

**Spartanburg Housing Authority  
Administrative Plan**

**Chapter 17 PROJECT-BASED VOUCHERS  
COMPARISON**

Section	Current	Revision
Introduction p. 17-1	<b>Addition</b>	<u>Part X: Rental Assistance Demonstration.</u> This part incorporates certain requirements under HUD’s Rental Assistance Demonstration program as they relate to SHA’s PBV program.
Owner Proposal Selection Procedures p. 17-4	The SHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance <b>program that was subject to a competition in accordance with the requirements of the applicable program</b> , community development program, or supportive services program that <b>requires</b> competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier <b>competitive selection</b> proposal did not involve any consideration that the project would receive PBV assistance.	<u>The SHA may select proposal that were previously selected based on a competition.</u> This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that <b>required</b> competitive selection of proposals (e.g. HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier <b>competitively selected housing assistance</b> proposal did not involve any consideration that the project would receive PBV assistance.
Solicitation and Selection of PBV Proposals p. 17-5	The SHA will publish its advertisement in the newspapers and trade journals mentioned above for at least <b>one day per</b> week for <b>three consecutive weeks</b> .	The SHA will publish its advertisement in the newspapers and trade journals mentioned above for at least <b>one</b> week.

Solicitation and Selection of PBV Proposals p. 17-5	<b>Addition</b>	Ranking criteria: Projects impact on special initiatives in targeted communities will be rated higher; and
Solicitation and Selection of PBV Proposals  p. 17-5	Ranking criteria: Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, the SHA will rate partially assisted projects on the percent of units assisted. Projects with the lowest percent of assisted units will receive the highest score.	<b>Deletion</b>
Solicitation and Selection of PBV Proposals  p. 17-6	The SHA will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks.	The SHA will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one week.
Solicitation and Selection of PBV Proposals  p. 17-6	In addition to, or in place of advertising, the SHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.	In addition to, or in place of advertising, the SHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition meeting the requirements of 24 CFR 983.51(b), to inform them of available PBV assistance.
Solicitation and Selection of PBV Proposals  p. 17-7	Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.	Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI or Choice Neighborhoods programs, the HOME program CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, Renewal Community or Special Initiative Projects in targeted communities.

<p>SHA-owned Units</p> <p>p. 17-8</p>	<p>A SHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the SHA-owned units were appropriately selected based on the selection procedures specified in the SHA administrative plan. If the SHA selects a proposal for housing that is owned or controlled by the SHA, the SHA must identify the entity that will review the SHA proposal selection process and perform specific functions with respect to rent determinations and inspections. In the case of SHA-owned units, the initial contract rent must be approved by an independent entity based on an appraisal by a licensed, state-certified appraiser. In addition, housing quality standards inspections must be conducted by an independent entity. The independent entity that performs these program services may be the unit of general local government for the SHA jurisdiction (unless the SHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.</p>	<p><b>Deletion</b></p>
<p>SHA-owned Units</p> <p>p. 17-8</p>	<p><b>Addition</b></p>	<p>The SHA, SHA affiliates, or developers engaged by the SHA to redevelop SHA property, may submit PBV proposals and be awarded vouchers under any RFP published by the SHA or be awarded vouchers if the proposed project was competitively selected under another federal, state, or local housing assistance program in accordance with 24 CFR 983.51(b)(2). Proposals submitted by the SHA, an SHA affiliate, or developer engaged by the SHA to redevelop public housing, must conform to the submission guidelines stated in the full RFP document and shall be evaluated under the same selection criteria as all other proposals. No SHA, or SHA affiliate, employee responsible for preparing the response to the RFP shall be involved in the evaluation or selection of proposals or</p>

		the award of the vouchers. Provided, however, that any selection process for SHA-owned units shall be approved by HUD, or a HUD-approved independent entity in accordance with 24 CFR Part 983 and any other guidance issued by HUD.
SHA Notice of Owner Selection  p. 17-9	Within 10 business days of the SHA making the selection, the SHA will notify the selected owner in writing of the owner's selection for the PBV program. The SHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.	The SHA will notify the selected owner in writing of the owner's selection for the PBV program. The SHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner
Housing Types  p. 17-9	The SHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of SHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.	The SHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with 24 CFR Part 983. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of SHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.
Housing Types  p. 17-9	The SHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The SHA choice of housing type must be reflected in its solicitation for proposals.	<b>Deletion</b>
Subsidy Layering Requirements p. 17-11	<b>Addition</b>	The subsidy layering requirements are not applicable to existing housing. A further subsidy layering review is not required for housing selected as new construction or rehabilitation of housing, if HUD's designee has conducted a review, which included a review of PBV assistance, in accordance with HUD's PBV subsidy

		layering review guidelines.
Subsidy Layering Requirements p. 17-11	The SHA must submit the necessary documentation to HUD for a subsidy layering review. Except in cases of HAP contracts for existing structures, or if such reviews have been conducted by the applicable state and local agencies, the SHA may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.	The SHA must submit the necessary documentation to HUD or a HUD-approved housing credit agency (HCA) for a subsidy layering review. The SHA may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD (or an HCA approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.
Subsidy Layering Requirements p. 17-11	In general, the SHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.	<b>Deletion</b>
	The SHA will provide PBV assistance for excepted units which exhibit that at least one member of the family is receiving FSS supportive services. The SHA shall monitor the supportive services to assure compliance with its requirements on a semi-annual basis.	<p>The SHA will provide PBV assistance for excepted units which exhibit that at least one member of the family is receiving any of the below qualifying supportive services or units that are specifically made available for elderly or disabled families:</p> <ul style="list-style-type: none"> <li>• Participation in any of the SHA's Housing Choice Voucher Program FSS programs. The SHA shall monitor supportive services to assure compliance with its requirements.</li> <li>• Child care – child care of a type that provides</li> </ul>

		<p>sufficient hours of operation and serves an appropriate range of ages;</p> <ul style="list-style-type: none"> <li>• Transportation – transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;</li> <li>• Education – remedial education; education for completion of secondary or post secondary schooling, English as Second Language (ESL) classes;</li> <li>• Employment – job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;</li> <li>• Personal Welfare – substance/alcohol abuse treatment and counseling;</li> <li>• General health care and services – mental health services; HIV/AIDS related services; behavior assessments</li> <li>• Household skills and management – training in homemaking and parenting skills; household management; money management; nutrition; obtaining and retaining government, financial and medical benefits; family counseling;</li> <li>• Legal Services</li> <li>• Other services – any other services and resources, including case management, or reasonable accommodations for individuals with disabilities, that the SHA determines to be appropriate in assisting families to achieve economic independence and self-sufficiency.</li> </ul>
Promoting Partially-Assisted Buildings p. 17-12	A SHA may establish a per-building cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted units or in a single-family building. A SHA may also determine not to	A SHA may establish a per-building cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted units or in a single-family building. A SHA may also determine not to provide PBV assistance for excepted units,

	<p>provide PBV assistance for excepted units, or the SHA may establish a <b>per-building</b> cap of less than 25 percent.</p> <p><u>SHA Policy:</u></p> <p>The SHA will provide assistance for excepted units. Beyond that, the SHA will not impose any further cap on the number of PBV units assisted per <b>building</b>.</p>	<p>or the SHA may establish a <b>per-project</b> cap of less than 25 percent.</p> <p><u>SHA Policy:</u></p> <p>The SHA will provide assistance for excepted units. Beyond that, the SHA will not impose any further cap on the number of PBV units assisted per <b>project</b>.</p>
<p>Environmental Review p.17-15</p>	<p><b>Addition</b></p>	<p>The SHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the SHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed <b>and a Release of Funds has been received from HUD.</b></p>
<p>Annual Inspections p. 17-17</p>	<p><b>Addition</b></p>	<p>At least annually during the term of the HAP contract, the SHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this annual inspection requirement. <b>The SHA may elect to conduct biannual inspections based on the Inspection Policy.</b></p>
<p>Execution of the Agreement p. 17-19</p>	<p><b>Addition</b></p>	<p>The Agreement must be executed promptly after SHA notice of proposal selection to the selected owner. Generally, the SHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the SHA</p>

		<p>may not enter into the Agreement until the environmental review is completed and the SHA has received environmental approval. However, the SHA does not need to conduct a subsidy layering review in the case of a HAP contract for an existing structure or if the applicable state or local agency has conducted such a review. <b>The SHA shall not enter into the Agreement with the owner if construction or rehabilitation has commenced after proposal submission.</b> Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.</p>
	<p>The SHA will enter into the Agreement with the owner <b>within 10 business days</b> of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.</p>	<p>The SHA will enter into the Agreement with the owner <b>after</b> receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.</p>
<p>Conduct of Development Work p. 17-19</p>	<p>If <b>an Agreement</b> covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis- Bacon wages to laborers and mechanics employed in the development of housing. <b>The</b> HUD- prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis- Bacon wage rates.</p>	<p>If <b>a project</b> covers the development (as defined in 24 CFR Part 983, FR-5242-N-03 (3/9/15) and any applicable HUD PBV guidance) of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis- Bacon wages to laborers and mechanics employed in the development of housing. <b>For new construction or rehabilitation, the</b> HUD- prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wages. <b>For existing housing, the SHA shall require that the owner shall certify that work that constitutes development (as defined in 24 CFR Part 983, FR-5242-N-03 (3/9/15) and any applicable HUD PBV guidance) shall be in compliance with Davis-Bacon wage requirements and shall require the HAP contract include the HUD-required</b></p>



		Addendum to Existing HAP Contract – Labor Standards that is Appendix 1 to FR-5242-N-03 (3/9/15).
Execution of the HAP Contract p. 17-23	<p>For existing housing, the HAP contract will be executed <b>within 10 business days of the SHA determining</b> that all units pass HQS.</p> <p>For rehabilitated or newly constructed housing, the HAP contract will be executed <b>within 10 business days of</b> the SHA <b>determining</b> that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.</p>	<p>For existing housing, the HAP contract will be executed <b>after SHA determines</b> that all units pass HQS.</p> <p>For rehabilitated or newly constructed housing, the HAP contract will be executed <b>after</b> the SHA <b>determines</b> that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.</p>
Term of HAP Contract p. 17-23	<p>The SHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 15 years.</p> <p><u>SHA Policy</u> The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.</p> <p><b>At</b> any time before expiration of the HAP contract, the SHA may extend the term of the contract for an additional term of up to 15 years if the SHA determines an extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. <b>Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension.</b></p>	<p>The SHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 15 years. <b>However, the SHA may agree to enter into an extension at the time of the initial HAP contract term or any time before expiration of the contract for an additional term of up to 15 years if the SHA determines that an extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities.</b></p> <p><u>SHA Policy</u> <b>The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.</b></p> <p><b>A HAP contract extension may not exceed 15 years. SHA may provide for multiple extensions; however, in no circumstance may such extensions exceed 15 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term provided that not more than 24 months prior to the expiration of the pervious extension contract, the SHA agrees to extend the term, and that such extension is appropriate to continue providing</b></p>

		affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations as described in this paragraph. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of SHA-owned units, the initial term of the HAP contract and any HAP contract renewal must be agreed upon by the SHA and the independent entity approved by HUD.
Substitution of Contract Units p.17-25	<b>Substitution of Contract Units [24 CFR 983.206(a)]</b>  At the SHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Before any such substitution can take place, the SHA must inspect the proposed unit and determine the reasonable rent for the unit.	<b>Substitution of Contract Units [24 CFR 983.207]</b>  At the discretion of the SHA and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to such substitution, the SHA must inspect the proposed substitute unit and must determine the reasonable rent for such unit.
Vacancy Payments p. 17-27	The SHA will not provide vacancy payments to the owner.	The SHA will decide whether to make vacancy payments to the owner on a case-by-case basis.
Preferences p. 17-33	The SHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for "excepted units," mobility impaired persons for accessible units). The SHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.	The SHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for "excepted units," mobility impaired persons for accessible units). SHA may establish separate site-based preferences for each PBV project.

Filling Vacancies p. 17-33	The SHA will make every reasonable effort to refer families to the owner <b>within 10 business days</b> of receiving such notice from the owner.	The SHA will make every reasonable effort to <b>promptly</b> refer families to the owner <b>after</b> receiving such notice from the owner.
Reduction in HAP Contract Units Due to Vacancies  p.17-33	If any contract units have been vacant for 120 days, the SHA <b>will</b> give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The SHA will provide <b>the</b> notice to the owner <b>within 10 business days of</b> the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the SHA's notice.	If any contract units have been vacant for 120 days, the SHA <b>may</b> give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The SHA will provide <b>such</b> notice to the owner <b>promptly after</b> the 120 <sup>th</sup> day of the vacancy. The amendment to the HAP contract will be effective the 1 <sup>st</sup> day of the month following the date of the SHA's notice.
Initial Term and Lease Renewal  p.17-36	<b>The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for "good cause," or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, the SHA must provide the family with a tenant-based voucher and remove the unit from the PBV HAP contract.</b>	<b>The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease. The lease may provide either: (i) for automatic renewal for successive definite terms (e.g., month-to-month or year-to-year); or (ii) for automatic indefinite extension of the lease term. The term of the lease terminates if any of the following occurs: (i) the owner terminates the lease for good cause; (ii) the tenant terminates the lease; (iii) the owner and the tenant agree to terminate the lease; (iv) the SHA terminates the HAP contract; or (v) the SHA terminates assistance for the family.</b>
Moves Overcrowded, Under-Occupied, and Accessible Units  p.17-38	The SHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the SHA's determination. The SHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance or as a reasonable accommodation for a qualifying family:	The SHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the SHA's determination. The SHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance or as a reasonable accommodation for a qualifying family:

	<p>PBV assistance in the same <b>building or</b> project;</p> <p>PBV assistance in another project; <b>and</b></p> <p>Tenant-based voucher assistance.</p>	<p>PBV assistance in the same project;</p> <p>PBV assistance in another project;</p> <p>Tenant-based voucher assistance; <b>or</b></p> <p><b>Other comparable public or private tenant-based assistance (e.g., under the HOME program)</b></p>
<p>Moves Overcrowded, Under- Occupied, and Accessible Units</p> <p>p.17-38</p>	<p><b>Addition</b></p>	<p>If the SHA offers the family a tenant-based voucher, the SHA must terminate the housing assistance payments for a wrong-sized or accessible unit at <b>the earlier of the</b> expiration of the term of the family's voucher (including any extension granted by the SHA) <b>or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration date of the term of the family's voucher, the SHA must remove the unit from the HAP contract.</b></p>
<p>Moves Overcrowded, Under- Occupied, and Accessible Units</p> <p>p.17-38</p>	<p><b>Addition</b></p>	<p>If the SHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the SHA, or both, the SHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the SHA <b>and remove the unit from the HAP contract. The owner and SHA may substitute a different unassisted unit into the HAP contract or add the unit back to the HAP contract in accordance with 24 CFR 983.207 and 24 CFR 983.211.</b></p>
<p>Moves Overcrowded, Under- Occupied, and Accessible Units</p> <p>p.17-38</p>	<p><b>Addition</b></p>	<p>When the SHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the SHA will terminate the housing assistance payments at the expiration of this 30-</p>

		<p>day period.</p> <p>The SHA may make exceptions to this 30-day period if needed for reasons beyond the family’s control such as death, serious illness, or other medical emergency of a family member provided that any such extension is consistent with 24 CFR Part 983.</p>
<p>Exceptions to the Occupancy Cap</p> <p>p. 17-40</p>	<p>The SHA may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:</p> <p>In a single-family building;</p> <p>Specifically made available for elderly or disabled families; or</p> <p>Specifically made available for families receiving supportive services as defined by the SHA. At least one member must be receiving at least one qualifying supportive service.</p> <p>If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined as defined by the SHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.</p>	<p>The SHA may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units except in accordance with 17-II.F of this Chapter.</p> <p style="text-align: center;"><b>Deletion</b></p>
<p>Exceptions to the Occupancy Cap</p> <p>p. 17-40</p>	<p><b>Addition</b></p>	<p>A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a “qualifying family” in connection with the 25 percent per project cap exception (e.g., the family does not successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled where the SHA does not exercise its discretion as</p>

		set forth below), must vacate the unit within a reasonable period of time established by the SHA, and the SHA must cease paying housing assistance payments on behalf of the non-qualifying family.
<p>Exceptions to the Occupancy Cap</p> <p>p. 17-40</p>	<p>If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the SHA.</p>	<p>If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the project in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the SHA.</p>
<p>Exceptions to the Occupancy Cap</p> <p>p. 17-40</p>	<p><b>Addition</b></p>	<p>The SHA may allow a family that initially qualified for occupancy of an excepted unit based on elderly or disabled family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly or disabled family member or long term or permanent hospitalization or nursing care), the elderly or disabled family member no longer resides in the unit. In this case, the unit may continue to count as an excepted unit for as long as the family resided in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualifying family.</p>
<p>Exceptions to the Occupancy Cap</p> <p>p. 17-40</p>	<p>The SHA will not provide PBV assistance for excepted units</p>	<p>The SHA shall provide PBV assistance for excepted units only in accordance with applicable PBV program requirements.</p>

<p>Vacancy Payments</p> <p>p.17-48</p>	<p>In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the SHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the SHA within 10 business days of the SHA's request, no vacancy payments will be made</p>	<p>In order for a vacancy payment request to be considered, it must be made within 5 business days of learning about any vacancy or expected vacancy. The request must include the required owner certifications and the SHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the SHA within 10 business days of the SHA's request, no vacancy payments will be made.</p>
<p>p. 17-51</p>	<p><b>Addition</b></p>	<p><b>PART X: <u>RENTAL ASSISTANCE DEMONSTRATION PROGRAM ("RAD")</u></b></p> <p>Certain of the SHA's PBV projects have been converted under HUD's Rental Assistance Demonstration Program ("RAD") to the PBV program from either 1) the public housing program under the first component of RAD or 2) an expired Rent Supplement or RAP Contract under the second component of RAD. All projects converted to PBV Assistance under RAD are subject to the requirements of HUD PIH Notice 2012-32, REV-2, as such may be amended from time to time (the "RAD Requirements"). The RAD Requirements are in addition to, and may modify, the requirements for PBV projects as set forth in this Chapter. For any PBV project converted under RAD, in the event of a conflict between the RAD Requirements and the requirements of this Chapter, the RAD Requirements shall control.</p> <p>Additionally, for any PBV project that converted from public housing under RAD, the additional tenant protections shall apply. These provisions shall not apply to any project converted to PBV assistance under the second component of RAD or any non-RAD PBV project. Note that in the RAD context "owner" may also refer to the SHA.</p>

		<p><b>Termination Notification.</b> The owner will renew all leases for RAD PBV families unless cause exists. Further, the owner will provide adequate written notice of termination of the lease which shall not be less than:</p> <ul style="list-style-type: none"><li><p><u>i.</u> A reasonable period of time, but not to exceed 30 days:</p><ul style="list-style-type: none"><li><p>• If the health or safety of other tenants, SHA employees, or persons residing in the immediate vicinity of the premises is threatened; or</p></li><li><p>• In the event of any drug-related or violent criminal activity or any felony conviction;</p></li></ul></li><li><p><u>ii.</u> 14 days in the case of nonpayment of rent; and</p></li><li><p><u>iii.</u> 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.</p></li></ul> <p><b>Grievance Process.</b></p> <ul style="list-style-type: none"><li><p><u>1.</u> In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi), and Chapter 17 of this Administrative Plan, an opportunity for an informal hearing must be given to residents at PBV Project converted under RAD for any dispute that a resident may have with respect to the owner's actions in accordance with the individual's lease that adversely affect the resident's rights, obligations, welfare, or status:</p><ul style="list-style-type: none"><li><p>• For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the hearing will be</p></li></ul></li></ul>
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		<p>conducted in accordance with the procedures outlined in Chapter 17 of this Administrative Plan</p> <ul style="list-style-type: none"><li>• For any additional hearings required under RAD, an impartial member of the owner’s staff shall perform the hearing.</li></ul> <p><u>2.</u> An informal hearing will not be required for class grievances or to disputes between residents not involving the owner or the SHA. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the owner or SHA.</p> <p><u>3.</u> The owner shall give residents notice in the house rules or the lease of residents’ ability to request an informal hearing for circumstances that do not entitle the residents to a hearing under Chapter 17 of this Administrative Plan.</p> <p><u>4.</u> The owner shall provide opportunity for an informal hearing before an eviction.</p> <p><b>Supportive Services Guidelines and Requirements.</b></p> <p>Pursuant to HUD regulations and this Administrative Plan, project-based assistance will ordinarily be limited to 25% of the units contained within the proposed project, however, this limit has been increased to 50% in accordance with RAD requirements.</p> <p>Projects housing elderly families, disabled families or for projects providing supportive services, each unit that is occupied by elderly, disabled or families receiving qualified</p>
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		<p>supportive services will continue to constitute “excepted units” and shall not apply towards the 50% cap. Furthermore, buildings with fewer than four (4) units are excluded from the 50% cap.</p> <p>For RAD Projects relying upon excepted units receiving supportive services, initial residents living in a unit subject to a RAD conversion cannot be required to utilize such services, and so failure to participate in a social services program may not be a cause for lease termination with respect to such initial residents.</p>
	<b>Deletion</b> of all references to FR Notice 11/24/08	
		<b>Addition</b> updated 24 CFR 983. numbers