



PUBLIC NOTICE

DATE: July 2, 2010

TO: Residents, Resident Council Presidents, Resident Advisory Board Officers, DHA Board of Commissioners and Other Interested Persons and Organizations

FROM: Dallas J. Parks, Chief Executive Officer *DJP*

SUBJECT: DWELLING LEASE/ADMISSIONS & CONTINUED OCCUPANCY POLICY

The Housing Authority of the City of Durham (DHA) proposes to make changes to its Public Housing Dwelling Lease and Admissions & Continued Occupancy Policy. DHA plans to submit the revised documents to the Board of Commissioners for adoption at its regularly scheduled meeting on August 25, 2010. DHA is soliciting comments from residents and other interested persons and organizations regarding the proposed changes.

Persons or organizations wishing to make comments and/or suggestions must do so in writing no later than August 2, 2010. All written comments and/or suggestions must be sent to:

Dallas J. Parks
Chief Executive Officer
Durham Housing Authority
330 East Main Street
Durham, North Carolina 27701

The proposed changes to the Dwelling Lease and Admissions & Continued Occupancy Policy are included in this notice and will be posted in each Management Office and the DHA Central Office at 330 East Main Street. DHA will hold Public Hearings to allow persons or organizations to verbally express their comments as follows:

<u>Date</u>	<u>Time</u>	<u>Location</u>
July 20, 2010	2:00 p.m.	J.J. Henderson Towers, 807 South Duke Street
July 20, 2010	6:00 p.m.	McDougald Terrace, 1101 East Lawson Street

Proposed Lease Change(s)

Section	(Dwelling Lease) Current Language	(Dwelling Lease) New Language
3	<p><u>MONTHLY RENT.</u> The monthly rent shall be _____, due and payable on or before the first day of each month at the central office or a financial institution identified by DHA, and is past due after the fifth (5th) day of the month. A late fee will be assessed to the Resident if rent has not been paid by the fifth (5th) day of the month. The amount of monthly rent is subject to change in accordance with HUD Regulations.</p>	<p><u>MONTHLY RENT.</u> The monthly rent shall be _____, due and payable on or before the first day of each month at the central office or a financial institution identified by DHA, and is past due after the fifth (5th) day of the month. A late fee will be assessed to the Resident if rent has not been paid by the fifth (5th) day of the month. Residents who pay rent late, after the 5th of the month, four times within a twelve (12) month period shall be considered habitually late and shall be subject to termination of the lease. The amount of monthly rent is subject to change in accordance with HUD Regulations.</p>

Proposed Admissions & Continued Occupancy Policy (ACOP) Changes

Section	(ACOP) Current Language	(ACOP) New Language
3-III.E	<p>Exhibit 3-2</p> <p style="text-align: center;">ELIGIBILITY DETERMINATION STANDARDS</p> <p style="text-align: center;">PUBLIC HOUSING AND HOUSING CHOICE VOUCHER</p> <p>Previous Public Housing resident or HCY participant owes money Deny, until paid in full</p> <p>Fails to make arrangements to satisfy indebtedness Deny</p> <p>Breach of Repayment Agreement Deny</p> <p>Unreserved warrants Deny</p> <p>Pending trial Deny</p> <p>Past rental record Deny 1 year</p> <p>Bad rent paying habits Deny 1 year</p> <p>Bad housekeeping habits Deny 1 year</p> <p>Property damages Deny 1 year</p> <p>Disturbances Deny 1 year</p> <p>Repeated disturbances Deny 3 years</p> <p>Non-family member live-ins Deny 1 year</p> <p>EVICTIONS</p> <p>Drug-related possessions Deny 3 years</p> <p>Drug-related intent to sell Deny 5 years</p> <p>CRIMINAL CHECKS</p> <p>(Drugs) Use (without evidence of rehabilitation) Deny 5 years</p> <p>(Drugs) Possession Deny 3 years</p> <p>(Drugs) Possession with intent to sell Deny 5 years</p> <p>(Drugs) Trafficking Deny 10 years</p> <p>Alcohol Abuse Deny 3 years</p> <p>ASSAULT</p> <p>Misdemeanor Deny 1 year</p> <p>Felony Deny 3 years</p> <p>TRESPASSING</p> <p>Misdemeanor Deny 1 year</p> <p>FRAUD</p> <p>Misdemeanor Deny 3 years</p> <p>Felony Deny 5 years</p> <p>LARCENY</p> <p>Misdemeanor Deny 3 years</p> <p>Felony Deny 5 years</p> <p>Breaking and Entering Deny 3 years</p> <p>Possession of weapon on school grounds Deny 3 years</p> <p>Arrest or conviction - poses a threat or negative influence to other residents or staff Deny 5 years</p> <p>Sex offense/ Abuse involving children Deny for Life</p> <p>Registered State sex offender Deny for Life</p> <p>Manufacturing Methamphetamine (Speed) Deny for Life</p>	<p>Exhibit 3-2</p> <p style="text-align: center;">ELIGIBILITY DETERMINATION STANDARDS</p> <p>The Eligibility Determination Standards listed below are to serve as a guide in establishing eligibility. In applying these standards, it is important to review the appropriate HUD regulation reference below as well as DHA policy reference in the ACOP, to ensure consistent application of these standards. In the event that conflict or misunderstanding of these standards arises, it shall be the responsibility of the COO or designee to make a final determination.</p> <p>CRIMINAL ACTIVITY [24 CFR 960.203 (b) and (c) (ACOP (3-III.B) 3-111.C)]</p> <p>Sex offense/abuse involving children DENY FOR LIFE</p> <p>Registered State Sex Offender DENY FOR LIFE</p> <p>Manufacturing Methamphetamine (Speed) DENY FOR LIFE</p> <p>(Drugs) Use (without evidence of rehabilitation) DENY 5 YEARS</p> <p>(Drugs) Possession DENY 5 YEARS</p> <p>(Drugs) Possession with intent to sell DENY 10 YEARS</p> <p>(Drugs) Trafficking DENY 1 YEAR</p> <p>Misdemeanor- Assault DENY 3 YEARS</p> <p>Felony- Assault DENY 1 YEAR</p> <p>Trespassing DENY 1 YEAR</p> <p>Misdemeanor- Fraud Offense DENY 3 YEARS</p> <p>Felony- Fraud Offense DENY 5 YEARS</p> <p>Misdemeanor- Larceny DENY 3 YEARS</p> <p>Felony-Fraud DENY 5 YEARS</p> <p>Breaking and Entering/Burglary DENY 3 YEARS</p> <p>Possession of weapon on school grounds DENY 5 YEARS</p> <p>Arrest or conviction that posed a threat to DHA staff or residents DENY 1 YEAR</p> <p>Property damages DENY 1 YEAR</p> <p>PREVIOUS BEHAVIOR [24 CFR 960.203 (c) AND (d) (ACOP (3-III . C)]</p> <p>Breach of Repayment Agreement DENY</p> <p>Bad housekeeping habits DENY 1 YEAR</p> <p>Disturbances DENY 1 YEAR</p> <p>Repeated Disturbances DENY 3 YEARS</p> <p>FINANCIAL OBLIGATIONS [24 CFR 960.203 (c) (1)(i) (ACOP (3-III.D)]</p> <p>Fails to make arrangements to satisfy indebtedness DENY</p> <p>Previous Public Housing resident or Section 8 participant owes money DENY UNTIL PAID IN FULL</p> <p>Bad rent paying habits DENY 1 YEAR</p> <p>Non-family member live-ins DENY 1 YEAR</p> <p>Poor credit rating (without sufficient explanation of and corrective action plan) DENY</p>

Proposed Admissions & Continued Occupancy Policy (ACOP) Changes

Section	(ACOP) Current Language	(ACOP) New Language
4-II.B	<p><u>DHA Policy</u> The following waiting lists will be maintained:</p> <ol style="list-style-type: none"> 1) DHA will maintain a centralized single community-wide waiting list for its multi-family developments, and 2) Management Offices for McDougald Terrace, J. J. Henderson Housing Center, and Oldham Towers will maintain site-based waiting lists. <p>Within these lists, DHA will designate subparts to easily identify who should be offered the next available unit (i.e. mixed occupancy, unit size, and accessible units).</p>	<p><u>DHA Policy</u> The following waiting lists will be maintained:</p> <ol style="list-style-type: none"> 1) DHA will maintain a centralized single community-wide waiting list for its multi-family developments, and 2) DHA reserves the right to implement site-based waiting list in the following communities: McDougald Terrace, J. J. Henderson, Oldham Towers, Edgemont Elms and a Special Needs Housing Development. <p>Within these lists, DHA will designate subparts to easily identify who should be offered the next available unit (i.e. mixed populations, general occupancy, unit size, and accessible units).</p>

Proposed Admissions & Continued Occupancy Policy (ACOP) Changes

Section	(ACOP) Current Language	(ACOP) New Language
4-III.B	<p><u>DHA Policy</u></p> <p>DHA will use the following local preference:</p> <p>In order to bring higher income families into public housing, DHA has established a preference for “working” families, where the head, spouse, co-head, or sole member has been continuously employed for at least 6 months, and who is employed at least 20 hours per week, or who are active participants in accredited educational and training programs designed to prepare the individual for the job market. As required by HUD, families where the head, spouse, co-head, or sole member is a person age 62 or older, or is a person with disabilities will also be given the benefit of the working preference [24 CFR 960.206(b)(2)].</p> <p>DHA Relocation Preference: This preference applies to families who reside in DHA owned units who are required to relocate as a result of DHA demolition or rehabilitation.</p> <p>City of Durham Relocation Preference: This preference applies to families referred to the DHA by the City of Durham’s Relocation Program.</p> <p>Homeless Veterans Preference: This preference applies to members of the United States Army Forces, Veterans, or surviving spouses of veterans who served in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable who meets both the homeless and veteran definitions.</p>	<p><u>DHA Policy</u></p> <p>DHA will use the following local preference:</p> <p>Working Preference: Families, where the head, spouse, co-head, or sole member has been continuously employed for at least 6 months, and who is employed at least 20 hours per week.</p> <p>Educational and Training Preference: Applicants who are active participants in accredited educational and training programs designed to prepare the individual for the job market.</p> <p>DHA applicants where the head, spouse, co-head, or sole member is a person age 50 or older, or is a person with disabilities.</p> <p>DHA Relocation Preference: This preference applies to families who reside in DHA owned units who are required to relocate as a result of DHA demolition or rehabilitation.</p> <p>City of Durham Relocation Preference: This preference applies to families referred to the DHA by the City of Durham’s Relocation Program.</p> <p>Homeless Veterans Preference: This preference applies to members of the United States Army Forces, Veterans, or surviving spouses of veterans who served in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable who meets both the homeless and veteran definitions.</p>

Proposed Admissions & Continued Occupancy Policy (ACOP) Changes

Section	(ACOP) Current Language	(ACOP) New Language
8-I.F	<p><u>DHA Policy</u></p> <p>If the family fails to pay their rent by the fifth day of the month, and DHA has not agreed to accept payment at a later date, a 14 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises.</p> <p>In addition, if the resident fails to make payment by the end of office hours on the fifth day of the month, a late fee of \$15.00 will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, DHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.</p> <p>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 \$25.00 will be charged to the family. The fee will be due and payable 14 days after billing.</p>	<p><u>DHA Policy</u></p> <p>If the family fails to pay their rent by the fifth (5th) day of the month, and DHA has not agreed to accept payment at a later date, a 14 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises.</p> <p>Residents who pay late, after the fifth (5th) of the month, four times within a twelve (12) month period shall be considered habitually late and shall be subject to termination of the lease.</p> <p>In addition, if the resident fails to make payment by the end of office hours on the fifth (5th) day of the month, a late fee of \$15.00 will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, DHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.</p> <p>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 \$25.00 will be charged to the family. The fee will be due and payable 14 days after billing.</p>