

## **9818            RECERTIFICATION**

- 9818.1            AYBL Families will be responsible for adhering to all recertification requirements in accordance with 14 DCMR § 6118.1(a)—(f).
- 9818.2            AYBL Families who wish to remove a household member from the household composition shall have the burden of proof that such person has permanently vacated the Leased Premises and must submit documents satisfactory to DCHA, in accordance 14 DCMR § 6119.1, that the household member is residing elsewhere.
- 9818.3            If the removal of the household member results in a change in required bedroom size for the AYBL Family and there are no available AYBL Rewards Property units available that meet the AYBL Family's new household composition, the family can no longer participate in AYBL.
- (a)            A required transfer will be initiated when an available non-Rewards Property unit meeting the family's household composition needs is available.
  - (b)            If a non-Rewards Property unit is not immediately available for the family to occupy, the family will remain at the Rewards Property, but will be converted to a standard Public Housing resident by executing a new lease addendum with a Standard Rent calculation and charged. The family will receive a thirty (30) day written notice of any increase in payments required.
  - (c)            The Savings and Maintenance Escrow account balances for the AYBL Family will be transferred to the DCHA project-based account for the affected Rewards Property.
- 9818.4            If the removal of the household member does not result in a change in required bedroom size, but does result in a reduction in the Earned Income of the Lessee(s) to a level below the minimum AYBL program income requirement, the remaining members will have six (6) months to increase the Earned Income level to the minimum AYBL income requirement.
- 9818.5            For income changes that are reported timely to DCHA, the Lessee(s) shall receive a thirty (30) day written notice of any increase in Savings/Maintenance Escrow or AYBL Tenant Rent payment amounts based on completed recertifications. Any decrease will be effective as of the first (1<sup>st</sup>) of the month following the report of the income change.
- 9818.6            If the Lessee(s) has misrepresented or failed to submit timely to DCHA any facts used in the determination of rent and savings/maintenance escrows, whether intentionally or by mistake, DCHA shall:

- (a) Calculate what the AYBL Family's Standard Rent would have been had the proper information been submitted timely to DCHA by the Lessee;
- (b) Determine the difference between the Escrow/Rent payments made by the AYBL Family during the period in which the additional income went unreported and the Standard Rent calculated using the correct information, and post the difference to the tenant account; and
- (c) Terminate the Contract of Participation.

9818.7 For instances of unreported income, DCHA shall issue a written notice of any charges due. These additional charges will be due thirty (30) days from the date of the notice. A failure to accurately report income, deductions, family composition or any other information may result in lease enforcement, legal action taken by DCHA or law enforcement agencies.

9818.8 The Mandatory Earned Income Disregard shall not apply to AYBL Families.

Source: Notice of Final Rulemaking published at 58 DCR 2460, 2475 (March 18, 2011).