NW Suite 800 Washington, DC 20004
JUUL Labs, Inc.	Nicholas Carton	1000 F Street NW Suite 800 Washington, DC 20004
K&L Gates LLP	Zoox, Inc.	1601 K Street NW Washington, DC 20006
Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.	Holland & Knight	2101 E Jefferson Street Rockville, MD 20852
Kerry S. Pearson LLC	Elevance Health, and its Affiliates	700 New Hampshire Avenue NW Suite 115 Washington , DC 20037
Kerry S. Pearson LLC	Potomac Electric Power Company	700 New Hampshire Avenue NW Suite 115 Washington , DC 20037
Kevin Wrege, Pulse Advocacy LLC	United HealthCare Services, Inc.	4410 Massachusetts Avenue NW #150 Washington, DC 20016
Kevin Wrege, Pulse Advocacy LLC	DC Chamber of Commerce	4410 Massachusetts Avenue NW #150 Washington, DC 20016
Kevin Wrege, Pulse Advocacy LLC	District of Columbia Association of Health Plans	4410 Massachusetts Avenue NW #150 Washington, DC 20016
Kevin Wrege, Pulse Advocacy LLC	Ryan, LLC	4410 Massachusetts Avenue NW #150 Washington, DC 20016

Registrant	Client	Address
Kevin Wrege, Pulse Advocacy LLC	America's Health Insurance Plans	4410 Massachusetts Avenue NW #150 Washington, DC 20016
Kevin Wrege, Pulse Advocacy LLC	Institute for Justice	4410 Massachusetts Avenue NW #150 Washington, DC 20016
KHP Capital Partners, L.P.	Potomac Law Group, PLLC	1100 Larkspur Landing Circle Suite 280 Larkspur, CA 94939
LIFT, Inc	Neils Ribeiro-Yemofio	999 N Capitol St NE Suite 310 Washington, DC, DC 20002
Lyft, Inc.	Lyft, Inc.	185 Berry Street Suite 5000 San Francisco, CA 94107
Malcom Fox	Opportunity DC	1310 L St NW #325 Washington, DC 20005
Maplebear Inc. d/b/a Instacart	Maplebear Inc. d/b/a Instacart	28 Liberty Ship Way, Suite 2815 Sausalito, CA 94965
Mariner Strategies	State Privacy and Security Coalition, Inc.	38 School Street Manchester, MA 01944
Marriott International Inc.	Marriott International Inc.	7750 Wisconsin Avenue Bethesda, MD 20814
Max Brown/Group 360 LLC	Accenture, LLP	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	Conduent Incorporated and its Affiliates	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	Entertainment Software Assocation	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	Caesars Enterprise Services, LLC	455 Eye Street NW Apt 1104 Washington, DC 20001

Registrant	Client	Address
Max Brown/Group 360 LLC	Lyft, Inc.	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	Instacart	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	GoPuff	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	HopSkipDrive	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	MTM, Inc.	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	Alzheimers Association	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	Zipcar	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	WGL Holding	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	Hims & Hers Health, Inc.	455 Eye Street NW Apt 1104 Washington, DC 20001
Max Brown/Group 360 LLC	AcersInfra, LLC	455 Eye Street NW Apt 1104 Washington, DC 20001
MD|DC Credit Union Association	Providence Strategies	9891 Broken Land Parkway Ste. 405 Columbia, MD 21046
MD-DE-DC Beverage Association	Cornerstone Government Affairs Group	PO Box 711 Annapolis, MD 21404
Medical Society of the District of Columbia	Medical Society of the District of Columbia	1455 Pennsylvania Ave NW Ste 400 Washington, DC 20004

Registrant	Client	Address
MedStar Health	MedStar Health	9 State Circle Suite 303 Annapolis, MD 21401
MedStar Health	MedStar Health	9 State Circle Suite 303 Annapolis, MD 21401
Merck Sharp & Dohme LLC	Merck Sharp & Dohme LLC	c/o 2350 Kerner Blvd., Ste. 250 San Rafael, CA 94901
Merck Sharp & Dohme LLC	Merck Sharp & Dohme LLC	c/o 2350 Kerner Blvd., Ste. 250 San Rafael, CA 94901
Meta Platforms, Inc.	Bose Public Affairs Group	575 7th Street NW Washington, DC 20004
Mid-Atlantic Petroleum Distributors Assn.	Cornerstone Government Affairs Group	PO Box 711 Annapolis, MD 21404
Morgan Stanley & Co. LLC	Morgan Stanley & Co. LLC	1585 Broadway New York, NY 10036
National Association of Mutual Insurance Companies	National Association of Mutual Insurance Companies	3601 Vincennes Road Indianapolis, IN 46268
National Association of Mutual Insurance Companies	Gina Rotunno	3601 Vincennes Road Indianapolis, IN 46268
National Association of Professional Employer Organizations	ArentFox Schiff LLP	707 North Saint Asaph Street Alexandria, VA 22314
National Domestic Workers Alliance, Inc.	National Domestic Workers Alliance, Inc.	45 Broadway Suite 2240 New York, NY 10006
National Wildlife Federation	National Wildlife Federation	11100 Wildlife Center Drive Reston, VA 20190
Nature Forward	Nature Forward	8940 Jones Mill Road, Chevy Chase, MD 20815, USA Chevy Chase, MD 20815

Registrant	Client	Address
Neutron Holdings, Inc. d/b/a/ Lime	Cornerstone Government Affairs	100 Florida Avenue NE, Apt. 301 Washington , DC 20002
Neutron Holdings, Inc. dba Lime	Neutron Holdings, Inc. dba Lime	5606 Hyattsville Drive Hyattsville, MD 20782
Novartis Pharmaceuticals Corporation	Novartis Pharmaceuticals Corporation	One Health Plaza, Bldg. 401-433 East Hanover, NJ 07936
NRP Market Rate Developer LLC	ArentFox Schiff LLP	1228 Euclid Avenue 4th Floor Cleveland, OH 44115
Nuveen	Georgetown Public Affairs	1025 Thomas Jefferson St NW Suite W-3700 Washington, DC 20007
Orrick, Herrington & Sutcliffe LLP	BetMGM, LLC	2100 Pennsylvania Ave NW Washington, DC 20037
Orrick, Herrington & Sutcliffe LLP	FBG Enterprise Opco, LLC	2100 Pennsylvania Ave NW Washington, DC 20037
Orrick, Herrington & Sutcliffe LLP	DraftKings Inc. and its Affiliates	2100 Pennsylvania Ave NW Washington, DC 20037
Orrick, Herrington & Sutcliffe LLP	FanDuel Group, Inc.	2100 Pennsylvania Ave NW Washington, DC 20037
Pacific Legal Foundation	Pacific Legal Foundation	3100 Clarendon Blvd. Suite 1000 Arlington, VA 22201
Pascal, Weiss & Hirao, P.C.	District of Columbia Association of Beverage Alcohol Wholesalers	1008 Pennsylvania Ave SE Washington, DC 20003
Pfizer Inc.	Pfizer Inc.	c/o 28 Liberty Ship Way, Suite 2815 Sausalito, CA 94965
Pharmaceutical Research and Manufacturers of America (PhRMA)	Pharmaceutical Research and Manufacturers of America (PhRMA)	670 Maine Ave., SW Suite 1000 Washington, DC 20024

Registrant	Client	Address
Phyto Management LLC	Julyan & Julyan	108 Western Maryland Parkway Hagerstown, MD 21740
Piedmont Environmental Council dba Coalition for Smarter Growth	Piedmont Environmental Council	45 Horner Street Warrenton, VA 20186
Post Brother Real Estate LLC	Georgetown Public Affairs	1021 N Hancock St Philadelphia, PA 19123
Potomac Electric Power Company	Potomac Electric Power Company	701 Ninth Street, NW Washington, DC 20068
Potomac Law Group, PLLC	KHP Capital Partners, L.P.	1717 Pennsylvania Ave NW Suite 1025 Washington, DC 20006
Primmer Piper Eggleston & Cramer PC	CareFirst BlueCross BlueShield	1850 M Street NW Suite 840 Washington, DC 20036
Providence Strategies, LLC	MD|DC Credit Union Association	77 Maryland Ave Annapolis, MD 21401
Public Citizen Inc.	Public Citizen Inc.	1600 20th Street, NW Washington, DC 20009
Public Policy Partners	American Association for Marriage and Family Therapy	15 School St, Suite 300 Annapolis, MD 21401
Pyramid Healthcare, Inc.	Pyramid Healthcare, Inc.	271 Lakemont Park Blvd Altoona, PA 16602
Ragina Ali	AAA	1405 G Street, NW Washington, DC 20005
RAP, Inc.	RAP, Inc.	1949 4th Street NE Washington, DC 20002
Redbrick LMD LLC	Redbrick LMD LLC	1275 New Jersey Ave SE STE 601 Washington, DC 20003

Registrant	Client	Address
RELX Inc.	Jeff Shaffer	1150 18th Street, NW Suite 600 Washington, DC 20036
Republic Services	Republic Services	2440 Whitehall Park Drive Suite 800 Charlotte, NC 28273
Restaurant Association of Metropolitan Washington	Restaurant Association of Metropolitan Washington	2112 Pennsylvania Avenue, NW Suite 450 Washington, DC 20037
Rob O'Connor	BetMGM, LLC	3903 Fair Ridge Drive, Suite L-119 FairFax, VA 22033
Roderic L Woodson	CVS Health	1400 K Street NW Suite 1000 Washington, DC 20424
Roman Catholic Archbishop of Washington & his successors in office, a corp. sole	GMP LLP	PO Box 29260 Washington, DC 20017
Rooted Schools Foundation	Georgetown Public Affairs, LLC	612 Andrew Higgins Blvd New Orleans, LA 70130
Ryan, LLC	Kevin Wrege, Pulse Advocacy LLC	8101 Windrose Ave. Plano, TX 75024
Salesforce, Inc.	Salesforce, Inc.	28 Liberty Ship Way, Suite 2815 Sausalito, CA 94965
Sanofi US	Sanofi US	100 Morris Street Morristown, NJ 07960
Sanofi US	Yvette Thomas-Fogg	100 Morris Street Morristown, NJ 07960
Sanofi US	Kathryn Lavriha	100 Morris Street Morristown, NJ 07960
SAS Institute Inc.	SAS Institute Inc.	100 SAS Campus Drive Cary, NC 27513

Registrant	Client	Address
School Justice Project	School Justice Project	1328 Florida Avenue NW Second Floor Washington, DC 20009
Scientific Games, LLC	Scientific Games, LLC	1500 Bluegrass Lakes Parkway Alpharetta, GA 30004
SEIU Local 32BJ	Martin Thomas	25 West 18th Street 5th floor New York, NY 10011
SEIU Local 32BJ	Alexandra Margorin	25 West 18th Street 5th floor New York, NY 10011
SEIU Local 32BJ	Ricardo Campos	25 West 18th Street 5th floor New York, NY 10011
SEIU Local 32BJ	Jaime Contreras	25 West 18th Street 5th floor New York, NY 10011
Serve Robotics	Georgetown Public Affairs	1025 Thomas Jefferson Street, NW Suite W-3700 Washington , DC 20007
Serve Robotics Inc.	Serve Robotics Inc.	730 Broadway Redwood City, CA 94063
SHI International Corp.	Cornerstone Government Affairs	290 Davidson Ave. Somerset, NJ 08873
Sibley Memorial Hospital	Sibley Memorial Hospital	5255 Loughboro RD NW Washington , DC 20016
Sitar Arts Center	ArentFox Schiff LLP	1700 Kalorama Road NW Suite 101 Washington, DC 20009
SK Investments LLC	GMP LLP	1625 Eckington Place Unit 621 Washington, DC 20002
Society for Science	GMP LLP	1719 N Street, NW Washington, DC 20036

Registrant	Client	Address
Soul of the City BID	GMP LLP	3215 Martin L. King Jr Avenue, SE Washington, DC 20032
Spark The Journey	Georgetown Public Affairs LLC	609 H Street NE Ste 500 Washington, DC 20002
Sports Betting Alliance	Cornerstone Government Affairs	3903 Fair Ridge Dr Ste L PMB 119 PMB 119 Fairfax, VA 22033
Sports Betting Alliance	Holland & Knight LLP	c/o 3903 Fair Ridge Drive Suite L-119 Fairfax, VA 22033
Sports Betting Alliance	Cornerstone Government Affairs Group	c/o 3903 Fair Ridge Drive Suite L-119 Fairfax, VA 22033
State Farm	Thomas Hampton	1 State Farm Plaza Bloomington , IL 61710
State Privacy and Security Coalition, Inc.	Mariner Strategies	1201 Wilson Blvd. 27th Floor c/o WeWork Arlington, VA 22209
StubHub, Inc.	ArentFox Schiff LLP	1209 Orange Street Wilmington, DE 19801
Synchrony Financial	Bose Public Affairs Group	777 Long Ridge Road Stamford, CT 06902
Takeda Pharmaceuticals America, Inc	Takeda Pharmaceuticals America, Inc	670 Maine Ave SW Suite 210 Washington, DC 20024
Target Corporation	Target Corporation	1155 F Street NW Suite 925 Washington, DC 20004
Target Corporation	Chanell Autrey	1155 F Street NW Suite 925 Washington, DC 20004
Teva Pharmaceuticals USA, Inc.	Teva Pharmaceuticals USA, Inc.	400 Interpace Pkwy Building A Parsippany, NJ 07054

Registrant	Client	Address
The District of Columbia Water and Sewer Authority	Bose Public Affairs Group	1385 Canal St SE Washington, DC 20003
The Fisher Group LLC	Johns Hopkins Medicine & Sibley Memorial Hospital	4017 Meade St NE Washington, DC 20019
The Forge Company	Georgetown Public Affairs LLC	1025 Thomas Jefferson Street, NW Suite 500 Washington, DC 20007
The George Washington University	Renee McPhatter	1918 F Street Washington, DC 20052
The George Washington University	Gabrielle Sosa	1918 F Street Washington, DC 20052
The Gordian Group, Inc.	The Gordian Group, Inc.	30 Patewood Drive Building 2, Suite 350 Greenville, SC 29615
The Gordian Group, Inc.	The Gordian Group, Inc.	30 Patewood Drive Building 2, Suite 350 Greenville, SC 29615
The Lab School of Washington	Georgetown Public Affairs LLC	4759 Reservoir Road, NW Washington, DC 20007
The Literacy Lab	The Literacy Lab	1400 16th St NW Ste 400 Washington, DC 20036
The Literacy Lab	The Literacy Lab	1400 16th St NW Ste 400 Washington, DC 20036
The Washington Post	The Washington Post	1301 K Street NW Washington, DC 20071
Therme Group US, LLC	Therme Group US, LLC	110 Greene Street Suite 1103 new york, NY 10012
Thomas Hampton	State Farm	5207 Second Street NW Washington, DC 20011

Registrant	Client	Address
Thompson Coburn	Crown Castle	1909 K St NW, Washington, DC 20006, USA Suite 600 Washington, DC 20006
Tishman Speyer Development	Tishman Speyer Development	1875 I Street NW Suite 1200 Washington, DC 20006
T-Mobile USA, Inc.	T-Mobile USA, Inc.	601 Pennsylvania Avenue NW Washington, DC 20004
Trial Lawyers Association of Metropolitan Washington DC	Trial Lawyers Association of Metropolitan Washington DC	1919 M Street NW Suite 350 Washington, DC 20036
Turo	Holland & Knight	2390 E. Cameback Road Suite 300 Phoenix, AZ 85016
Tzedek DC	Tzedek DC	4340 Connecticut Ave NW Suite 319 Washington , DC 20008
U.S. Bank National Association	U.S. Bank National Association	800 Nicollet Mall Minneapolis, MN 55402
Uber Technologies, Inc.	Uber Technologies, Inc.	1725 Third Street San Francisco, CA 94158
Uber Technologies, Inc.	LaVita Gardner	1725 Third Street San Francisco, CA 94158
UHS of Delaware, Inc.	Georgetown Public Affairs LLC	1220 19th St NW Ste 520 Washington , DC 20036
ULSE Inc. d/b/a UL Standards & Engagement	ULSE Inc. d/b/a UL Standards & Engagement	1250 Connecticut Ave NW Suite 510 Washington, DC 20036
United HealthCare Services, Inc.	ERIN A. APPEL	9700 Health Care Lane Minnetonka, MN 55343
United HealthCare Services, Inc.	Pulse Advocacy, LLC	9700 Health Care Lane Minnetonka, MN 55343

Registrant	Client	Address
Unity Health Care Inc.	Georgetown Public Affairs LLC	1100 New Jersey Avenue, SE Suite 500 Washington, DC 20003
Venable LLP, Attn: Ariel Wolf	Autonomous Vehicle Industry Association	600 Massachusetts Avenue NW Washington, DC 20001
ViiV Healthcare	ViiV Healthcare	410 Blackwell St Durham, NC 27701
Walmart Inc.	Walmart Inc.	702 SW 8th Street Bentonville, AR 72716
Warner H. Session, Esq.	MSD LLC	1200 New Hampshire Ave NW Ste 400 Washington, DC 20036
Warner H. Session, Esq.	American Subcontractors Association of Metro Washington	1200 New Hampshire Ave NW Ste 400 Washington, DC 20036
Washington Area Bicyclist Association	Washington Area Bicyclist Association	2599 Ontario Rd NW Washington, DC 20009
Washington Commanders	American Management Corporation	4600 River Road Riverdale, MD 20737
Washington Commanders	Washington Commanders	4600 River Road Riverdale, MD 20737
Washington Drama Society, Inc. d/b/a Arena Stage	ArentFox Schiff LLP	1101 Sixth Street SW Washington, DC 20024
Washington Gas	Washington Gas	1000 Maine Avenue SW 6th Floor Washington , DC 20024
Washington Lawyers' Committee for Civil Rights and Urban Affairs, Inc.	Washington Lawyers' Committee for Civil Rights and Urban Affairs, Inc.	700 14th Street NW, Suite 400 Washington, DC, DC 20005
Washington Soccer Properties, LLC	The Daschle Group	3160 Fairview Park Drive Suite 600 Falls Church, VA 22042

Registrant	Client	Address
Waymo	Cornerstone Government Affairs	1600 Amphitheater Parkway Mountain View, CA 94043
Waymo LLC	Waymo LLC	c/o 28 Liberty Ship Way, Suite 2815 Sausalito, CA 94965
Wells Fargo & Company	GMP LLP	90 S. 7th Street, MAC N9305-16C Minneapolis, MN 55402
Western Governors University	Western Governors University	4001 South 700 E. Suite 700 Salt Lake City, UT 84107
Whitman-Walker Clinic, Inc.	Whitman-Walker Clinic, Inc.	1201 Sycamore Drive SE Suite 300 Washington, DC 20032
Whitman-Walker Health System, Inc.	Whitman-Walker Health System, Inc.	1201 Sycamore Drive SE Suite 300 Washington, DC 20032
Wilkes Artis	Berlin Rosen, LLC	1875 I Street NW Suite 600 Washington, DC 20006
Zipcar	Max Brown	35 Thompson Pl Boston, MA 02210
Zuckerman Gravely Management, Inc.	ArentFox Schiff LLP	2 Wisconsin Circle Suite 1050 Chevy Chase, MD 20815

DEPARTMENT OF HEALTH
HEALTH SYSTEMS AND PREPAREDNESS ADMINISTRATION

NOTICE OF VIRTUAL MEETING

Board of Medicine
February 25, 2026

On February 25, 2026, at 8:30 am, the Board of Medicine will hold a virtual meeting to consider and discuss a range of matters impacting competency and safety in the practice of medicine.

The meeting will be open to the public from 8:30 am to 10:30 am to discuss various agenda items and any comments and/or concerns from the public.

In accordance with Section 405(b) of the Open Meetings Amendment Act of 2010, the meeting will then move to Closed Session from 10:30 am until 4:00 pm to plan, discuss, or hear reports concerning licensing issues, ongoing or planned investigations of practice complaints, and violations of law or regulations.

The meeting will be conducted via videoconference. The public may attend the open session through one of the following:

Meeting link:
https://dcnet.webex.com/dcnet/j.php?MTID=m7f823658b3b1e1556a59c90709042b04

Meeting number:
160 487 2313

Password:
eTJJfPgx322

Join by video system
Dial 1604872313@dcnet.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-202-860-2110 United States Toll (Washington D.C.)
1-650-479-3208 Call-in number (US/Canada)
Access code: 160 487 2313

Executive Director for the Board – Emilia Moran, Interim Executive Director
(Emilia.Moran@dc.gov)

LEE MONTESSORI PUBLIC CHARTER SCHOOL

REQUEST FOR QUOTES

HUMAN RESOURCE INFORMATION SYSTEM

Lee Montessori Public Charter School is looking to solicit bids for payroll and HRIS services for approximately 110 employees. The service needs to include hiring, onboarding. electronic timesheets (including PTO management), semi-monthly payroll processing, benefit administration, and performance management. The system should also be able to create end-of-year tax forms (such as W-2s and ACA forms) as well as 941 forms. The system should also be able to submit employee taxes to the correct states (DC, MD, VA). Finally, the system should include reporting and analytics for each of these modules. Prices should be quoted on a per-employee per-month basis. If there is a need for additional information, please contact Liz Brzyski at liz@leemontessori.org

Proposals are due no later than 5 pm on Friday, March 20. Proposals should be sent to liz@leemontessori.org and joshua@leemontessori.org. Lee anticipates making a decision no later than Friday, April 3, with implementation beginning July 1, 2026.

DEPARTMENT OF LICENSING AND CONSUMER PROTECTION

NOTICE OF PUBLIC MEETING

District of Columbia Board of Industrial Trades

The District of Columbia Board of Industrial Trades ("Board") hereby gives notice of its regular meeting, pursuant to the section 406 of the Open Meetings Act of 2010, effective January 19, 2011 (D.C. Law 18-350; D.C. Official Code § 2-576). The proposed agenda for each meeting will be posted on the Department of Licensing and Consumer Protection's website at www.dlcp.dc.gov and the Office of Open Government's website at https://www.open-dc.gov/public-bodies/meetings, not less than forty-eight (48) hours before the meeting.

The Board will hold its next meeting on Tuesday, February 17, 2026, at 1 p.m.

The Board holds its meeting quarterly at the time specified. The meetings are open to members of the public virtually through Zoom. For additional information, please contact Ms. Chanda Kearney, Board Administrator, at (202) 6600-0509 or chanda.kearney@dc.gov.

DRAFT AGENDA

1. Call to Order – 1:00 p.m.
2. Attendance
3. Comments from the Public
4. Review Correspondence
5. Approval of Minutes
6. Old Business
7. New Business
8. Executive Session - (Closed to the Public) - We will now go into executive session, which is closed to the public, in order to consult with our attorneys to seek legal advice; to discuss disciplinary matters; and to deliberate upon decisions in adjudication actions and proceedings, as provided by D.C. Official Code § 2-575(b)(4)(A), § 2-575(b)(9), and § 2-575(b)(13). We will resume the public portion of the meeting at the conclusion of the executive session. Please stand by for our return if you are participating online.
9. Final Recommendations/Actions
10. Adjourn – The next regularly scheduled meeting will occur on Tuesday, March 17, 2026, via Zoom.

To join the meeting:
https://dc-gov.zoom.us/j/82311448004
Call: 301 715 8592
Webinar ID: 823 1144 8004

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at open.govoffice@dc.gov.

DEPARTMENT OF LICENSING AND CONSUMER PROTECTION

District of Columbia Board of Real Estate Appraisers

NOTICE OF PUBLIC MEETING

The District of Columbia Board of Real Estate Appraisers ("Board") hereby gives notice of its regular meeting, pursuant to the section 406 of the Open Meetings Act of 2010, effective January 19, 2011 (D.C. Law 18-350; D.C. Official Code § 2-576). The proposed agenda for each meeting will be posted on the Department of Licensing and Consumer Protection's website at www.dlcp.dc.gov and the Office of Open Government's website at https://www.open-dc.gov/public-bodies/meetings, not less than forty-eight (48) hours before the meeting.

The Board will hold its upcoming meeting on Wednesday, February 18, 2026, at 10:00 a.m.

The Board holds its meetings on the third Wednesday of every month at 10:00 a.m. The meetings are open to members of the public virtually through Zoom. For additional information, please contact Ms. Brittney Cheshier, Board Administrator, at (202) 442-4461 or Brittney.Cheshier1@dc.gov.

Draft Agenda

1. Call to Order – 10:00 a.m.
2. Attendance
3. Comments from the Public
4. Approval of Meeting Minutes
5. Recommendations – Education Committee Report
6. Correspondence
7. Old Business
8. New Business
9. Motion – Executive Session (Closed to the Public) to consult with an attorney pursuant to D.C. Official Code § 2-575(b)(4)(A); D.C. Official Code § 2-575(b)(9) to discuss complaints/legal matters, applications, and legal counsel report.
10. Recommendations
    a. Applications
    b. Legal recommendations for complaints and legal matters
11. Adjourn – The next regularly scheduled meeting will occur on March 18, 2026, via Zoom.

To Join the Meeting:
https://dc-gov.zoom.us/j/89084192802
Webinar ID: 890 8419 2802

***** This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov***

OFFICE OF OUT OF SCHOOL TIME GRANTS AND YOUTH OUTCOMES

NOTICE OF FUNDING AVAILABILITY

Fiscal Year 2026 Summer Strong DC Program

The Office of Out of School Time Grants and Youth Outcomes (OST Office) also known as Learn24 seeks high-performing, fiscally responsible, nonprofit organizations that focus on youth development and have a history of success with increasing participants academic knowledge, skills, and behaviors and serve school age children and youth with summer programs to respond to the Fiscal Year 2026 Summer Strong DC Request for Applications (RFA). For the purposes of this RFA, summer programming is defined as a structured, supervised learning, and youth development opportunity offered to a distinct group of District youth during the summer months for a minimum of 5 hours per day, 5 days a week, for 5 consecutive weeks. The total amount available for these grants is approximately $1.645 million for programs that will occur between June 22, 2026, and August 21, 2026.

Beginning January 14, 2026, the full text of the Requests for Applications (RFA) will be available on the OST Office website. A person may obtain a copy of these RFAs by any of the following means:

> **Download** from the OST Office website, Learn24. Select the *Learn24 Network* tab and click on *OST Grants* to find the RFAs.
>
> **Email** a request to learn24rfa@dc.gov with "Request copy of 2025 Summer Strong RFA" in the subject line.

The deadline for application submissions is Wednesday, February 25, 2026, at 5:00 p.m. for the Fiscal Year 2026 Summer Strong DC Program RFA. Submission information will be available on the website and included with the RFAs.

Eligibility: All the checked institutions below may apply for these grants.

☒-Nonprofit organizations, including those with IRS 501(c)(3) determinations
☐-Faith-based organizations
☐-Government agencies
☐-Universities/educational institutions
☐-Private Enterprises

For additional information regarding these RFAs, write to: learn24rfa@dc.gov.

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

NOTIFICATION OF CHARTER REVIEW

SUMMARY: The District of Columbia Public Charter School Board (DC PCSB) announces an opportunity for the public to submit comments on the DC public charter schools listed below which are up for a charter review or renewal on March 23, 2026. Pending DC PCSB staff's analysis, the Board may elect to do one of the following for schools up for review: 1) continue the school's charter without conditions, 2) conditionally continue the school's charter by imposing annual or interim targets or requirements it must meet, or 3) initiate charter revocation proceedings. For schools up for renewal, the Board may elect to do one of the following for each school: 1) renew the school's charter or 2) not renew the school's charter.

Washington Latin Public Charter School (Washington Latin PCS)
Washington Latin PCS is up for its 20-year charter review. The school operates four campuses in Wards 4 and 5. It serves students in grades 5 – 12. Its mission is "to provide a challenging, classical education that is accessible to students throughout the District of Columbia."

KIPP DC Public Charter School (KIPP DC PCS)
KIPP DC PCS is up for its 25-year charter review. The school operates 20 campuses in Wards 5, 6, 7, and 8. It serves students in grades pre-kindergarten 3 (PK3) – 12. Its mission is: "KIPP DC is a non-profit network of high-performing, college-preparatory public charter schools in Washington, DC. All KIPP DC schools are tuition-free, open enrollment schools, and actively recruit and serve students in the city's most educationally underserved communities. At KIPP DC, there are no shortcuts. Highly skilled teachers and leaders, more time in school, a rigorous college preparatory-curriculum, and a strong culture of high expectations and support help our students make significant academic gains and continue to excel in high school and college."

Richard Wright Public Charter School for Journalism and Media Arts Public Charter School (Richard Wright PCS)
Richard Wright PCS is up for its 15-year charter renewal. The school operates one campus in Ward 6. It serves students in grades 8 – 12. Its mission is "to transform students in grades 8 – 12 into well-versed media contributors by providing a student-centered environment that connects them to the classics and modern languages and a curriculum focused on strong writing skills and vocabulary."

Pursuant to the School Reform Act, D.C. Code 38-1802 et seq., DC PCSB is required to review each DC public charter school's performance at least once every five years.

PUBLIC MEETING: DC PCSB will discuss and vote on KIPP DC PCS and Richard Wright PCS on March 23, 2026, at 6:00 pm. Please check www.dcpcsb.org to register to attend the meeting.

PUBLIC COMMENT INSTRUCTIONS: Comments must be submitted on or before March

23, 2026.[1] You may submit comments by any one of the methods listed below.

Sign up to testify during the public hearing by going to https://dcpcsb.org/public-comment. Click on the "Sign up to Testify at the Meeting" tab to fill out the form. The deadline to sign up to testify is noon on March 23, 2026.

Submit a written comment identified via
Online form at https://dcpcsb.org/public-comment
Postal Mail, Hand Delivery, or Courier: Attn: Public Comment, DC Public Charter School Board, 100 M Street SE, Suite 400, Washington, DC 20003.

Submit audio testimony by phone: Call (202) 328-2660 and select option 2. You will have up to five minutes to record your testimony. Please note that all comments will be transcribed and made available to the public upon receipt.

FOR FURTHER INFORMATION, CONTACT: Kirsten James, Director of School Quality and Accountability, at kjames@dcpcsb.org.

[1] DC PCSB reserves the right, but shall have no obligation, to review, pre-screen, filter, redact, refuse or remove any or all your submission that it may deem to be inappropriate for publication, such as obscene language.

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

NOTICE OF PETITION TO AMEND

FACILITY – ACADEMY OF HOPE PCS

SUMMARY: The District of Columbia Public Charter School Board (DC PCSB) announces an opportunity for the public to submit comment on a request from Academy of Hope Adult Public Charter School (Academy of Hope PCS) to amend its charter agreement to relocate to a new facility. The school submitted its request on February 2, 2026.[1]

The school proposes opening an additional facility in Ward 8 at 1201 Sycamore Drive SE beginning in school year (SY) 2026 – 27. Founded in 2014, Academy of Hope PCS educates 997 adult learners at two facilities across Wards 5 and 8.

PUBLIC MEETINGS: The public hearing will be on March 23, 2026, at 6 p.m. The vote will be on April 27, 2026, at 6 p.m. Please visit https://dcpcsb.org/events to register to attend the meeting.

HOW TO SUBMIT PUBLIC COMMENTS: To ensure your comment is processed and reviewed,[2] please use one of the methods below:

1. Sign up to testify during the public hearing by going to https://dcpcsb.org/public-comment. Click on the "Sign up to Testify at the Meeting" tab to fill out the form. The deadline to sign up to testify is noon on March 23, 2026.
2. Submit a written comment identified via
    a. Online form at https://dcpcsb.org/public-comment
    b. Postal Mail, Hand Delivery, or Courier: Attn: Public Comment, DC Public Charter School Board, 100 M Street SE, Suite 400 Washington, DC 20003

    Please note DC PCSB accepts written comments on or before 11:59 p.m. March 23, 2026.
3. Submit audio testimony by phone: Call (202) 328-2660 and select option 2. You will have up to five minutes to record your testimony. Please note that all comments will be transcribed and made available to the public upon receipt.

FOR FURTHER INFORMATION OR QUESTIONS, CONTACT Bijon Lane, Specialist, School Performance Department, blane@dcpcsb.org.

---

[1] Pursuant to the School Reform Act, D.C. Code 38-1802 et seq., a charter school must submit a petition to revise its charter.

[2] DC PCSB reserves the right, but shall have no obligation, to review, pre-screen, filter, redact, refuse or remove any or all your submission that it may deem to be inappropriate for publication, such as obscene language.

PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA

NOTICE OF FINAL TARIFF

GAS TARIFF 00-3, IN THE MATTER OF THE APPLICATION OF WASHINGTON GAS LIGHT COMPANY, DISTRICT OF COLUMBIA DIVISION, FOR AUTHORITY TO AMEND ITS TARIFF, P.S.C.-D.C. No. 3,

1. The Public Service Commission of the District of Columbia (Commission) hereby gives notice, pursuant to Section 34-802 of the District of Columbia Official Code and in accordance with Section 2-505 of the District of Columbia Official Code,[1] of its final action approving Washington Gas Light Company's (WGL or Company) proposal to amend its tariff to include the new Mayor's Energy Surcharge Fund (MESF) tariff.

2. On November 3, 2025, WGL filed a tariff amendment requesting Commission approval of an update to its Residential Service - Rate Schedule No. 1 tariff due to a change in law, D.C. Act 26-148 (Fiscal Year 2026 Budget Support Emergency Act of 2025), creating the Mayor's Energy Surcharge Fund.[2] The Company explains that the MESF is intended to provide funding for the purchase of wind or solar energy from the PJM interconnection region by the District of Columbia (District) government through a power purchase agreement and the purchase of other energy for the District government. The Act imposes a new per-therm assessment on a natural gas company to fund the MESF. D.C. Code § 8-1774.10(b)(5) authorizes a gas company to recover the new per-therm assessment in a surcharge on customers' bills. The tariff amendment will include a revised line item on customers' bills to reflect the collection of the new MESF. The proposed tariff language states:

> DISTRICT OF COLUMBIA MAYOR'S ENERGY SURCHARGE FUND SURCHARGE A per therm surcharge shall be billed effective December 1, 2025 in addition to any other billings under this rate schedule. All customers other than those participating under the Residential Essential Service Rider in Rate Schedule Nos. 1 and 1A shall contribute to the Mayor's Energy Surcharge Fund through this surcharge. The surcharge is established in accordance with the applicable section of D.C. Act 26-148 (Fiscal Year 2026 Budget Support Emergency Act of 2025). This surcharge will provide funding for the purchase of wind or solar energy from the PJM interconnection region by the District government through a power purchase agreement and the purchase of other energy for the District government.[3]

---

1 D.C. Official Code § 34-802 and D.C. Official Code § 2-505.

2 *Gas Tariff 00-3*, *In the Matter of Application of Washington Gas Light Company, District Of Columbia Division, For Authority To Amend Its Tariff, P.S.C.-D.C. No. 13* (*GT00-3*), Washington Gas Light Company's District of Columbia Mayor's Energy Surcharge Fund Surcharge Tariff, filed November 3, 2025 (MESF tariff).

3 MESF tariff at Proposed Fourteenth Revised Page No. 5.

WGL amends the following tariff page to reflect the MESF tariff:

RESIDENTIAL SERVICE - RATE SCHEDULE No. 1

(Former) Thirteenth Revised Page No. 5
Superseding Twelfth Revised Page No. 5

(New) Fourteenth Revised Page No. 5
Superseding Thirteenth Revised Page No. 5

3. On December 5, 2025, the Commission published a Notice of Proposed Tariff (NOPT) in the *D.C. Register* inviting public comment on WGL's MESF tariff amendment.[4] No comments were filed in response to the NOPT. At its regularly scheduled Open Meeting held on February 4, 2026, the Commission took final action approving WGL's MESF tariff, effective upon publication of this Notice of Final Tariff in the *D.C. Register*.

A TRUE COPY: **BY DIRECTION OF THE COMMISSION:**

CHIEF CLERK: **BRINDA WESTBROOK-SEDGWICK**
COMMISSION SECRETARY

[4] 72 *D.C. Reg*. 013829 – 013830 (December 5, 2025).

DISTRICT OF COLUMBIA SENTENCING COMMISSION

NOTICE OF HYBRID MEETING

The Commission meeting will be held on Tuesday, February 17th, 2026, at 5:00 p.m. via Zoom and in-person. Below is the planned agenda for the meeting. The final agenda will be posted on the agency's website at http://www.scdc.dc.gov

For additional information, please contact Brittany Bunch, Outreach Specialist, at (202) 727-8822 or email scdc@dc.gov

To attend the upcoming monthly meetings, register to attend using the link below.

https://scdc.dc.gov/page/commission-meetings

The Commission's meeting are available both in-person and virtually. Meetings can be viewed on the Commission's Facebook page.

Agenda

1. Review and Approval of the Minutes from the Tuesday, January 20th, 2026, Commission meeting – Action Item, Judge Dayson, Chairman.

2. Director's Report – Information Item, Linden Fry, Executive Director

3. Commission Discussion – Information Item, Commission Members

4. Next Scheduled Meeting – Tuesday, March 17th, 2026

5. Adjourn

Please note: This agenda is subject to change. Please check our website for the most up-to-date information. https://scdc.dc.gov/

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT

NOTICE OF FUNDING AVAILABILITY

RESIDENTIAL ENERGY CONTRACTOR SUPPORT GRANT

Fiscal Year 2026

This Notice of Funding Availability (**"NOFA"**), in combination with the Request for Applications (**"RFA"**), which will be released when the grant opens, constitutes the full set of instructions to assist applicants with completing applications for the Fiscal Year (**"FY"**) 2026 Residential Energy Contractor Support Grant ("**RECS Grant"**). **Applicants are required to read both documents in their entirety before applying**.

The District of Columbia ("**DC**," **D.C.**," or "**District**") Department of Small and Local Business Development ("**DSLBD**" or "**Department**") is pleased to announce that it will begin soliciting applications for the FY26 RECS Grant on or about March 2, 2026 at 10:00 a.m. Eastern Time ("**ET**").

RECS grants will be awarded to eligible District-based businesses that can deliver targeted development training and back-office support to DC Sustainable Energy Utility ("**DCSEU**") Train Green program participants as well as District-based businesses engaging in other energy efficiency training opportunities or "green" energy contracting opportunities. In partnership with the Department of Energy and Environment ("**DOEE**"), DSLBD seeks to position eligible-businesses to deliver trainings and prepare District-based business for subcontracting opportunities through back-office support (i.e., proposal/grant writing, marketing, customer recruitment, and account management).

The Department intends to award up to two (2) grants to District-based businesses in the amount of $50,000, from the $100,000 in total available funding for FY26.

The competitive application will open on March 2, 2026 and close on April 1, 2026, at 2:00 p.m. ET. Applications will only be accepted through the online application system listed in the corresponding RFA that will be posted on DSLBD's website.

Who Can Apply?
To be eligible for this grant opportunity, applicants must meet the following criteria:

- Be a District-based business, verified through a DC Business address. An applicant's business address must be consistent with the address associated with the applicant's DC corporate registration file number, Department of Licensing and Consumer Protection ("**DLCP**") business license, business property lease (premises address), and DC tax returns.
- Complete at least two (2) Train Green sessions by the RECS Grant application deadline.

Applicants are also required to provide, among other items, a current Certificate of Clean Hands ("**CCH**") from the District's Office of Tax and Revenue ("**OTR**"), proof of an active DLCP

business license, and a signed affidavit and attesting to compliance with applicable program conditions.

How Do I Apply?
Instructions are included in the RFA, which will be available for download on DSLBD's website on or before March 2, 2026. Applicants are required to read the full RFA at: https://dslbd.dc.gov/service/current-grant-opportunities.

How Can the Funds Be Used?
Grant funds may be used to cover business expenses incurred from the effective date of the relevant grant agreement through September 30, 2026 for cost directly related to providing back-office and training services to District-based businesses: (1) participating or registered to participate in DCSEUs Train Green program offerings or other energy efficiency training opportunities, as well as those (2) looking for or sourcing other viable green energy contracting opportunities.

How Will Awardees Be Selected?
Grant awardees will be selected through a competitive application process. DSLBD staff will review complete and timely submitted applications for eligibility. A panel will review applications deemed eligible and score them using the criteria discussed in detail within the RFA.

The Director of DSLBD will approve grant awards at the final stage. Announcements of selected awards will be made on or around May 16, 2026.

Questions?
DSLBD will hold virtual information sessions concerning the grant program. Details on information sessions will be provided in the RFA along with a registration link, and they will also be listed on DSLBD's Eventbrite page on or around March 2, 2026. Applicants are highly encouraged to attend an information session.

Questions asked outside of the virtual information sessions must be submitted in writing to DSLBD at Business.Opportunities@dc.gov. DSLBD will begin answering questions after the grant opens on March 2, 2026. DSLBD will not respond to questions over the phone. All questions must be submitted no later than March 13, 2026.

Reservation of Rights
DSLBD reserves the right to issue addenda, modifications, and/or amendments after the issuance of this NOFA or the corresponding RFA, or to rescind the NOFA or RFA at any time.

DISTRICT DEPARTMENT OF TRANSPORTATION

NOTICE OF FUNDING AVAILABILITY (NOFA)

National Electric Vehicle Infrastructure (NEVI) Program Grant
Request for Application (RFA) Release Date: March 3, 2026
Application Submission Deadline: May 26, 2026

The District Department of Transportation (DDOT) will solicit detailed proposals from organizations, businesses, or property owners to design, build, operate and maintain federally compliant Direct Current (DC) fast charging stations. Under the National Electric Vehicle Infrastructure (NEVI) Formula Program, DDOT is receiving $16.7 million over five (5) years to invest in electric vehicle (EV) charging infrastructure throughout the District of Columbia (District) in accordance with the program's guidance, specifications, and requirements.

These first round of stations must be withing one (1) travel-mile of federally designated Alternative Fuel Corridors (AFCs) for the District to achieve fully built out status. The District currently has six (6) AFCs. The eligible locations can be found in this map: https://dcgis.maps.arcgis.com/apps/mapviewer/index.html?webmap=2a139e962243440fb34f80e5202e1a35. **DDOT requires you to apply with station sites secured through a property owner letter of support unless the Applicant is also the site host.**

The total funding available for this RFA is $9.6 million. Some of this amount will be used by DDOT for planning, outreach, and administration as allowed by NEVI guidelines. **The Applicant is required to provide a match of 20% of the total price proposal.** Please refer to the full RFA for a detailed list of requirements. The RFA will be available on **March 3, 2026** and listed in the District Grants Clearinghouse on the Office of Partnerships and Grant Services website. The submission deadline will be **May 26, 2026**.

Additional information on the deployment plan can be found on the District's NEVI website: https://nevi.ddot.dc.gov/. Otherwise, please contact:

Tasin Malik
Planning and Sustainability Division
250 M Street SE
Washington, DC 20003
Phone: (202) 923-5931
Email: tasin.malik@dc.gov

NOTICE OF NON-DISCRIMINATION

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code §§2-1401.01 *et seq.* (Act), the District of Columbia does not discriminate on the basis of (actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

ጠቃሚ ማስታወቂያ

ይህ ሰነድ ጠቃሚ መረጃ ይዟል። በአማርኛ እርዳታ ከፈለጉ ወይም ስለዚህ ማስታወቂያ ጥያቄ ካለዎት በ 202-527 – 5633 ይደውሉ። የትኛውን ቋንቋ እንደሚናገሩ ለደንበኞች አገልግሎት ተወካይ ይንገሩ። ያለምንም ክፍያ አስተርጓሚ ይመደብልዎታል። እናመሰግናለን።

重要通知

本文件包含重要資訊。如果您需要用（中文）接受幫助或者對本通知有疑問，請電洽 202-527 - 5633。**請**
告訴客戶服務部代表**您所**說的語言，會免費向**您提供口譯員服務。謝謝！**

AVIS IMPORTANT

Ce document contient des informations importantes. Si vous avez besoin d’aide en Français ou si vous avez des questions au sujet du présent avis, veuillez appeler le 202-527 - 5633. Dites au représentant de service quelle langue vous parlez et l’assistance d’un interprète vous sera fournie gratuitement. Merci.

안내

이 안내문은 중요한 내용을 담고 있습니다. 한국어로 언어 지원이 필요하시거나 질문이 있으실 경우 202-527 – 5633 로 연락을 주십시오. 필요하신 경우, 고객 서비스 담당원에게 지원 받고자 하는 언어를 알려주시면, 무료로 통역 서비스가 제공됩니다. 감사합니다.

AVISO IMPORTANTE

Este documento contiene información importante. Si necesita ayuda en Español o si tiene alguna pregunta sobre este aviso, por favor llame al 202-527 - 5633. Infórmele al representante de atención al cliente el idioma que habla para que le proporcione un intérprete sin costo para usted. Gracias.

THÔNG BÁO QUAN TRỌNG

Tài liệu này có nhiều thông tin quan trọng. Nếu quý vị cần giúp đỡ về tiếng Việt, hoặc có thắc mắc bề thông báo này, xin gọi 202-527 - 5633. Nói với người trả lời điện thoại là quý vị muốn nói chuyện bằng tiếng Việt để chúng tôi thu xếp có thông dịch viên đến giúp quý vị mà không tốn đồng nào. Xin cảm ơn.

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

BOARD OF DIRECTORS

NOTICE OF PUBLIC MEETING

Finance and Budget Committee

The Board of Directors of the District of Columbia Water and Sewer Authority (DC Water) Finance and Budget Committee will hold a meeting via Microsoft Teams on Thursday, February 26, 2026, at 9:30 a.m. This meeting will **not** be held in the Board Room (2nd floor) at 1385 Canal Street, S.E. The Chief Executive Officer and General Manager invites the public to attend the meeting via Microsoft Teams. Below is the draft agenda for this meeting. Please see the final agenda posted to DC Water's website at www.dcwater.com, which will include remote access information for this meeting.

For additional information, please contact Michelle Rhodd, Board Secretary at (202) 787-2331 or Michelle.Rhodd@dcwater.com.

DRAFT AGENDA

1. Call to Order	Committee Chairperson
2. February 2026 Financial Report	Vice President, Budget
3. Action Items	CFO and EVP, Finance and Procurement
4. Agenda for March 2026 Committee Meeting	Committee Chairperson
5. Executive Session	Committee Chairperson
6. Adjournment	Committee Chairperson

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov.

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

BOARD OF DIRECTORS

NOTICE OF PUBLIC MEETING

District of Columbia Retail Water and Sewer Rates Committee

The Board of Directors of the District of Columbia Water and Sewer Authority (DC Water) District of Columbia Retail Water and Sewer Rates Committee will hold a meeting on Monday, February 23, 2026, at 9:30 a.m. The meeting will **not** be held in the Board Room (2nd floor) at 1385 Canal Street, S.E, but will be held via Microsoft Teams. Below is the draft agenda for this meeting. A final agenda will be posted on DC Water's website at www.dcwater.com. Please see the website for remote access information for this meeting.

For additional information, contact Michelle Rhodd, Board Secretary at (202) 787-2331 or Michelle.Rhodd@dcwater.com.

DRAFT AGENDA

1. Call to Order	Committee Chairperson
2. Monthly Updates	CFO and EVP, Finance & Procurement
3. Committee Work Plan	CFO and EVP, Finance & Procurement
4. Other Business	CFO and EVP, Finance & Procurement
5. Adjournment	Committee Chairperson

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT

BZA Application No. 20967-A
Salvation Arts, LLC
1371-1375 H Street, NE (Square 1027, Lot 166)

HEARING DATE (20967):	November 1, 2023
DECISION DATE (20967):	November 1, 2023
ORDER ISSUANCE DATE (20967):	November 9, 2023
DECISION DATE (20967-A):	January 28, 2026

SUMMARY ORDER ON REQUEST FOR ONE-YEAR TIME EXTENSION

ORIGINAL APPLICATION. In Application No. 20967, the Board of Zoning Adjustment ("**Board**" or "**BZA**") approved the request by Salvation Arts, LLC (the "**Applicant**") for a special exception under Subtitle C § 703.2, pursuant to Subtitle X § 901.2, from the minimum vehicle parking requirements of Subtitle C § 701.5, and a special exception under Subtitle H §§ 6005.1(a) and 6009.1(a), pursuant to Subtitle X § 901.2, from the animal care and boarding use requirements, in order to construct a new, attached, six-story with roof deck, 30-unit apartment house with ground floor retail in the NMU-7B/H-A zone. The Board issued Order No. 20967 on November 9, 2023 (the "**Order**," Exhibit 4). Pursuant to Subtitle Y § 604.11, the Order became effective ten days after issuance. Pursuant to Subtitle Y § 702.1, the Order was valid for two years from the time it became final.

REQUEST FOR ONE-YEAR TIME EXTENSION. On October 7, 2025, the Applicant submitted a request that the Board grant a one-year extension of Order No. 20967. (Exhibits 1A-5.)

NOTICE OF THE REQUEST. Pursuant to Subtitle Y § 705.2(a), the Applicant provided proper and timely notice of the request for time extension to the parties to the underlying case. (Exhibit 5.)

PARTIES. The parties to this case were the Applicant and Advisory Neighborhood Commission ("**ANC**") 6A.

ANC REPORT. The ANC's report indicated that at a regularly scheduled, properly noticed public meeting on November 13, 2025, at which a quorum was present, the ANC voted to support the request. (Exhibit 6.)

OFFICE OF PLANNING ("OP") REPORT. OP submitted a report recommending approval of the time extension. (Exhibit 7.)

DISTRICT DEPARTMENT OF TRANSPORTATION ("DDOT") REPORT. DDOT did not submit a report to the record for this time extension request.

CONCLUSIONS

This request for extension is pursuant to Subtitle Y § 705 of the Zoning Regulations, which permits the Board to extend the time periods in Subtitle Y § 702.1 for good cause shown upon the filing of a written request by the applicant before the expiration of the approval.

Pursuant to Subtitle Y § 705.2(a), the Applicant shall serve on all parties to the application and all parties shall be allowed 30 days to respond. Pursuant to Subtitle Y § 705.2(b), the Applicant shall demonstrate that there is no substantial change in any of the material facts upon which the Board based its original approval of the application. Finally, under Subtitle Y § 705.2(c), good cause for the extension must be demonstrated with substantial evidence of one or more of the following criteria: (1) An inability to obtain sufficient project financing due to economic and market conditions beyond the applicant's reasonable control; (2) an inability to secure all required governmental agency approvals by the expiration date of the Board's order because of delays that are beyond the applicant's reasonable control; or (3) the existence of pending litigation or such other condition, circumstance, or factor beyond the applicant's reasonable control.

Based upon the record before the Board and having given great weight to the appropriate recommendations and reports filed in this case, the Board finds that the Applicant has met the criteria of Subtitle Y § 705.2 to extend the validity of the underlying order.

Pursuant to Subtitle Y § 604.3, the order of the Board may be in summary form where granting an application when there was no party in opposition. As a summary order, it does not constitute binding legal precedent on the Board and shall not be considered by the Board in evaluating future applications.

DECISION

It is therefore **ORDERED** that the request for a one-year time extension to the validity of the Board's approval in Order No. 20967 is hereby **GRANTED**, and the Order shall be valid until **November 9, 2026**.

VOTE: 3-0-2 (Carl H. Blake, Brittney Drakeford, and Joseph S. Imamura to APPROVE; two Board seats vacant)

BY ORDER OF THE D.C. BOARD OF ZONING ADJUSTMENT
A majority of the Board members approved the issuance of this order.

FINAL DATE OF ORDER: February 4, 2026

PURSUANT TO 11 DCMR SUBTITLE Y § 604.11, NO ORDER OF THE BOARD SHALL TAKE EFFECT UNTIL TEN (10) DAYS AFTER IT BECOMES FINAL PURSUANT TO SUBTITLE Y § 604.7.

IN ACCORDANCE WITH THE D.C. HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01 *ET SEQ.* (ACT), THE DISTRICT OF COLUMBIA DOES NOT DISCRIMINATE ON THE BASIS OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION WHICH IS PROHIBITED BY THE ACT. IN ADDITION, HARASSMENT BASED ON ANY OF THE ABOVE PROTECTED CATEGORIES IS PROHIBITED BY THE ACT. DISCRIMINATION IN VIOLATION OF THE ACT WILL NOT BE TOLERATED. VIOLATORS WILL BE SUBJECT TO DISCIPLINARY ACTION.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT

BZA Application No. 21113-A
Jemal's 1750 H, LLC
1750 H Street, NW (Square 166, Lot 42)

HEARING DATE (21113):	May 8, 2024
DECISION DATE (21113):	May 8, 2024
ORDER ISSUANCE DATE (21113):	May 14, 2024
HEARING DATE (21113-A):	January 28, 2026
DECISION DATES (21113-A):	September 24, 2025; January 28, 2026[1]

SUMMARY ORDER ON REQUEST FOR MODIFICATION WITH HEARING

Pursuant to notice, at its January 28, 2026, public hearing, the Board of Zoning Adjustment ("**Board**" or "**BZA**") deliberated on a request for a modification with hearing to BZA Order No. 21113 to expand the roof deck of an existing, attached, 10-story plus penthouse and roof deck office building in the D-6 zone. The Board considered the request for a modification with hearing under Subtitle Y § 704 of Title 11 of the DCMR (Zoning Regulations of 2016, the "**Zoning Regulations**" to which all references are made unless otherwise specified). For the reasons stated below, the Board **APPROVES** the request for modification.

ORIGINAL APPLICATION. In Application No. 21113, the Board approved the request by FP CPT 1750 H, LLC[2] for a special exception from the penthouse requirements of Subtitle C § 1501.1(e). The Board issued Order No. 21113 on May 14, 2024. (Exhibit 4 of the record for Case No. 21113-A.)

PROPOSED MODIFICATION[3]. On October 7, 2025, the Applicant submitted a request for a Modification with Hearing to Order No. 21113. (Exhibit 12.) The proposed modification included an expansion of the previously approved roof deck of an existing, attached, 10-story plus penthouse and roof deck office building in the D-6 zone. The Applicant submitted plans reflecting these modifications. (Exhibit 3.) Based on the proposed modifications, the Applicant requests

[1] The application was originally scheduled as a Modification without Hearing for the September 24, 2025 public meeting. At the public meeting, the Board requested the Applicant amend the application as a Modification with Hearing.

[2] The applicant in BZA Case No. 21113 was FP CPT 1750 H Street, LLC. Since that time, the Property was purchased by Jemal's 1750 H, LLC.

[3] The filing date of the original Modification without Hearing application was July 15, 2025.

special exception under the penthouse habitable space requirements of Subtitle C § 1501.1(e), pursuant to Subtitle X § 901.2.

NOTICE OF THE REQUEST FOR MODIFICATION. Pursuant to Subtitle Y § 704.5, the Applicant served the request for a modification with hearing on the parties to the original application. (Exhibit 12.) The Board referred the application to the appropriate agencies and provided proper and timely notice of the public hearing in accordance with Subtitle Y § 402.1.

PARTIES. The parties to this case were the Applicant and Advisory Neighborhood Commissions ("**ANC**") 2A and 2C.

ANC 2A REPORT. The ANC's report indicated that at a regularly scheduled, properly noticed public meeting on July 16, 2025, at which a quorum was present, the ANC voted to support the original modification. (Exhibit 9.) The ANC report raised no issues or concerns.

ANC 2C did not submit a report to the record.

OFFICE OF PLANNING ("OP") REPORT. OP submitted a report recommending approval of the originally requested modification without hearing. (Exhibit 10.) At the public hearing, OP testified they continued to recommend approval of the modification with hearing request.

DISTRICT DEPARTMENT OF TRANSPORTATION ("DDOT") REPORT. DDOT did not submit a report to the record.

OTHER AGENCIES IN SUPPORT. The Applicant submitted an email from the U.S. Secret Service dated September 11, 2025, stating no objection to the proposed plans. (Exhibit 11.)

CONCLUSIONS

Pursuant to Subtitle Y § 704.1, any request for a modification that does not meet the criteria for a modification without hearing[4] requires a public hearing and shall be processed as a modification with hearing. The Applicant's request complies with Subtitle Y § 704, which provides the Board's procedures for considering requests for modifications with hearing.

As directed by Subtitle X § 901.2 and Subtitle Y § 704, the Board has required the Applicant to satisfy the burden of proving the elements that are necessary to establish the case for special exceptions, and modification with hearing.

Pursuant to Subtitle Y § 604.3, the order of the Board may be in summary form where granting an application when there was no party in opposition. As a summary order, it does not constitute binding legal precedent on the Board and shall not be considered by the Board in evaluating future applications.

[4] See, Subtitle Y § 703.7.

DECISION

Based on the case record and the testimony at the hearing, the Board concludes that the applicant has satisfied the burden of proof for a modification with hearing to expand the roof deck of an existing, attached, 10-story plus penthouse and roof deck office building in the D-6 zone, and for a special exception under the penthouse habitable space requirements of Subtitle C § 1501.1(e), pursuant to Subtitle X § 901.2.

Accordingly, it is **ORDERED** that the modification request is **GRANTED** consistent with the plans shown in Exhibit 3 of the record.

In all other respects, Order No. 21113 remains unchanged.

VOTE: **3-0-2** (Carl H. Blake, Brittney Drakeford, and Joseph S. Imamura to APPROVE; two Board seats vacant)

BY ORDER OF THE D.C. BOARD OF ZONING ADJUSTMENT
A majority of the Board members approved the issuance of this order.

FINAL DATE OF ORDER: February 4, 2026

PURSUANT TO 11 DCMR SUBTITLE Y § 604.11, NO ORDER OF THE BOARD SHALL TAKE EFFECT UNTIL TEN (10) DAYS AFTER IT BECOMES FINAL PURSUANT TO SUBTITLE Y § 604.7.

PURSUANT TO 11 DCMR SUBTITLE Y § 702.1, THIS ORDER SHALL NOT BE VALID FOR MORE THAN TWO YEARS, UNLESS, WITHIN SUCH TWO-YEAR PERIOD, AN APPLICATION FOR A BUILDING PERMIT FOR THE ERECTION OR ALTERATION APPROVED IS FILED WITH THE DEPARTMENT OF BUILDINGS FOR THE PURPOSE OF SECURING A BUILDING PERMIT, OR A REQUEST FOR A TIME EXTENSION PURSUANT TO SUBTITLE Y § 705 IS FILED PRIOR TO THE EXPIRATION OF THE TWO-YEAR PERIOD AND THE REQUEST IS GRANTED. PURSUANT TO SUBTITLE Y § 703.14, NO OTHER ACTION, INCLUDING THE FILING OR GRANTING OF AN APPLICATION FOR A MODIFICATION PURSUANT TO SUBTITLE Y §§ 703 OR 704, SHALL TOLL OR EXTEND THE TIME PERIOD.

PURSUANT TO 11 DCMR SUBTITLE Y § 604, APPROVAL OF AN APPLICATION SHALL INCLUDE APPROVAL OF THE PLANS SUBMITTED WITH THE APPLICATION FOR THE CONSTRUCTION OF A BUILDING OR STRUCTURE (OR ADDITION THERETO) OR THE RENOVATION OR ALTERATION OF AN EXISTING BUILDING OR STRUCTURE. AN APPLICANT SHALL CARRY OUT THE CONSTRUCTION, RENOVATION, OR ALTERATION ONLY IN ACCORDANCE WITH THE PLANS APPROVED BY THE BOARD

AS THE SAME MAY BE AMENDED AND/OR MODIFIED FROM TIME TO TIME BY THE BOARD OF ZONING ADJUSTMENT.

IN ACCORDANCE WITH THE D.C. HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01 *ET SEQ.* (ACT), THE DISTRICT OF COLUMBIA DOES NOT DISCRIMINATE ON THE BASIS OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION WHICH IS PROHIBITED BY THE ACT. IN ADDITION, HARASSMENT BASED ON ANY OF THE ABOVE PROTECTED CATEGORIES IS PROHIBITED BY THE ACT. DISCRIMINATION IN VIOLATION OF THE ACT WILL NOT BE TOLERATED. VIOLATORS WILL BE SUBJECT TO DISCIPLINARY ACTION.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT

BZA Application No. 21334
Della Barba Company
1382 East Capitol Street, NE (Square 1035, Lot 814)

HEARING DATE: September 10 and November 19, 2025; January 28, 2026
DECISION DATE: January 28, 2026

SUMMARY ORDER

RELIEF REQUESTED. The application requests the following relief in order to allow a new corner store operating as an eating and drinking establishment on the 1st floor and basement of an existing two-story row building (residential on second floor) with outdoor seating in public space in the RF-1 zone:

- Special Exception under the corner store requirements of Subtitle U § 254.14, pursuant to Subtitle X § 901.2

The zoning relief requested in this case was self-certified. (Exhibit 48 (Final Revised).)[1]

PARTIES. The parties to this case were the Applicant and Advisory Neighborhood Commission ("**ANC**") 6A, the "affected ANC" pursuant to Subtitle Y §§ 101.8 and 403.5(b) of the Zoning Regulations (Title 11 of the DCMR, Zoning Regulations of 2016, to which all references are made unless otherwise specified).

NOTICE OF THE APPLICATION AND PUBLIC HEARING. The Board of Zoning Adjustment (the "**Board**") referred the application to the appropriate agencies and provided proper and timely notice of the public hearing in accordance with Subtitle Y § 402.1.

ANC REPORT. The ANC's report indicated that at a regularly scheduled, properly noticed public meeting on June 12, 2025, at which a quorum was present, the ANC voted to support the relief originally requested by the Applicant. (Exhibit 36.) The ANC report raised no issues or concerns.

OFFICE OF PLANNING ("OP") REPORT. OP testified at the January 28, 2026 public hearing recommending approval of the amended application requesting special exception relief under the corner store requirements of Subtitle U § 254.14.

[1] The application was amended to withdraw two areas of relief: a use variance to convert a fast food use to a restaurant use with outdoor seating, and a special exception from the minimum vehicle parking requirements. Prior to the January 28, 2026 public hearing, special exception relief was added under the corner store use requirements of Subtitle U § 254.14. See prior self-certification form in Exhibit 4.

OP previously recommended approval of use variance relief in its report dated November 5, 2025. (Exhibit 42.) Additional memorandums from OP noted they needed more information or additional time to review the application and were not able to provide a recommendation. (Exhibits 33 and 50.)

DISTRICT DEPARTMENT OF TRANSPORTATION ("DDOT") REPORT. DDOT submitted a report indicating that it had no objection to the original application because it concluded that the relief would not result in any adverse impacts to the District's transportation network. (Exhibit 35.)

CONCLUSIONS

Pursuant to Subtitle Y § 604.3, the order of the Board may be in summary form where granting an application when there was no party in opposition. As a summary order, it does not constitute binding legal precedent on the Board and shall not be considered by the Board in evaluating future applications.

Based upon the record before the Board, and having given great weight to the appropriate reports and recommendations filed in this case, the Board concludes that the Applicant has met the burden of proof that the requested special exception relief can be granted because:

- It is in harmony with the general purpose and intent of the Zoning Regulations and Map;
- It will not tend to affect adversely the use of neighboring property; and
- Pursuant to Subtitle X § 901.2(c), the relief satisfies the specified conditions for special exception relief.

DECISION

Based on the case record and the testimony at the hearing, the Board concludes that the applicant has satisfied the burden of proof for the requested relief:

- Special Exception under the corner store requirements of Subtitle U § 254.14, pursuant to Subtitle X § 901.2

Accordingly, it is **ORDERED** that the application is **GRANTED** consistent with the plans shown in Exhibits 6A1, 6A2, 6A3, 20 of the record, as required under Subtitle Y §§ 604.9 and 604.10, subject to the following **CONDITIONS**:

1. The hours of operation shall not exceed 7:30am to 10:00pm, Monday through Sunday.

2. The Applicant shall not utilize or permit music or other amplified sound outside the corner store.

3. The Applicant shall provide trash screening as shown in the renderings in Exhibit 6A3.

VOTE: **3-0-2** (Carl H. Blake, Brittney Drakeford, and Robert E. Miller to APPROVE; two Board seats vacant)

BY ORDER OF THE D.C. BOARD OF ZONING ADJUSTMENT
A majority of the Board members approved the issuance of this order.

FINAL DATE OF ORDER: February 4, 2026

PURSUANT TO 11 DCMR SUBTITLE Y § 604.11, NO ORDER OF THE BOARD SHALL TAKE EFFECT UNTIL TEN (10) DAYS AFTER IT BECOMES FINAL PURSUANT TO SUBTITLE Y § 604.7.

PURSUANT TO 11 DCMR SUBTITLE Y § 702.2, THIS ORDER SHALL NOT BE VALID FOR MORE THAN SIX MONTHS, UNLESS THE USE APPROVED IN THIS ORDER IS ESTABLISHED WITHIN SUCH SIX-MONTH PERIOD.

PURSUANT TO 11 DCMR SUBTITLE A § 303, THE PERSON WHO OWNS, CONTROLS, OCCUPIES, MAINTAINS, OR USES THE SUBJECT PROPERTY, OR ANY PART THERETO, SHALL COMPLY WITH THE CONDITIONS IN THIS ORDER, AS THE SAME MAY BE AMENDED AND/OR MODIFIED FROM TIME TO TIME BY THE BOARD OF ZONING ADJUSTMENT. FAILURE TO ABIDE BY THE CONDITIONS IN THIS ORDER, IN WHOLE OR IN PART SHALL BE GROUNDS FOR THE REVOCATION OF ANY BUILDING PERMIT OR CERTIFICATE OF OCCUPANCY ISSUED PURSUANT TO THIS ORDER.

IN ACCORDANCE WITH THE D.C. HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01 *ET SEQ.* (ACT), THE DISTRICT OF COLUMBIA DOES NOT DISCRIMINATE ON THE BASIS OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION WHICH IS PROHIBITED BY THE ACT. IN ADDITION, HARASSMENT BASED ON ANY OF THE ABOVE PROTECTED CATEGORIES IS PROHIBITED BY THE ACT. DISCRIMINATION IN VIOLATION OF THE ACT WILL NOT BE TOLERATED. VIOLATORS WILL BE SUBJECT TO DISCIPLINARY ACTION.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT

BZA Application No. 21401
Eric Konopka
1378 C Street, N.E. (Square 1032, Lot 41)

HEARING DATE: January 28, 2026
DECISION DATE: January 28, 2026

SUMMARY ORDER

RELIEF REQUESTED. The application requests the following relief in order to construct two-story front and side additions, to an existing, two-story principal row dwelling in the RF-1 zone:

- Special exception from the roof top or upper floor element requirements of Subtitle E § 204.1, pursuant to Subtitle E § 204.4 and Subtitle X § 901.2

The zoning relief requested in this case was self-certified. (Exhibit 20.)

PARTIES. The parties to this case were the Applicant and Advisory Neighborhood Commission ("**ANC**") 6A, the "affected ANC" pursuant to Subtitle Y §§ 101.8 and 403.5(b) of the Zoning Regulations (Title 11 of the DCMR, Zoning Regulations of 2016, to which all references are made unless otherwise specified).

NOTICE OF THE APPLICATION AND PUBLIC HEARING. The Board of Zoning Adjustment (the "**Board**") referred the application to the appropriate agencies and provided proper and timely notice of the public hearing in accordance with Subtitle Y § 402.1.

ANC REPORT. The ANC's report indicated that at a regularly scheduled, properly noticed public meeting on December 11, 2025, at which a quorum was present, the ANC voted to support the application. (Exhibit 26.) The ANC report raised no issues or concerns.

OFFICE OF PLANNING ("OP") REPORT. OP submitted a report recommending approval of the application. (Exhibit 27.)

DISTRICT DEPARTMENT OF TRANSPORTATION ("DDOT") REPORT. DDOT submitted a report indicating that it had no objection to the application because it concluded that the relief would not result in any adverse impacts to the District's transportation network. (Exhibit 28.)

PERSONS IN SUPPORT. The Board received four letters from neighbors in support of the application. (Exhibits 14, 19, 21, and 22.)

OTHER PUBLIC INPUT. The Capitol Hill Restoration Society submitted a letter in support of the application. (Exhibit 29.)

CONCLUSIONS

Pursuant to Subtitle Y § 604.3, the order of the Board may be in summary form where granting an application when there was no party in opposition. As a summary order, it does not constitute binding legal precedent on the Board and shall not be considered by the Board in evaluating future applications.

Based upon the record before the Board, and having given great weight to the appropriate reports and recommendations filed in this case, the Board concludes that the Applicant has met the burden of proof that the requested special exception relief can be granted because:

- It is in harmony with the general purpose and intent of the Zoning Regulations and Map;
- It will not tend to affect adversely the use of neighboring property; and
- Pursuant to Subtitle X § 901.2(c), the relief satisfies the specified conditions for special exception relief.

DECISION

Based on the case record and the testimony at the hearing, the Board concludes that the applicant has satisfied the burden of proof for the requested relief:

- Special exception from the roof top or upper floor element requirements of Subtitle E § 204.1, pursuant to Subtitle E § 204.4 and Subtitle X § 901.2

Accordingly, it is **ORDERED** that the application is **GRANTED** consistent with the revised plans shown in Exhibit 31A of the record, as required under Subtitle Y §§ 604.9 and 604.10.

VOTE: **3-0-2** (Carl H. Blake, Brittney Drakeford, and Joseph S. Imamura to APPROVE; two Board seats vacant)

BY ORDER OF THE D.C. BOARD OF ZONING ADJUSTMENT
A majority of the Board members approved the issuance of this order.

FINAL DATE OF ORDER: February 4, 2026

PURSUANT TO 11 DCMR SUBTITLE Y § 604.11, NO ORDER OF THE BOARD SHALL TAKE EFFECT UNTIL TEN (10) DAYS AFTER IT BECOMES FINAL PURSUANT TO SUBTITLE Y § 604.7.

PURSUANT TO 11 DCMR SUBTITLE Y § 702.1, THIS ORDER SHALL NOT BE VALID FOR MORE THAN TWO YEARS, UNLESS, WITHIN SUCH TWO-YEAR PERIOD, AN APPLICATION FOR A BUILDING PERMIT FOR THE ERECTION OR ALTERATION APPROVED IS FILED WITH THE DEPARTMENT OF BUILDINGS FOR THE PURPOSE OF SECURING A BUILDING PERMIT, OR A REQUEST FOR A TIME EXTENSION PURSUANT TO SUBTITLE Y § 705 IS FILED PRIOR TO THE EXPIRATION OF THE TWO-YEAR PERIOD AND THE REQUEST IS GRANTED. PURSUANT TO SUBTITLE Y § 703.14, NO OTHER ACTION, INCLUDING THE FILING OR GRANTING OF AN APPLICATION FOR A MODIFICATION PURSUANT TO SUBTITLE Y §§ 703 OR 704, SHALL TOLL OR EXTEND THE TIME PERIOD.

PURSUANT TO 11 DCMR SUBTITLE Y § 604, APPROVAL OF AN APPLICATION SHALL INCLUDE APPROVAL OF THE PLANS SUBMITTED WITH THE APPLICATION FOR THE CONSTRUCTION OF A BUILDING OR STRUCTURE (OR ADDITION THERETO) OR THE RENOVATION OR ALTERATION OF AN EXISTING BUILDING OR STRUCTURE. AN APPLICANT SHALL CARRY OUT THE CONSTRUCTION, RENOVATION, OR ALTERATION ONLY IN ACCORDANCE WITH THE PLANS APPROVED BY THE BOARD AS THE SAME MAY BE AMENDED AND/OR MODIFIED FROM TIME TO TIME BY THE BOARD OF ZONING ADJUSTMENT.

IN ACCORDANCE WITH THE D.C. HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01 *ET SEQ.* (ACT), THE DISTRICT OF COLUMBIA DOES NOT DISCRIMINATE ON THE BASIS OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION WHICH IS PROHIBITED BY THE ACT. IN ADDITION, HARASSMENT BASED ON ANY OF THE ABOVE PROTECTED CATEGORIES IS PROHIBITED BY THE ACT. DISCRIMINATION IN VIOLATION OF THE ACT WILL NOT BE TOLERATED. VIOLATORS WILL BE SUBJECT TO DISCIPLINARY ACTION.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Zoning Commission

ZONING COMMISSION FOR THE DISTRICT OF COLUMBIA
ZONING COMMISSION ORDER NO. 80-07F
Z.C. Case No. 80-07F
Georgetown University
(Modification without Hearing for a Planned Unit Development
@ Square 563, Lot 16 [111 Massachusetts Avenue N.W.])
October 9, 2025

Pursuant to notice, at its October 9, 2025 public meeting, the Zoning Commission for the District of Columbia ("Commission") considered the application ("Application") of Georgetown University ("Applicant" or "University") for a Modification without Hearing to the design of the approved Planned Unit Development ("PUD") for Lot 16 in Square 563, with a street address of 111 Massachusetts Avenue, N.W. (the "Property"). The Commission reviewed the Application pursuant to the Commission's Rules of Practice and Procedures, which are codified in Subtitle Z of the Zoning Regulations (Title 11 of the District of Columbia Municipal Regulations, to which all subsequent citations refer unless otherwise specified). For the reasons stated below, the Commission **APPROVES** the Application.

FINDINGS OF FACT

PRIOR APPROVALS

1. Pursuant to Z.C. Order No. 324, the Commission approved a PUD to construct a mixed-use building containing office, residential, and/or retail uses at the Property ("Building"). At the time of approval of the PUD, the Property was located in the C-3-C zone.

2. Pursuant to Z.C. Order No. 80-07D, the Commission approved the addition of university use as a permitted use of the PUD.

3. Pursuant to Z.C. Order No. 80-07E, the Commission approved design modifications to the Building to facilitate the adaptive reuse of the Building by the University.[1]

PARTIES AND NOTICE

4. Advisory Neighborhood Commission ("ANC") 6C was previously an "affected" ANC and a party to earlier orders involving the Building along with ANC 6E. ANC 6E is currently the "affected" ANC, pursuant to Subtitle Z § 101.8.

1 Pursuant to Z.C. Order No. 80-07A, the Commission approved a three-story expansion and reskinning of the Building as well as a related Zoning Map Amendment from the C-3-C zone to the C-4 zone that was sought by a prior owner ("Proposed Expansion"). The Commission then approved a Modification of Consequence to the Proposed Expansion in Z.C. Order No. 80-07B as well as a two-year time extension in Z.C. Order No. 80-07C and an additional administrative COVID-19 One-Year Time Extension pursuant to Z.C. Order No. 80-07A(1). Construction of the Proposed Expansion was not pursued and, accordingly, both Z.C. Order No. 80-07A and 80-07B expired pursuant to Subtitle Z § 702.6.

5. The University served the Application on September 2, 2025, on ANC 6E[2] as well as the D.C. Office of Planning ("OP") and District Department of Transportation ("DDOT") as attested by the Certificate of Service submitted with the Application (Exhibit ["Ex."] 2).

THE APPLICATION

6. On September 2, 2025, the University filed the Application requesting a Modification without Hearing to seek approval for upper-story building identification signage to complement the University's adaptive reuse of the building ("Project"). The University reopened the Building in August 2025 as a multi-use education facility with a mix of classrooms, offices, student-serving spaces, and other academic and administrative uses. The Applicant explained that the signage would provide an essential wayfinding element and identify the University's presence in the neighborhood (Ex. 2).

7. The plans submitted with the Application ("Plans") showed new upper-story signage at the east and west elevations of the Building to be raceway mounted and featuring white, internal illumination. The Plans also included the proposed height and location of the signage, showing its proportionality to the scale and mass of the Building (Ex. 2; 2D1-2D2).

8. The University requested flexibility to modify the design and content of the signage over the life of the Building so long as any changes remain consistent with the size, location, and type of signage shown on the Plans (Ex. 2).

RESPONSES TO THE APPLICATION

9. OP submitted a report on September 29, 2025 ("OP Report") recommending approval of the Application. OP concluded that the signage would not impact the use, height, density, or overall visual appearance of the façade design from the previously approved plans. OP also stated that the signage would provide wayfinding benefits in identifying the University's Capitol Campus. OP did not object to the design flexibility to modify the design and content of the signage over the life of the Building within the size, location, and type of signage shown on the Plans (Ex. 3).

10. By report dated October 6, 2025 and pursuant to vote taken at a regularly-scheduled and properly-noticed public meeting on September 25, 2025, with a quorum present, ANC 6E voted unanimously to support the Application, such support being conditioned on the upper-story signage light being turned off by 10:00 p.m. with the possibility to extend the agreed-upon time to 11:00 p.m. (Ex. 5).

11. By letter dated October 8, 2025, the University stated that it had agreed with ANC 6E that the lighting of the upper-story sign would be turned off by 10:00 p.m., with the ability to extend the turn-off time to 11:00 p.m. if agreed to by ANC 6E (Ex. 6).

[2] Pursuant to Subtitle Z § 703.10, only the affected ANC needs to be served with a modification without hearing application if the affected ANC has changed.

CONCLUSIONS OF LAW

1. Subtitle Z § 703.1 authorizes the Commission, in the interest of efficiency, to make modifications to approved contested case final orders and plans without a public hearing.

2. Subtitle Z § 703.6 defines a Modification without Hearing as "a modification in which impact may be understood without witness testimony, including, but not limited to . . . a redesign or relocation of architectural elements and open spaces from the final design approved by the Commission. . ."

3. The Commission concludes that the Application qualifies as a Modification without Hearing within the meaning of Subtitle Z § 703.6, as a request to modify the final design approved by the Commission and therefore may be approved without a public hearing pursuant to Subtitle Z § 703.1.

4. The Commission concludes that the University satisfied the requirement of Subtitle Z § 703.10 to serve the Application on all parties to the original proceeding, in this case ANC 6E, and OP, at the same time that the Application was filed with the Office of Zoning.

5. The Commission concludes that all parties were allowed 30 days after the Application was filed and served on September 2, 2025, to file responses to the Application in accordance with Subtitle Z § 703.12; and the Application was filed at least thirty-five (35) days prior to the public meeting at which the Application was considered by the Commission, in accordance with Subtitle Z § 703.13. The Application was filed September 2, 2025, and considered October 9, 2025.

6. The Commission finds that the Application is consistent with the PUD as previously approved because the modification will identify the University's presence downtown and further the goals of activating the surrounding neighborhood.

"GREAT WEIGHT" TO THE RECOMMENDATIONS OF OP

7. The Commission is required to give "great weight" to the recommendation of OP pursuant to § 5 of the Office of Zoning Independence Act of 1990, effective September 20, 1990 (D.C. Law 8-163; D.C. Official Code § 6-623.04 (2018 Repl.)) and Subtitle Z § 405.9 (Metropole Condo. Ass'n v. D.C. Bd. of Zoning Adjustment, 141 A.3d 1079, 1087 (D.C. 2016)).

8. The Commission finds OP's recommendation to approve the Application persuasive and concurs in that judgment.

"GREAT WEIGHT" TO THE WRITTEN REPORT OF THE ANCS

9. The Commission must give "great weight" to the issues and concerns raised in a written report of the affected ANC that was approved by the full ANC at a properly noticed meeting that was open to the public pursuant to § 13(d) of the Advisory Neighborhood Commissions Act of 1975, effective March 26, 1976 (D.C. Law 1-21; D.C. Official Code § 1-309.10(d) (2012 Repl.)) and Subtitle Z § 406.2. To satisfy the great weight requirement,

the Commission must articulate with particularity and precision the reasons why an affected ANC does or does not offer persuasive advice under the circumstances (Metropole Condo. Ass'n v. D.C. Bd. of Zoning Adjustment, 141 A.3d 1079, 1087 (D.C. 2016)). The District of Columbia Court of Appeals has interpreted the phrase "issues and concerns" to "encompass only legally relevant issues and concerns." (Wheeler v. District of Columbia Board of Zoning Adjustment, 395 A.2d 85, 91 n.10 (1978) (citation omitted)).

10. The Commission finds ANC 6E's recommendation to approve the Application persuasive and concurs in that judgment. The Commission notes that the University and ANC 6E have agreed to conditions regarding the cut-off time for the lighting of the upper-story signage, and such conditions are included in this Order.

DECISION

In consideration of the case record and the Findings of Fact and Conclusions of Law herein, the Commission concludes that the University has satisfied its burden of proof and therefore **APPROVES** the Application's request for a Modification without Hearing, subject to the following conditions:

1. The lighting of the upper-story sign will be turned off by 10:00 p.m., with the possibility to extend the turn-off time to 11:00 p.m., if agreed to by ANC 6E.

2. Condition 1 of Z.C. Order No. 80-07E is hereby revised to read as follows (deletions shown in **bold** and ~~strikethrough~~ text; additions in **bold** and underlined text):

   The Project shall be built in accordance with the plans and elevations dated October 2, 2023 (Ex. 3E1-3E2) as updated by the plan submitted October 15, 2023 (Ex. 5A) **and as further updated by the plans dated August 20, 2025 and submitted in the record of Z.C. Case No. 80-07F (Ex. 2D1 and 2D2 of Case No. 80-07F)** (the "**Final Plans**") subject to the following area of design flexibility:

   . . .

   h. To modify the design and content of the signage, within the size, location, and type of signage shown on the Final Plans and provided that such signage complies with District of Columbia signage regulations.

All other conditions of Z.C. Order No. 324, as modified by Z.C. Order No. 80-07D and Z.C. Order No. 80-07E, remain unchanged and in effect.

FINAL ACTION
VOTE (October 9, 2025): 3-0-2 (Gwen Wright, Robert E. Miller and Anthony J. Hood to approve; Joseph S. Imamura and Tammy Stidham, having not participated, not voting).

In accordance with the provisions of Subtitle Z, Section 604.9, this Order No. 80-07F shall become final and effective upon publication in the *District of Columbia Register*; that is, on February 13, 2026.

BY THE ORDER OF THE D.C. ZONING COMMISSION

A majority of the Commission members approved the issuance of this Order.

IN ACCORDANCE WITH THE D.C. HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01 ET SEQ. (ACT), THE DISTRICT OF COLUMBIA DOES NOT DISCRIMINATE ON THE BASIS OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. SEXUAL HARASSMENT IS A FORM OF SEX DISCRIMINATION WHICH IS PROHIBITED BY THE ACT. IN ADDITION, HARASSMENT BASED ON ANY OF THE ABOVE PROTECTED CATEGORIES IS PROHIBITED BY THE ACT. DISCRIMINATION IN VIOLATION OF THE ACT WILL NOT BE TOLERATED. VIOLATORS WILL BE SUBJECT TO DISCIPLINARY ACTION.

OFFICE OF DOCUMENTS AND ADMINISTRATIVE ISSUANCES

DISTRICT OF COLUMBIA REGISTER
2026 AGENCY SUBMISSION DEADLINE SCHEDULE

The *District of Columbia Register* is published weekly on Fridays including on public holidays that fall on a Friday. The deadline for submitting notices for publication by District agencies, boards, commissions, and public charter schools is **THURSDAY**, noon of the **PREVIOUS** week. For example, the deadline for the January 16, 2026 *District of Columbia Register* is noon on Thursday January 8, 2026.

The deadline for a Register to be published during a week that has an official District of Columbia holiday is WEDNESDAY noon of the PREVIOUS week. For example, Monday, January 19, 2026 (Martin Luther King Jr. Day) is an official District of Columbia holiday therefore, the deadline for the January 23, 2026 *District of Columbia Register* is noon on Wednesday, January 14, 2026.

If an official government holiday falls on a Thursday, the deadline for submitting documents is WEDNESDAY. Because Thursday, January 1, 2026 is New Years Day, the deadline for the January 9, 2026 *District of Columbia Register* is noon on Wednesday, December 31, 2025.

Because Thursday, November 26, 2026 is Thanksgiving Day, the deadline for submitting documents for the December 4, 2026 *District of Columbia Register* is noon on Wednesday, November 25, 2026.

Documents that are uploaded after the noon deadline will be published in the next edition of the Register.

The DC Register Submission Deadline Schedule is published at the end of each Register.

The Office of Documents also publishes the Submission Deadline Schedule on the DCRegs Home page at https://dcregs.dc.gov:



Since the deadline changes for a Register to be published during a week that has an official District of Columbia Government holiday, the 2026 holiday schedule is provided here for your convenience.

2026 District of Columbia Government Holiday Schedule	
New Year's Day	Thursday, January 1, 2026
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 19, 2026
Washington's Birthday	Monday, February 16, 2026
DC Emancipation Day	Thursday, April 16, 2026
Memorial Day	Monday, May 25, 2026
Juneteenth National Independence Day	Friday, June 19, 2026
Independence Day (Observed)	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026
Indigenous Peoples' Day	Monday, October 12, 2026
Veterans Day	Wednesday, November 11, 2026
Thanksgiving Day	Thursday, November 26, 2026
Christmas Day	Friday, December 25, 2026

Below is the 2026 District of Columbia Register Submission Deadline schedule.

OFFICE OF DOCUMENTS AND ADMINSTRATIVE ISSUANCES
DISTRICT OF COLUMBIA REGISTER
2026 AGENCY SUBMISSION DEADLINE SCHEDULE

D.C. Register Issue		Submission Deadline	
Vol. 73/1	January 2, 2026*	Wednesday	December 24, 2025
Vol. 73/2	January 9, 2026	Wednesday	December 31, 2025
Vol. 73/3	January 16, 2026	Thursday	January 8, 2026
Vol. 73/4	January 23, 2026*	Wednesday	January 14, 2026
Vol. 73/5	January 30, 2026	Thursday	January 22, 2026
Vol. 73/6	February 6, 2026	Thursday	January 29, 2026
Vol. 73/7	February 13, 2026	Thursday	February 5, 2026
Vol. 73/8	February 20, 2026*	Wednesday	February 11, 2026
Vol. 73/9	February 27, 2026	Thursday	February 19, 2026
Vol. 73/10	March 6, 2026	Thursday	February 26, 2026
Vol. 73/11	March 13, 2026	Thursday	March 5, 2026
Vol. 73/12	March 20, 2026	Thursday	March 12, 2026
Vol. 73/13	March 27, 2026	Thursday	March 19, 2026
Vol. 73/14	April 3, 2026	Thursday	March 26, 2026
Vol. 73/15	April 10, 2026	Thursday	April 2, 2026
Vol. 73/16	April 17, 2026*	Wednesday	April 8, 2026
Vol. 73/17	April 24, 2026	Wednesday	April 15, 2026
Vol. 73/18	May 1, 2026	Thursday	April 23, 2026
Vol. 73/19	May 8, 2026	Thursday	April 30, 2026
Vol. 73/20	May 15, 2026	Thursday	May 7, 2026
Vol. 73/21	May 22, 2026	Thursday	May 14, 2026
Vol. 73/22	May 29, 2026 *	Wednesday	May 20, 2026
Vol. 73/23	June 5, 2026	Thursday	May 28, 2026
Vol. 73/24	June 12, 2026	Thursday	June 4, 2026
Vol. 73/25	June 19, 2026*	Wednesday	June 10, 2026
Vol. 73/26	June 26, 2026	Thursday	June 18, 2026
Vol. 73/27	July 3, 2026 *	Wednesday	June 24, 2026
Vol. 73/28	July 10, 2026	Thursday	July 2, 2026
Vol. 73/29	July 17, 2026	Thursday	July 9, 2026
Vol. 73/30	July 24, 2026	Thursday	July 16, 2026
Vol. 73/31	July 31, 2026	Thursday	July 23, 2026
Vol. 73/32	August 7, 2026	Thursday	July 30, 2026
Vol. 73/33	August 14, 2026	Thursday	August 6, 2026
Vol. 73/34	August 21, 2026	Thursday	August 13, 2026
Vol. 73/35	August 28, 2026	Thursday	August 20, 2026
Vol. 73/36	September 4, 2026	Thursday	August 27, 2026
Vol. 73/37	September 11, 2026*	Wednesday	September 2, 2026
Vol. 73/38	September 18, 2026	Thursday	September 10, 2026
Vol. 73/39	September 25, 2026	Thursday	September 17, 2026
Vol. 73/40	October 2, 2026	Thursday	September 24, 2026
Vol. 73/41	October 9, 2026	Thursday	October 1, 2026
Vol. 73/42	October 16, 2026*	Wednesday	October 7, 2026
Vol. 73/43	October 23, 2026	Thursday	October 15, 2026
Vol. 73/44	October 30, 2026	Thursday	October 22, 2026
Vol. 73/45	November 6, 2026	Thursday	October 29, 2026
Vol. 73/46	November 13, 2026*	Wednesday	November 4, 2026
Vol. 73/47	November 20, 2026	Thursday	November 12, 2026
Vol. 73/48	November 27, 2026*	Wednesday	November 18, 2026
Vol. 73/49	December 4, 2026	Wednesday	November 25, 2026
Vol. 73/50	December 11, 2026	Thursday	December 3, 2026
Vol. 73/51	December 18, 2026	Thursday	December 10, 2026
Vol. 73/52	December 25, 2026*	Wednesday	December 16, 2026
Vol. 74/1	January 1, 2027*	Wednesday	December 23, 2026

*Weeks with District of Columbia Government public holidays. Last Updated December 5, 2025