

CDBG DISASTER RECOVERY PROGRAM

UNIFORM RELOCATION ACT POLICIES AND PROCEDURES

~~Version 3, May 2019~~

Version 4, April 2020

INTRODUCTION

The City of Columbia Community Development Department is undertaking several Community Development Block Grant (CDBG) Disaster Recovery housing programs funded under the Disaster Relief Appropriations Act of 2016 (Public Law 114-113) to assist residents in recovering from the October 2015 Severe Storms and Flood. Therefore, the project must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended; Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974; requirements at 49 CFR part 24; and Section 104(d) except as expressly waived by the Secretary of HUD as described below.

Please Note: Sec. 414 of the Stafford Act states, “Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act.” **A waiver of Section 414 requirements has not been requested or obtained for the October 2015 Severe Storms and Flood. Therefore, tenants permanently displaced as a result of the disaster may be eligible for relocation assistance and must be identified during the application and intake process for each program so that assistance can be provided to eligible tenants.**

ONE-FOR-ONE REPLACEMENT OF LOWER-INCOME DWELLING UNITS

One-for-one replacement requirements at Section 104(d)(2)(A)(i)(ii) and (d)(3) and 24 CFR 42.375 are waived in connection with funds allocated Public Law 114-113 for lower-income dwelling units that are damaged by the disaster and not suitable for rehabilitation. This waiver exempts disaster damaged units that meet the grantee’s definition of not suitable for rehabilitation from the one-for-one replacement requirements. The City of Columbia defines *not suitable for rehabilitation* as: dwelling units where substandard conditions threaten the health and safety of its occupants and it is not financially or structurally feasible for rehabilitation.

It is important to note that the one-for-one waiver does not apply to projects using CDBG and/or HOME funds for the demolition of residential units. In addition, this waiver does not apply to Public Housing Authority projects utilizing 221 (d) funds for Multifamily Affordable Housing Program projects. In accordance with 24 CFR 42.375 (c), grantees administering projects triggering one-for-one replacement requirements must make project information available prior to the execution of contracts committing funds for any activity that will result in the demolition of lower-income dwelling units or the conversion of lower income dwelling unit to another use.

To meet this requirement, the Columbia Community Development Department will make public and submit the following information to the HUD field office in writing prior to initiating any demolition or conversion of low to moderate income housing units:

1. A description of the proposed assisted activity;
2. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the submission shall identify the general location on an area map and the approximate number of dwelling units by size and information identified the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as it is available;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of lower income households in the jurisdiction.
8. Persons displaced shall be relocated into comparable replacement housing that is decent, safe, and sanitary, adequate in size to accommodate the occupants, functionally equivalent, and in an area not subject to unreasonably adverse environmental conditions.
9. Comparable replacement housing will be provided in the community within three (3) years of the commencement date of the demolition, rehabilitation, and/or conversion;

RENTAL ASSISTANCE TO A DISPLACED PERSON

The requirements at Sections 204(a) and 206 of the URA, 49 CFR §§ 24.2(a)(6)(viii), 24.402(b)(2), and 24.404 are waived to the extent that they require the grantee to use 30 percent of a low-income, displaced person's household income in computing a rental assistance payment if the person had been paying rent in excess of 30 percent without *demonstrable hardship* before the project.

~~Before providing rental assistance payments to displaced persons, the grantee must define *demonstrable hardship* in its action plan or in the policies and procedures governing these programs and activities. The grantee's definition of *demonstrable hardship* applies when implementing these alternative requirements.~~

The CDBG-DR Action Plan for the City of Columbia defines a demonstrable hardship as a substantial change in an applicant's situation that prohibits or severely affects their ability to provide a minimal standard of living or the basic necessities of life including food, housing, clothing, and transportation without causing economic distress well beyond mere inconvenience as shown by objective evidence.

In addition to the city's demonstrable hardship policy as outlined in the approved Action Plan (defined above), the city has defined financial hardship as outlined in the city's Optional Relocation Policy. This policy applies to the optional relocation of owner-occupants participating in voluntary CDBG-DR housing programs, and not tenants, when they cannot afford to continue to pay for household expenses in addition to the temporary relocation costs associated with the rehabilitation, environmental remediation, or reconstruction of their damaged home. In this context, financial hardship is defined as a situation when the current household bills of the applicant (owner-occupant), which includes a monthly mortgage and/or rent and utility bills, exceed 30% of their gross income.

MINIMIZE DISPLACEMENT

Consistent with the goals and objectives of activities assisted under the URA **and adopted CDBG-DR Residential Anti-displacement and Relocation Assistance Plan**, the City of Columbia will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Evaluate housing codes, ~~and~~ rehabilitation standards, and code enforcement **activities** in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Assist persons who must be relocated temporarily during rehabilitation in finding suitable living arrangements.
- Establish counseling centers to provide homeowners and tenants with information on services available to help them.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or structures that have not been used for residential purposes.
- Target only those properties deemed essential to the success of the project.

No person displaced by CDBG Disaster Recovery residential rehabilitation activities will be discriminated against. All displaced persons shall be equally provided information, counseling, referrals, and relocation services. In addition, no person shall be displaced or discriminated against because of age, race, color, religion, sex, handicap, or national origin.

Eligibility Requirements

- The owner occupant and/or tenant's landlord must have applied for and be eligible for assistance in one of the Columbia CDBG Disaster Recovery housing programs.

- The owner occupant and/or tenant must be lawfully present in the United States and currently occupying the residence to be rehabilitated **or reconstructed**.
- The owner occupant and/or tenant must temporarily relocate in order to complete the rehabilitation, elevation, **reconstruction**, or environmental remediation of the damaged structure assisted with CDBG Disaster Recovery funding.

Program activities will be planned and implemented in a manner that minimizes hardships and displacement of occupants of storm damaged residences. The following sections establish the policies and procedures that will govern URA implementation for each housing activity in the City's CDBG Disaster Recovery Program.

HMGP/CDBG COST SHARE MATCH

The HMGP Buyout/CDBG-DR Match Program is a voluntary program to assist eligible applicants to meet 25% match requirements at scattered home sites as approved in the city's application for FEMA HMGP assistance. Due to the design of the program, there are not areas that have been designated by the city as "Disaster Risk Reduction Areas" (DRRAs) or designated areas specifically targeted for buyout activities. Therefore, the Subpart B requirements of 49 CFR 24.101 (b) do not apply to the program as properties meet all the following conditions:

- 1. No specific site or property needs to be acquired within a specified geographic area.**
- 2. HMGP properties to be acquired are not part of an intended, planned, or designated project area where all or substantially all the property within the area is to be acquired within specific time limits.**
- 3. Properties will not be acquired if negotiations fail to result in an amicable agreement. In addition, all program participants have been notified by the City of Columbia that it will not acquire properties failing to result in an amicable agreement.**
- 4. The city's assessment of pre-disaster property value is provided to all owners during the property negotiation process.**

It should also be noted that vacant properties were not acquired and are not anticipated to be acquired as part of the city's HMGP Match program; therefore, the one-for-one waiver is applicable to all low- and moderate income dwelling units participating in the buyout program as all were: 1) damaged by the October 2015 floods, and 2) none were suitable for rehabilitation.

~~Owner occupants of this voluntary buyout program are not eligible for relocation assistance; however, the appropriate URA acquisition notices will be issued and receipt certified. The case manager will ensure owners receive a Notice of Voluntary Acquisition, a copy of the brochure, *When a Public Agency Buys Your Property*, and a General Information Notice (GIN).~~

Due to the voluntary nature of the HMGP Match Program, owner occupants are not eligible for relocation assistance. However, appropriate buyout notices will be issued to eligible participants as evidenced by certified receipts. During intake, URA case managers will provide each applicant with the following:

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1. **Notice of Voluntary Acquisition**
2. **Disclosures to Sellers with Voluntary, Arm's Length Purchase Offer**
3. **CDBG-DR Appeals Policy and Procedures, if not previously received**

An appraisal based on the pre-storm Fair Market Value of the property will be completed by a licensed professional; owners have the right to appeal the appraised value pursuant to CDBG DR Buyout policies and procedures **and City CDBG-DR Appeals Policy**. The City will provide the property owner with a determination of just compensation and an offer letter. Upon acceptance, the City, through its attorneys, will schedule a closing, provide a settlement disclosure form, and finalize the Act of Sale.

Tenants under this program are considered permanently displaced (unable to return to their former residence for 12 months or more) by the October 2015 Storm and are eligible for relocation assistance in accordance with the Stafford Act. Owners are subject to the deed restrictions and land covenants that prohibit redevelopment under a Buyout activity. Case Managers will contact tenants to notify them of the availability of relocation assistance and compensation as authorized by the Uniform Act.

Tenants will receive a *General Information Notice (GIN)*, *Notice of Relocation Eligibility* specific to his/her circumstances and needs, **as well as a copy of the city's CDBG-DR Appeals Policy and Procedures**. Please note: Tenants permanently displaced through the HMGP Acquisition program all relocated after the 2015 storm and before the application for funding; thus a 90-day notice to vacate is unnecessary. All tenant notices will be mailed Return Receipt Requested. ~~To properly assess and estimate the amount of benefits that the tenant may be eligible to receive, the URA case manager will work with the applicant/landlord in order to obtain a copy of the tenant's pre-relocation lease and utility information for their unit (12-month average) at the time of the storm. This information will be necessary to complete the "Claim for Temporary Relocation Expenses" form (see HUD-40030 Form) and "Comparable Replacement Dwelling" form (see HUD-40062 Form). In addition, this information will be used to determine the appropriate amount of relocation benefits for the displaced tenant.~~

URA provisions require financial assistance sufficient to reduce the displaced person's post displacement rent and utility cost to 30% of household income unless tenants have been paying rents in excess of 30% without demonstrable hardship. A demonstrable hardship is a substantial change in an applicant's situation that prohibits or severely affects their ability to provide a minimal standard of living or the basic necessities of life including food, housing, clothing, and transportation without causing economic distress well beyond mere inconvenience as shown by objective evidence. A demonstrable hardship must have occurred after the October 2015 flood event.

The Maximum Replacement Housing Payment for displaced residential tenants has increased

from \$5,250 to \$7,200 [42 U.S.C. 4624(a)] **unless Housing of Last Resort becomes necessary.**

A comparable replacement home is **defined as follows:**

- Decent, safe, and sanitary **(as evidenced by a HUD Inspection Form).**
- Functionally equivalent to (and equal or better than) your present home **and must be ADA accessible, if required by the tenant.**
- ~~Actually a~~ Available for rent **at the time of referral to the tenant.**
- Affordable **to the household (last resort housing may be necessary).**
- Reasonably accessible to the place of employment **and** generally as well located with respect to public and commercial facilities, such as schools and **shopping.**
- Not subject to unreasonable adverse environmental conditions
- Available to all persons regardless of race, color, religion, sex, or national origin

The process for providing ~~tenant relocation~~ **a replacement housing payment for tenants displaced by the storm** is as follows:

- The Owner submits a program application **which requires their certification regarding the occupancy status (vacant, owner-occupied, tenant occupied) for each damaged unit to be assisted by the program. In addition, the owner will be asked to provide the program with** a list of tenants if rental property was occupied at the time of the storm **(and/or at the time of application for assistance, if applicable).** ~~In addition,~~ **the owner will also provides the program with the displaced tenant's contact information (to include mailing address), household information, pre-relocation lease, number of bedrooms occupied by the tenant, and utility information for each occupied unit. This information will be provided to the Construction Manager who will independently verify the accuracy of occupancy information during the initial inspection of the property. Any discrepancies shall be escalated to the Case Manager who will follow up with the owner to obtain additional information and/or revise their certification.**
- The Case Manager issues the *Voluntary Acquisition Notice* to Owner **and completes the Disclosures to Sellers with Voluntary, Arm's Length Purchase Offer, Acknowledgement of Acquisition and Relocation Rights and Benefits under the Uniform Relocation Act, and Appeals notification process. All notifications shall be evidenced by a signed receipt, uploaded to the system of record, and retained for the file.**
- The Case Manager prepares the *General Information Notice* for Tenants and provides a copy of the HUD brochure, *Relocation Assistance to Tenants Displaced from their Home*, upon owner's execution of grant agreement; (A Notice of Non-displacement is not necessary for these tenants who were displaced immediately after the Storm.). **In addition, a copy of the appeals process will be provided. All notifications shall be evidenced by a signed receipt, uploaded to the system of record, and retained for the file.**
- The case manager locates and contacts tenant to complete a Rental Housing Tenant Application, gather information on needs and preferences, household composition,

number of bedrooms occupied, and income and identification for all occupants.

- The case manager issues Notice of Eligibility for Relocation Assistance upon execution of grant agreement **and/or location of the displaced tenant, whichever occurs first.**
- The case manager ~~makes~~ **identifies and inspects** referrals for comparable replacement housing **(in the community from which the tenant was displaced) in order to establish the ceiling for the tenant's replacement housing payment and provide referrals should the tenant require additional relocation advisory services.**
- **If the tenant wants to remain in their current dwelling,** ~~The case manager~~ **will inspect their current tenant residence, if possible, to determine if it is satisfactory** (decent, safe, sanitary) ~~conditions.~~ **If the conditions are not decent, safe, and sanitary, the tenant will be provided a notice listing the repairs that will be necessary for the unit to become compliant and the tenant will be provided one year to make the repairs or find another decent, safe, and sanitary dwelling. The case manager will provide relocation advisory services and housing referrals to the tenant as necessary during this process.**
- The tenant chooses property and moves **(or remains in their existing dwelling);**
- The case manager prepares and issues advance payment when needed; and
- The case manager assists the tenant in preparing and submitting claims. **In addition, the case manager is also responsible for reviewing and responding to applicant and tenant appeals.**
- **The case manager ensures that periodic payments are made to the tenant to complete their relocation claim, except that lump sum payments may be made to cover: 1) moving expenses: 2) down payment on the purchase of replacement housing, or incidental expenses related to 1) and 2).**
 - For rental assistance payments of \$500 or less, the payment will be made in 2 installments of equal distribution (the same amount) spanning a 4-month interval. The first installment of up to \$250 will be made to cover the expenses for the tenant's initial deposit and 4 month's rent which shall be made directly to the tenant ~~landlord~~. The second installment will be made directly to the tenant on month 5 for the remainder of the balance.
 - For rental assistance payments of \$501 or more, the payment will be made in 3 installments of equal distribution (the same amount) spanning a 6-month interval. The first installment will be made to cover the expenses for the tenant's initial deposit and 1st and 2nd month's rent which shall be made directly to the tenant ~~landlord~~. The second and third installments will be made directly to the tenant at months 3 and 6.
- **If the tenant uses the replacement housing payment for down-payment assistance, the case manager will assist the tenant during the closing process and will collect copies of the HUD-1 Settlement Statement, list of closing disbursements, and executed deed. Down payment assistance will be provided in a lump sum payment directly to the tenant to reimburse closing costs and/or closing agent based upon the list of disbursements for each closing.**
- **A record/log of relocation advisory services provided to tenant must be maintained in the applicant's and/or tenant's file.**

Decent, safe, and sanitary housing is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weather-tight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator (if you were displaced from a housekeeping unit).
- Has a separate, complete bathroom with hot and cold running water.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Meets standards protecting occupants from lead-based paint hazards.
- Is free of any barriers which would preclude reasonable use of the unit by a physically disabled person.

Rental assistance is computed in the following manner: The assistance needed for one month is determined by subtracting the *base monthly rent of the pre-relocation dwelling of the (acquired by the program) acquired dwelling* from the cost of rent and utilities *of a comparable replacement dwelling or post-relocation dwelling (if decent, safe, and sanitary) at the current location*. That monthly need, if any, is multiplied by 42, to determine the total amount of assistance. This amount will be paid directly to the tenant. The City must provide the assistance as **2 or 3 periodic payments depending upon the amount of the assistance to be provided. Relocation assistance to be used for a down-payment will be disbursed in a lump sum (see payment installment process for additional details)**. Generally, the base monthly rent for your present home is the lesser of: (1) the monthly rent and average monthly cost for utilities, or (2) thirty (30) percent of your average monthly gross household income, if you are low-income based on HUD income limits with a demonstrable hardship.

Displaced tenants may also choose to buy a replacement home, using relocation assistance to make a down payment equal to the amount that would be received for rental assistance on a comparable replacement home (i.e., 42 times the amount obtained by subtracting the base monthly rent for the acquired dwelling from the monthly rent and estimated average monthly utility costs for a comparable replacement home). A down payment assistance payment will be paid in a lump sum **at closing or upon receipt of the executed closing documents (HUD-1 Settlement Statement, cancelled checks, and executed deed for the inspected replacement property).**

Moving Expenses:

The requirements at Section 202(b) of the URA and 49 CFR 24.302, requiring that a grantee offer a displaced person the option to receive a fixed moving-cost payment based on the Federal Highway Administration's Fixed Residential Moving Cost Schedule instead of receiving payment for actual moving and related expenses, have been waived. As an

alternative, the City is offering a *moving expense and dislocation allowance* that takes into account the number of bedrooms in the displacement dwelling and whether the person needs assistance in packing and unpacking household goods. The table below indicates a one-way move **for tenants who were permanently displaced by the storm.**

Number of Occupants	Number of Bedrooms	Total Allowance
1-2	1 BDR	\$500
3-4	2 BDR	\$1,000
5-6	3 BDR	\$1,500

~~Persons displaced~~ **Displaced persons** may also choose a payment for actual, reasonable moving and related expenses. **If pre-approved by the program to be necessary and reasonable,** ~~Applicants~~ **tenants** may elect to pay the moving costs directly for later reimbursement by the City or choose the allowance. All costs incurred must be documented **with receipts and/or paid invoices.** ~~are mandatory.~~

SMALL RENTAL REPAIR PROGRAM

Rental property owners participating in the Small Rental Repair Program (SRRP) cannot permanently displace tenants residing in their rental units. Tenants will be provided housing advisory services to assess relocation needs and levels of assistance and describe individual rights under the **URA and** Fair Housing Law. Tenants will receive a list of available and affordable units comparable in size to the dwelling from which the household was displaced. If tenants were living in an under-housed situation, the City is obligated to locate a suitable dwelling that meets the tenants needs **in accordance with the guidelines established in Appendix A.** The unit must be inspected and found to be decent, safe, and sanitary. For temporary displacement, tenants will also be provided with assurances that the **pre-relocation** rehabilitated rental unit will be available at affordable rates for a minimum of two years upon their return.

If an eligible tenant was relocated prior to the Program, the City will ensure that a good faith effort is made to contact each former tenant to inform them of the availability of their previous unit and other available units repaired under the program. The tenant will be contacted to determine the reasons and circumstances for the displacement. If a tenant has returned to the rehabilitated unit, then documentation of temporary relocation expenses will be collected and reviewed to reimburse the tenant for eligible relocation costs. If the tenant has become permanently displaced as a result of the program, the case manager will evaluate the circumstances and provide relocation benefits in accordance with URA requirements **if the tenant is eligible for assistance.**

~~There are no reliable systemic methods for the program to conclusively validate the status of rental property at the time of the storm or vacancies at the time of application.~~ The program

requires property owners to self-certify **occupancy status of the assisted property** ~~this information~~ upon ~~on the~~ application **to the program**, under penalty of perjury, a precedent established at program inception. If during the course of processing an applicant it becomes evident that eligibility criteria may not have been accurate, the file will be submitted to the Internal Auditor for review to determine whether fraud, waste, or abuse exists. **In addition to the applicant's self-certification regarding tenant occupancy of the rental property, the case manager will work with the applicant/landlord in order to obtain a copy of the tenant's contact and household information, pre-relocation lease, and utility information for their unit (12-month average) at the time of the storm to properly assess and estimate the amount of benefits that the tenant may be eligible to receive from the program. This information will be necessary to complete the "Claim for Temporary Relocation Expenses" form (HUD-40030 Form) and "Comparable Replacement Dwelling" form (see HUD-40062 Form). In addition, this information will be used to determine the appropriate amount of relocation benefits for the displaced tenant.**

In the event that tenants require temporary relocation while repairs are underway, the tenants must be permitted to return to and reoccupy their original unit(s), or other similar units on the same property, upon completion of the work at rents that are not greater than the prescribed rents at the applicable income tier. **Compliance with these requirements will be documented by the case manager who will collect a copy of the post-relocation lease and utility information in addition to the tenant's acknowledgement of the amount and receipt of relocation assistance. Post-relocation information will be compared with pre-relocation information to ensure consistency. Applicants/Landlords identified as increasing rents or significantly altering lease agreement requirements may face program sanctions or recapture of program funding.**

Any tenant failing to return to their pre-relocation address will be interviewed by the URA case manager to determine the circumstances of their decision, if there has been a violation of program policies and procedures, and whether the tenant is eligible for permanent relocation assistance. ~~Tenants that fail to return to their former unit for any reason will be eligible for permanent relocation assistance in accordance with the Stafford Act provisions.~~ If a property owner refuses to allow the temporarily relocated tenants to return and reoccupy their former units, the applicant will be considered in violation of the grant agreement and shall be responsible for permanent relocation costs.

The City reserves the right to exercise any and all remedies as allowed in the recorded documents and the property owner may be required to reimburse the Program for temporary relocation costs and may be charged with the cost of all permanent relocation expenses associated with displaced tenants. These costs may include the tenants' increased housing costs, moving expenses, and necessary out-of-pocket expenses.

Owners of rental properties with units to be re-occupied by tenants must provide the executed

lease along with tenant income and demographic information annually. If the tenant chooses not to return to the unit, the owner must enter into a new lease with a low-to-moderate income tenant within 60 days of the completion of the rehabilitation. Tenants temporarily displaced will be assured that the rehabilitated rental unit will be available at affordable rates for a minimum of two years, beginning the date the new lease is signed.

No person displaced by CDBG Disaster Recovery rental rehabilitation activities will be discriminated against. All displaced persons shall be equally provided information, counseling, referrals, and relocation services. In addition, no person shall be displaced or discriminated against because of age, race, color, religion, sex, handicap, or national origin.

The process for providing temporary tenant relocation assistance is as follows:

- The Owner submits a program application **which requires their certification regarding the occupancy status (vacant, owner-occupied, tenant occupied) for each damaged unit to be assisted by the program. In addition, the owner will be asked to provide the program with a list of tenants if rental property was occupied at the time of the storm (and/or at the time of application for assistance, if applicable). In addition, the owner will also provides the program with the displaced tenant's contact information (to include mailing address), household information, pre-relocation lease, number of bedrooms occupied by the tenant, and utility information for each occupied unit. This information will be provided to the Construction Manager who will independently verify the accuracy of occupancy information during the initial inspection of the property. Any discrepancies shall be escalated to the Case Manager who will follow up with the owner to obtain additional information and/or revise their certification.**
- The Case Manager issues the *General Information Notice* to Owner and Tenant and receives a signed receipt for the notices.
- The Case Manager provides the *General Information Notice* to Tenants and provides a copy of HUD brochure, *Relocation Assistance to Tenants Displaced from their Home*, upon owner's application to the program; (A Notice of Non-displacement is not necessary for these tenants who were displaced immediately after the Storm.). In addition, a copy of the appeals process will be provided. All notifications shall be evidenced by a signed receipt, uploaded to the system of record, and retained for the file.
- The case manager locates and contacts tenant to complete a Rental Housing Tenant Application, gather information on needs and preferences, household composition, and income and identification for all occupants.
- The case manager issues *Notice of Eligibility for Relocation Assistance* upon receipt of the rental application for assistance.
- The case manager identifies and inspects at least 2 comparable temporary housing units (in the community from which the tenant was displaced) in order to establish the ceiling for the tenant's temporary housing payment and provides referrals should the tenant

require additional relocation advisory services.

- **The tenant chooses a comparable dwelling and moves. The case manager will be responsible for inspecting the unit if not previously inspected by the program. Note the ceiling for the rental differential payment is based upon the most comparable dwelling selected by the case manager (unless the unit becomes unavailable).**
- **The case manager prepares and issues advance payment when needed; and**
- **The case manager assists the tenant in preparing and submitting claims. In addition, the case manager is responsible for managing and responding to all appeals.**
- **A record/log of relocation advisory services provided to tenant must be maintained in the applicant's and/or tenant's file.**
- ~~Owner submits program application including a list of tenants if rental property was occupied at the time of the storm.~~
- ~~Property owner acknowledges receipt of the General Information Notice.~~
- ~~The case manager issues the General Information Notice for Tenants and provides a copy of the HUD brochure, *Relocation Assistance to Tenants Displaced from their Home*;~~
- ~~The case manager contacts tenant to complete a Rental Housing Tenant Application, gathers information on tenant needs and preferences, household composition, and income and identification for all occupants; case manager issues a Notice of Non-Displacement.~~
- ~~The case manager issues the Notice of Eligibility for Relocation Assistance, including referrals for replacement housing, upon execution of grant agreement by the property owner.~~
- ~~Tenant chooses property and moves.~~
- ~~The Program issues advance payment if needed.~~
- ~~The case manager assists tenant in preparing claims; payments will be made on a monthly basis.~~

Decent, safe, and sanitary housing is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weather-tight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator (if you were displaced from a housekeeping unit).
- Has a separate, complete bathroom with hot and cold running water.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Meets standards protecting occupants from lead-based paint hazards.
- Is free of any barriers which would preclude reasonable use of the unit by a physically disabled person.

Tenants who do not select a decent, safe, and sanitary dwelling will not be eligible for temporary relocation assistance for that unit. In these cases, the case manager will provide a list of repairs to be made to the unit prior to tenant occupancy. If the landlord refuses to make the repairs, the case manager will provide additional relocation advisory services to the tenant to locate another decent, safe, and sanitary dwelling unit. ~~If the tenant chooses housing that does not meet HUD standards, the tenant may elect to waive acceptance of housing referrals offered.~~

ELIGIBLE EXPENSES

URA expenses must be reasonable and necessary. All payments are made to the member of the displaced household responsible for paying the appropriate authority in a timely and efficient manner. In limited cases, payments may be made on behalf of the tenant as determined necessary on a case-by-case basis. In compliance with URA Appendix A, 49 CFR 24.2(a)(9)(ii)(D), tenants must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with temporary relocation. These expenses may include moving expenses, ~~and~~ increased housing costs, **and other related out-of-pocket expenses**. Temporary relocation should not extend beyond one year before the person is returned to his or her previous unit or location. Any residential tenant who has been temporarily relocated for a period beyond one year must be offered permanent relocation assistance. This assistance would be in addition to any assistance the person has already received for temporary **relocation and** may not be reduced by such amount.

Eligible expenses include the following:

Rental Assistance

Tenants

For temporary relocation (12 months or less) the CDBG Disaster Recovery case manager will assist the displaced ~~tenants household~~ in locating **at least 2 comparable, decent, safe, and sanitary** rental units that **are available at the time of relocation assistance with a goal not to** ~~do not~~ exceed HUD's Fair Market Rent (FMR) for Richland County (see table below). **Tenants with temporary housing needs exceeding FMR amounts will be provided a rental differential payment consistent with their needs if reasonable and necessary.** To determine the appropriate size of the rental unit, the number of bedrooms allowable is based upon the number of bedrooms that the displaced household currently occupies unless tenants were living in an under-housed situation. In that case the

City must locate a suitable dwelling that meets the tenants needs **in accordance with the guidelines established in Appendix A**. All units must be inspected and found to be decent, safe, and sanitary and the case manager will determine whether under-housing exists.

All rental agreements must be in writing and approved by the Program in advance to ensure that the terms and conditions of the lease agreement are necessary, reasonable, and consistent with

the anticipated length of time for construction. **Tenants not receiving appropriate relocation advisory services may be eligible for the full amount of incurred expenses if unaware of the policy requiring pre-approval by the program.**

Displaced households may choose to stay with friends or relatives; however, tenants will be offered the option of moving to a suitable replacement unit for the temporary period. If the displaced household chooses to live with family or friends during temporary relocation, the rent must be reasonable, documented, and not greater than *one half* of HUD Fair Market Rent for the county in Richland County which the unit is located.

Last Resort Housing

Replacement housing payments **for permanently displaced tenants** exceeding the maximum \$7,200 will be considered assistance for housing of last resort and must be adequately justified:

- On a case-by-case basis, for good cause, with consideration given to:
 - Comparable replacement housing available in the community or surrounding communities;
 - The resources available to provide comparable replacement housing; and
 - The individual circumstances of the displaced person **(to include housing expenses exceeding 30% of the tenant's income)**; or
- By a determination that:
 - There is little, if any, comparable replacement housing available to displaced persons within an entire community or surrounding communities; and **therefore**, last resort housing assistance is necessary for the area as a whole;
 - A program or project cannot be advanced to completion in a timely manner without last resort housing assistance; and
 - The method selected for providing last resort housing assistance is cost effective, considering all elements that contribute to total program or project costs.

Moving Expenses:

The requirements at Section 202(b) of the URA and 49 CFR 24.302, requiring that a grantee offer a displaced person the option to receive a fixed moving-cost payment based on the Federal Highway Administration's Fixed Residential Moving Cost Schedule instead of receiving payment for actual moving and related expenses, have been waived. As an alternative, the City is offering a *moving expense and dislocation allowance* that takes into account the number of bedrooms in the displacement dwelling and whether the person needs assistance in packing and unpacking household goods. The table below is for a one-way move **for permanent relocation. Applicants and tenants requiring moving assistance to return to the rehabilitated unit, will also receive a second payment/reimbursement for their return move in accordance with the moving expense and dislocation allowance below.**

Number of Occupants	Number of Bedrooms	Total Allowance
1-2	1 BDR	\$500
3-4	2 BDR	\$1,000
5-6	3 BDR	\$1,500

Tenants may also choose a payment for actual, reasonable moving and related expenses up to the allowance amount. Applicants may elect to pay the moving costs directly for later reimbursement by the City or choose the allowance. One half the moving expenses will be paid when the displaced household moves into the temporary unit with the remaining half paid upon re-occupancy of the original unit. Any costs incurred must be documented **and** receipts **and/or paid invoices** are mandatory.

Storage Unit: Tenants will receive a list of onsite and offsite storage facility options **determined to be necessary and reasonable by the program**. These costs are reimbursable by the Program.

Meals: Displaced tenants are responsible for all food/meal costs if they are relocated to a unit with cooking facilities. When kitchen access is not feasible, the Program will pay for reasonable out-of-pocket expenses at the per diem rate of \$30 a day per adult and \$12 a day for children 12 and younger. Receipts are mandatory.

Out-of-Pocket Expenses: Other reasonable out-of-pocket expenses may include those related to the following:

- **Transportation of the tenant and tenant's family.**
- **Packing, moving, and unpacking of household goods.**
- **Disconnecting and reconnecting household appliances and other personal property (e.g. electricity, cable, internet, and phone).**
- **Storage of household goods.**

INELIGIBLE EXPENSES

Lost Rental Income: Owners of rental properties with temporarily displaced tenants will not be compensated for lost rental income during the time the renter is relocated.

Rental Expenses Not Pre-Approved: Rental expenses beyond the parameters outlined in this policy must be pre-approved by the Program prior to the tenant **or applicant** incurring the cost.

Note: Tenants not receiving complete relocation advisory services documenting this requirement may be eligible for the full amount of incurred expenses.

Undocumented Rental Expenses: Claims for rental expenses submitted without source documentation are ineligible for payment or reimbursement.

URA NOTIFICATIONS

To meet HUD URA requirements, program notifications must be made at critical points during the construction and relocation process. Before initiating program activities, the Program must provide a General Information Notice (GIN) informing tenants of URA requirements and rights. This notice is crucial and will be presented during the application process so that tenants do not become permanently displaced as a result of rehabilitation, elevation, **reconstruction, or** environmental remediation activities. Proof of receipt in a timely manner by the tenant is also required.

Tenants will also receive a Notice of Non-Displacement stating ~~whether~~ they will be temporarily relocated after the property owner has approved the scope of work. If a tenant must be temporarily relocated, documentation of receipt demonstrates that tenants were

informed of their rights, guarantees to return under reasonable terms, and the availability of eligible relocation costs. A Notice of Eligibility for Relocation Assistance **can also** serve as ~~the~~ **90-day a 30-day (or more)** notification to move explaining the reason for the move, the estimated timeframe for temporary relocation, the availability of Relocation Advisory Services, and a list of eligible expenses as described above. Documentation of this notice to displaced households establishes the eligibility date for incurring temporary relocation costs, and a date by which to monitor project progress.

TENANT LOCATION METHODOLOGY PROCESS

In the event, a tenant cannot be located at the onset of application intake or prior to CDBG-DR award assistance, the City will exercise the following methodology in location of these tenants in the following sequential order:

- **Contact the applicant to obtain including a list of tenants if rental property was occupied at the time of the storm (and/or at the time of application for assistance, if applicable) if this information has not been previously provided to the program. In addition, the owner will be required to provide the program with the tenant's contact and household information (to include mailing address), pre-relocation lease, and utility information for each occupied unit.**
- **At least 3 Verbal phone call/voicemail attempts and 2 follow-up emails (if an email address is available) to last known contact number (and/or emergency contact) and email address during a 15-day period. A record of all attempts (dates, times, and contact information utilized) to locate the tenant must be maintained in the system or record and/or tenant's relocation file.**
- Certified mail written correspondence indicating the need to contact the City within 15

business days of letter's receipt as a previous tenant of to be assisted property for tenant payment;

- If **the certified** letter returns unsuccessfully delivered, e.g., "return to sender", then the City will **utilize** ~~seek~~ social media methods to locate the tenant such as but not limited to: LinkedIn; **Facebook**; etc. Supplemental to these efforts, the city will also search the Social Security Death Index.
- If unsuccessful, the City will then complete and pay for a "skip trace" transaction to locate the tenant.
- If all above fails, the City, as a last good-faith effort will place a **public notification** ~~personal ad~~ in the largest, Columbia Local newspaper seeking the person's acknowledgement of the ad and the final attempt to locate the tenant for payment. **This notification shall run for a period of not less than 30 days. A tear sheet and/or affidavit of publication must also be uploaded to the system of record and included in the project files.**

The City will complete all compliant steps to pay tenant relocation assistance during normal URA proceedings. The above applies to when a tenant is no longer living **at the dwelling unit to be assisted with the program.**

TIMEFRAME FOR TEMPORARY RELOCATION

Eligible tenants will be **provided** ~~given a 30 up to 90~~ -day notice to relocate in advance of the contractor initiating rehabilitation work. The length of time for relocation will be determined by the scope of work and will be communicated to the displaced household for planning purposes. All displaced households will be notified in writing when construction of the rehabilitation is **complete**, and the displaced household can return home. The displaced household will be given

A Tenant **Return Home** Notice ~~Move-in-Notice~~ when it is safe to return and re-occupy the unit. **The tenant will have 30 days from the date on the notice to return to their pre-relocation unit. Costs incurred beyond this timeframe may not be reimbursed or paid by the city unless reasonable and necessary.**

RELOCATION ADVISORY SERVICES

Case managers will offer the following relocation advisory services:

- Meet with tenants to establish a **Household Case** ~~Site Occupant~~ Record that assesses and documents their relocation needs.
- Ensure that all required notices (GIN, Notice of Non-Displacement, ~~Eligibility/90~~ **30-**

Day Notice) and receipt of these notices are adequately documented.

- Work with temporarily displaced tenants to identify **and inspect** available, affordable housing units meeting the needs of the household and provide a list of Comparable Replacement Dwellings.
- Review and pre-approve all temporary relocation expenses to ensure that all relocation claims are eligible and complete.
- Provide assistance completing claim forms.
- Request all source documentation from tenant to support each relocation claim. Unsupported claims will not be paid.
- Coordinate relocation activities to ensure that temporary relocation payments are made in a timely manner.
- Collect and review lease information and beneficiary data upon re-occupancy of the original unit (**post-relocation lease, utility information, etc.**).

It is important to note that all forms of relocation advisory services including, but not limited to, phone calls, attempted phone calls, emails, letters, notifications, personal interviews, site visits, inspections, etc. must be documented in the system of record and/or contact log with sufficient and appropriate detail.

PAYMENT PROCESS

~~Prior to tenant~~ **Before** reimbursement, the case manager must pre-approve as necessary and reasonable all temporary relocation costs. Without pre-approval, expenses incurred by tenants may not be reimbursed **unless tenants were not adequately advised regarding this policy in advance of the temporary relocation.** In all cases each relocation expense must include source documentation such as rental agreements or leases, invoices, cancelled checks, and receipts. No relocation payment or reimbursement will be made without appropriate documentation. Occupants are responsible for filing all claim forms within thirty (30) days of incurring the expense and will be required to acknowledge all relocation benefits received upon re-occupancy. Detailed procedures for direct payments to tenants are described in the Residential Rehabilitation Procedures.

INSTALLMENT PAYMENT PROCESS

~~The City will adhere to the current Maximum Replacement Housing Payment for 90-day residential tenants:~~

- ~~• Length of occupancy requirement to receive Replacement Housing Payment for homeowner occupants is reduced from 180 to 90 days;~~
 - ~~• Maximum Replacement Housing Payment for displaced 90-day homeowner occupant increased from \$22,500 to \$31,000; and~~
 - ~~• Maximum Replacement Housing Payment for displaced 90-day residential tenant increased~~

~~from \$5,250 to \$7,200.~~

- ~~• Note: Housing of Last Resort – exceeding caps is common.~~
- ~~• Statutory Changes – Non-residential Effective 10/1/14~~
- ~~• Maximum Re-establishment Expense Payment increased from \$10,000 to \$25,000.~~
- ~~• Maximum Fixed Moving Expense Payment increased from \$20,000 to \$40,000~~

INSTALLMENT PAYMENT PROCESS

The City will adhere to **the current HUD payment threshold of \$7,200 for replacement housing payments for permanent displacement for 90-day residential tenants unless Housing of Last Resort is documented and necessary.** In addition, the maximum moving expense will not exceed \$40,000. Relocation payments to tenants will be made as follows:

-For rental assistance payments of \$500 or less, the payment will be made in 2 installments of equal distribution (the same amount) spanning a 4-month interval. The first installment of up to \$250 will be made to cover the expenses for the tenant's initial deposit and 4 month's rent which shall be made directly to the tenant ~~landlord~~. The second installment will be made directly to the tenant on month 5 for the remainder of the balance.

-For rental assistance payments of \$501 or more, the payment will be made in 3 installments of equal distribution (the same amount) spanning a 6-month interval. The first installment will be made to cover the expenses for the tenant's initial deposit and 1st and 2nd month's rent which shall be made directly to the tenant ~~landlord~~. The second and third installments will be made directly to the tenant at months 3 and 6.

If the tenant uses the replacement housing payment for down-payment assistance, the case manager will assist the tenant during the closing process and will collect copies of the HUD-1 Settlement Statement, list of closing disbursements, and executed deed. Down payment assistance will be provided in a lump sum payment directly to the tenant to reimburse closing costs and/or closing agent based upon the list of disbursements for each closing.

OPTIONAL RELOCATION POLICY FOR TEMPORARY HOMEOWNER DISPLACEMENT AS A RESULT OF REHABILITATION OR RECONSTRUCTION

COLUMBIA HOMEOWNER ASSISTANCE PROGRAM (CHAP) AND MINOR REPAIR PROGRAM

Revision Approved 4/20/20

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) applies to federally assisted acquisition, **demolition**, or rehabilitation activities that displace residents, either temporarily or permanently. Program activities will be planned and implemented in a manner that minimizes, to the extent possible, the time residents need to vacate their home. **Due to the voluntary nature of the city's CDBG-DR housing programs, owner-occupants are not eligible to receive relocation assistance unless the city provides this assistance in accordance with an approved Optional Relocation Policy. For this reason, t**The City has adopted this optional Relocation Policy to assist homeowners **voluntarily participating** in **the city's CDBG-DR funded** residential ~~rehabilitation~~ programs while construction, reconstruction, or environmental remediation activities are taking place in the homes. These optional policies and procedures provide homeowners with assistance for lodging as dictated by household needs including the number of persons, **accessibility requirements, and/or other special needs** ~~displaced and whether any member of the household is disabled or of special needs~~. Moving services and storage facilities **may also** ~~also may~~ be provided **if determined by the program to be necessary and reasonable.** ~~by an approved contractor.~~

~~process. At the application intake session homeowners receive and sign an acknowledgement of receipt of the General Information Notice (GIN) informing them of URA requirements and rights: The Notice of Non-Displacement will be issued to the homeowner at the scope approval walk-through; signature of receipt is required. At this time, the case manager will assess and document household needs; provide the homeowner with a list of rental units and extended stay hotels; review claim forms and how to complete them; and discuss how assistance will be calculated and payment distributed.~~

Evaluation of Temporary Relocation Needs for Owner-Occupants

The program assigned inspector, in conjunction with the construction manager, will review the scope of work (and any subsequent change orders) to determine if the rehabilitation work can be safely performed while the unit is occupied by the owner. If it is determined that the occupant must be temporarily displaced, the Construction Manager will determine the duration of the displacement. This information will be provided to the Case Manager who will initiate the temporary relocation process. The following guidelines will be used by the construction manager in determining the need for temporary displacement of owner-occupants during the rehabilitation process:

- The contractor must be able to restore the occupant's home to a livable standard at the end of each workday. A livable standard means that occupants must have the use of a kitchen, bathroom, electricity, natural gas and running water.**
- At all times, the contractor must be able to implement safe work practices in compliance with federal and state requirements to protect occupants from environmental hazards resulting from remediation work, such as asbestos and lead based paint removal.**

- **At the completion of hazard remediation work, the contractor must obtain certified clearance that the property is free from environmental hazards. This must be completed before occupants are allowed to reoccupy their unit.**

Owner-occupants shall be required to temporarily relocate if any of these conditions cannot be met by the contractor during the course of rehabilitation work. All temporary relocation of owner occupants must be carefully coordinated between the construction and case managers in order to minimize the timeframes for displacement and inconvenience to the occupant.

Notification of Temporary Relocation Assistance

Homeowners that require temporary relocation assistance to offset existing costs will be notified in writing if they are eligible for optional relocation assistance. ~~must be temporarily relocated, these notices demonstrate that they were informed of their rights and the availability of relocation assistance.~~ **Occupants will receive a Notice for Temporary Relocation Assistance will be provided** at the pre-bid meeting. This notice identifies the amount of the relocation assistance and the estimated construction timeframe as determined by the scope of work and contractor availability. It also informs the owner of the date they must vacate the premises for construction to begin, a minimum of 30 days in advance. Signature of receipt is required. Documentation of this notice establishes the eligibility date for incurring temporary relocation costs and a date by which to monitor project progress. If applicable, the homeowner may receive an advance of up to two month’s assistance at the time the Grant Agreement is executed with the City of Columbia. All **temporary replacement** housing must be inspected to ensure it is decent, safe, and sanitary before any housing assistance payments are made.

~~The monthly Homeowner housing allowance will be based on the HUD Fair Market Rent as follows:~~

HUD Fair Market Rent Richland County, South Carolina					
FY 2019		1-BR	2-BR	3-BR	4-BR
		\$838	\$959	\$1255	\$1571

Category	Number of occupants
One Bedroom	1-2 occupants
Two Bedroom	2-4 occupants
Three Bedroom	4-6 occupants

Four Bedroom	6+ occupants
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Owner-Occupants

For temporary relocation (12 months or less) the CDBG Disaster Recovery case manager will assist the displaced owner-occupied household in locating rental units that do not to exceed HUD’s Fair Market Rent (FMR) for Richland County (see table below). To determine the appropriate size of the rental unit, the number of bedrooms allowable is based upon the number of bedrooms that the displaced household currently occupies unless tenants were living in an under-housed situation. In that case the City must locate a suitable dwelling that meets the owner’s needs in accordance with the guidelines established in Appendix A. All units must be inspected and found to be decent, safe, and sanitary and the case manager will determine whether under-housing exists. If an owner-occupied displaced household chooses to rent a unit where the lease exceeds the Fair Market Rent (FMR), the displaced **owner-occupant** resident will pay the difference between the FMR and the amount of rent specified in the lease agreement.

HUD Fair Market Rent Richland County, South Carolina					
FY	Efficiency	1 BR	2 BR	3 BR	4 BR
2019	\$671	\$838	\$959	\$1255	\$1571

All rental agreements must be in writing and approved by the Program in advance to ensure that the terms and conditions of the lease agreement are necessary, reasonable, and consistent with the anticipated length of time for construction.

~~URA program notifications must be made at critical points during the construction and relocation~~
Construction scopes of work for the Minor Repair Program include costs for content manipulation and/or moving to an on-site storage facility if necessary. Homeowners in the Columbia Housing Assistance Program (CHAP) may require commercial movers for whole house moving and storage. In this instance, the Program will allocate a moving and storage allowance based on the number of bedrooms. The table below is for a one-way move.

Number of Occupants	Number of Bedrooms	Total Allowance
1-2	1 BDR	\$500
3-4	2 BDR	\$1,000
5-6	3 BDR	\$1,500

Upon completion of construction or those activities that generated the relocation, displaced

households will receive a written notice that they may return home and that relocation expenses will end in 30 days. It is the responsibility of the displaced homeowner to move within the allotted timeframe. **Expenses incurred beyond this timeframe will not be reimbursed unless pre-approved by the program in advance of incurring the expense.**

FINANCIAL HARDSHIP POLICY

This policy applies within the optional relocation to owners and not tenants, when there may be instances when a homeowner will notify their CDBG-DR Case Manager to notify them they cannot afford to continue household bill payments of their home in addition to the temporary relocation costs associated with the rehabilitation of the home, as this would create and pose a financial hardship. The definition of Financial Hardship is a situation when the applicant states and documents in writing their current gross income cannot adequately support both current living household expenses AND temporary relocation living costs. If proof is provided that the current household bills, which include monthly mortgage and/or rent and utilities bills exceed 30% of their gross income, then this meets the definition of financial hardship.

In order for this condition to apply, the applicant must notify their case manager in writing of the demonstrated undue hardship. If agreed, the Case Manager will complete the appropriate documentation and calculate the applicant's monthly household bills to reflect greater than 30% of the gross income, then the Request to Advance the Temporary Relocation will be submitted for payment request to be made in advance and not as a reimbursement. This payment will be made in one (1) month advance installments. After this payment is received by the applicant, it is the applicant's responsibility to provide the required supporting documentation within fifteen (15) business days to their case manager in order to receive the next 30-day advanced payment. If there is no additional advanced payment required and the applicant does not submit the required supporting documentation for the advanced payment, then this advanced payment is due back to the City. The required documentation shall include but not be limited to executed lease agreements; dated payment receipts; current utility bills at the temporary living location address.

PAYMENT PROCESS

Before reimbursement the case manager must pre-approve as necessary and reasonable all temporary relocation costs. Without pre-approval, expenses incurred by Homeowners may not be reimbursed. In all cases each relocation expense must include source documentation such as rental agreements or leases, invoices, cancelled checks, and receipts. No relocation payment or reimbursement will be made without appropriate documentation. Occupants are responsible for filing all claim forms within thirty (30) days of incurring the expense and will be required to acknowledge all relocation benefits received upon re-occupancy.

The initial payment will include an allowance for two months lodging and initial moving and storage fees if applicable. Thereafter, the Homeowner must present expense receipts, which will determine the amount of the next draw, up to the amount identified in the Grant Agreement.

Disaster Recovery assistance is not subject to federal tax.

The following procedures apply to both tenant and homeowner relocation benefits:

FAIR HOUSING

The Columbia CDBG Disaster Recovery Program fully complies with all Housing and Urban Development (HUD) regulations governing Fair Housing and Equal Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination during the implementation of any Columbia CDBG Disaster Recovery Program. Displaced households who believe they have suffered illegal discrimination should contact the Community Development Department immediately for review and assistance in filing a complaint with the HUD Office of Fair Housing and Equal Opportunity.

REASONABLE ACCOMMODATIONS

All forms, written materials, and verbal communications with displaced households will be made available in the household's primary language. Applicants with disabilities, a Limited English Proficiency, or who require reasonable accommodations should contact the City of Columbia ADA Coordinator (Section 504) Gardner Johnson at 803-545-4625 or by email at gjohnson@columbiasc.net.

GRIEVANCE PROCEDURES

Your acceptance of the amount offered you by the program *does not* limit your right to appeal the determination of the amount of your relocation assistance. If you disagree with the Program's decision concerning your right to relocation assistance, the amount of a payment, or the adequacy of the housing to which you have been referred, you may appeal the decision as described below.

Methods and Time Limits for Initiating an Appeal

If your appeal concerns your eligibility or the amount of a payment, you must file your appeal within 30 days after the program notifies you of its determination on your claims.

If your appeal concerns an alleged failure to provide appropriate housing referrals or properly inspect the replacement dwelling, you must file your appeal within 30-days after you have been displaced from your home or apartment.

You may make a request to the program, either orally or in writing. The program will offer you the opportunity for an oral presentation within 15 days of your request. If the program does not grant your grievance, you will be so notified and informed you have the right to make a written appeal. The request for an oral presentation does not entitle you to any postponement of displacement.

You may also file a written request for review that includes a statement of fact or other material you believe has a bearing on your appeal. You may be granted additional time to prepare material for review, so you have at least 30 days from the date of notification of the decision concerning your appeal. After you have submitted the new information in support of your request, the Program will reach a decision within 30 days.

The Program will send you a copy of the decision, a statement of the facts and legal basis upon which it is based, a description of how any payments or relief will be provided, and, if your appeal was not totally granted, a statement of your right to appeal the Program's decision and where to file such an appeal.

APPEALS

At a minimum, you will have 30 days to file your appeal with the Program after you receive written notification of the determination on your claim. Your appeal must be in writing. If you are a low- or moderate-income person and are dissatisfied with the determination on your appeal, you may request administrative review of that decision. In any review of your appeal by the Program, you have the right to be represented by a lawyer or other counsel, and you may appeal any final decision to the Department of Housing and Urban Development (HUD) at the following address:

Department of Housing and Urban Development (HUD)
Strom Thurmond Federal Building
1835 Assembly Street, 13th Floor
Columbia, SC 29201-2480

Appendix A

Determining Unit Sizes for Relocation

APPENDIX A- Determining Unit Sizes for Relocation

URA case management staff will consider the following alternatives in determining the appropriate unit size for temporary and permanent relocation of displaced households:

Revision Approved 4/20/20

- **Number of persons**
- **Relationship of persons**
- **Gender and age of persons**
- **Need to avoid overcrowding, maximize the use of space, and minimize the subsidy costs**

Generally, no more than two persons will be required to occupy a bedroom. Children may share a bedroom with a parent, if the parent so wishes. The decision is made by the parent.

All children expected to reside in the unit must be counted (e.g. unborn children, children in the process of being adopted, foster children, children who are subject to a joint custody agreement and live in the unit at least 50% of the time). In addition, the following situations will be considered:

- **Live-in attendants, foster children, and children who are temporarily absent due to placement in a foster home are also counted when determining unit size**
- **Children who are away at school, who live with the family when school recesses, may be counted**
- **Adult children on active military duty and permanently institutionalized family members are not included in the bedroom count.**

The maximum number of bedrooms used to provide temporary rental assistance is as follows:

- **1 BR for head of household/spouse/partner**
- **1 BR for every two children of the same gender**
- **1 BR for an only child**
- **1 BR for multi-generational member or other adult**
- **1 BR for approved live-in aides**

Tenants may request to be assigned a larger unit as a reasonable accommodation. Such requests must be made in writing to the Program. In all cases, local, state, or federal rules, regulations, or ordinance will take precedence over the above stated policies should a conflict arise.

For required URA letters, please see Appendix B and Appendix B Supplemental.