

5603 REPAYMENT AGREEMENTS TERMS

- 5603.1 DCHA shall only execute Repayment Agreements with a Head of Household or an owner.
- 5603.2 All payments under a Repayment Agreement shall be due in full on the first (1st) day of the month and shall be considered to be in default if not paid by the tenth (10th) day of the month. Any check given for payment under a Repayment Agreement that is dishonored by the bank upon which it is drawn shall be considered in default unless the participant can demonstrate bank error.
- 5603.3 All repayment agreements shall have the terms of repayment as set by DCHA and agreed to by the Head of Household or owner. Each monthly payment shall be a fixed installment of the amount due with a minimum monthly payment of ten dollars (\$10).
- 5603.4 The terms of a Repayment Agreement may be renegotiated if there is a decrease or increase in the Family's income.
- 5603.5 Repayment Conditions for owners shall be as follows:
- (a) All debts owed by owners shall be repaid through either Repayment Agreement or reduction in future HAP at the sole and absolute discretion of DCHA; and
 - (b) DCHA may determine that a participating owner be given no more than twelve (12) months to repay a debt through a Repayment Agreement or through reduction in future HAP payments, or some combination thereof.
- 5603.6 Hardship exemptions shall be requested in writing by the Head of Household for tenant repayments or property owner for owner repayments. DCHA shall verify the hardship circumstances and respond in writing within ten (10) days of the receipt of the information verifying the hardship.
- 5603.7 DCHA shall consider requests for hardships as described below:
- (a) Monthly payments for Participant Families may be decreased to a minimum of ten dollars (\$10) per month in cases of Family hardship and if requested with reasonable notice from the Family, verification of the hardship, and the approval of a HCVP Supervisory staff member;
 - (b) In the case of landlord or owner debt, an exemption of one thirty-(30) day period may be allowed if requested in writing with reasonable notice from the owner, verification of the hardship, and approval by an HCVP Supervisory staff member;

District of Columbia Municipal Regulations

- (c) The maximum period for hardship exemptions from repayment agreements shall be six (6) months. Hardship exemptions shall only be granted under the following circumstances:
 - (1) The Family has lost eligibility for, or is awaiting, an eligibility determination for a federal, state, or local assistance program. This includes a Family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Act;
 - (2) Family income has decreased because of changed Family circumstances, including the loss of employment or change in household composition;
 - (3) A health emergency occurred that caused an unexpected increase in household expenses; or
 - (4) A death has occurred in the Family; and
- (d) Once the six (6) month period of hardship payments has passed, the original repayment terms shall automatically resume.

5603.8 If DCHA decides not to enter a Repayment Agreement, or a participant disputes the amount of the debt, DCHA shall send a notice of the rights to review accordance with the policies in Chapter 89 of this title of the DCMR.

SOURCE: Final Rulemaking published at 59 DCR 7935 (June 29, 2012).