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# Uniform Relocation Act (URA) Policy Manual

State of North Carolina

## Revision History

Version	Revision Description	Release Date
1.0	Original Version	01 / 01 / 2019
2.0	Reorganized manual; updated information on current URA waivers provided in Federal Registers; increased information about relocation services and notices; added specific information on URA processes within NCORR programs; removed information on optional assistance (not required by URA) provided by Homeowner Recovery Program; modified appeals procedures to conform to URA requirements.	04 / 08 / 2021
3.0	Made corrections, added Federal Register for Tropical Storm Fred, specified that this manual does not apply to NCORR's Temporary Assistance (TRA) program, added HUD guidance on permanent dwelling requirement, added payments based on percentage of lawfully present household members, added payment policies, defined ION dates.	08 / 17 / 2022
4.0	Made corrections and updates. Provided link to updated RARAP. Revised payment policy. Revised the copies of tenant notices sent to landlords. Clarified that tenant income not required but needed for base rent calculation if LMI; also if income not provided, will base national objective on property owner applicant. Removed tables of forms to reduce need to update manual frequently. Added some citations. Added section on Community Development programs.	11 / 16 / 2023

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# 1.0 Introduction

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## 1.1 OVERVIEW

The North Carolina Office of Recovery and Resiliency (NCORR) administers storm recovery efforts funded with Community Development Block Grant Disaster Recovery (CDBG-DR) and CDBG-Mitigation (CDBG-MIT) funds. These funds have been provided to NCORR by the U.S. Department of Housing and Urban Development (HUD) to assist the state with the recovery and mitigation efforts needed to combat the damage inflicted by recent presidentially declared disasters. NCORR's programs encompass housing and infrastructure programs that involve the voluntary participation of property owners who apply to NCORR for assistance. If a property owner has tenants, the tenants will be considered involuntarily displaced. The displacement may be temporary or permanent depending on the type of recovery and mitigation activity. URA will apply to both residential and non-residential tenants.

In order to assist displaced households and businesses and achieve compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (URA), 49 CFR Part 24, as amended, and the U.S. Department of Housing and Urban Development's Handbook 1378, Tenant Assistance, Relocation and Real Property Acquisition, NCORR's programs have adopted relocation assistance policies and practices applicable to the Uniform Relocation Act. This manual contains the NCORR policies regarding relocation assistance as required by HUD regulations.

In accordance with HUD's programmatic requirements and NCORR's [Residential Anti-Displacement and Relocation Assistance Plan](#), NCORR is committed to minimizing the displacement of persons whose storm-impacted properties are assisted with CDBG-DR and/or CDBG-MIT funds. The purpose of the URA Policy Manual is to provide program staff and contractors with guidance for the implementation of program activities to ensure compliance with the URA and HUD acquisition and relocation regulations.

As part of a family of cross-cutting statutes, which apply to CDBG-DR and CDBG-MIT assisted projects, the URA's objectives include:

- To provide uniform, fair, and equitable treatment for those impacted by the federally-assisted project,
- To ensure relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement,
- To ensure that no individual or family is displaced unless decent, safe, and sanitary housing is available within the displaced person's financial means,
- To help improve the housing conditions of displaced persons living in substandard housing, and
- To encourage and expedite acquisition by agreement and without coercion.

## 1.2 GUIDING PRINCIPLES FOR IMPLEMENTING URA

### Applicability

As a recipient of federal funds, NCORR will comply with the requirements of the URA and associated regulations notated/referenced in 49 CFR part 24. The activities described in this manual apply to NCORR-administered programs providing direct services to applicants such as the Strategic Buyout Program and the Homeowner Recovery Program. Other NCORR programs, such as Multifamily and Affordable Housing Development, Public Housing Restoration, and Infrastructure Recovery, serve the



community and its residents indirectly, through subrecipient and other agreements. In this case, NCORR will work with these other entities to ensure the requirements of the URA and/or other applicable relocation requirements are met.

This manual does not cover any optional assistance per 24 CFR 570.606(d) provided by NCORR to applicants who voluntarily participate in NCORR programs and who are not required to be served under URA. Applicants who receive assistance under NCORR's optional Temporary Relocation Program (TRA) are not eligible for URA and TRA program activities and requirements are not covered in this manual.

## Compassionate and Considerate URA Case Management

Every applicant, property owner, or tenant has a story related to the disaster from which they are recovering or the circumstances for their current living situation, whatever they may be. Both applicants and tenants impacted by NCORR's programs will be treated with dignity, respect, and professionalism in all interactions.

## Tenant Support and Understanding

Tenants who are entitled to benefits under the URA are being involuntarily uprooted from their living situations, and most people faced with this situation will feel a sense of uncertainty and a lack of control over this process and their new situations. Program staff understand this is a challenging time for the tenants and that they may be required to make some changes that are disruptive and disorienting. The process of moving can be onerous and time-consuming, whether for a temporary or permanent move. To ease these transitions, NCORR will establish clear protocols requiring URA staff to communicate requirements, next steps, and status updates to keep tenants as informed as possible through the process.

## Property Owner Support and Understanding

Applicants who are property owners may have experienced multiple damaging storms. In response to the related loss of property, many applicants may have submitted multiple applications for different federal, state and/or private assistance. Now that they have applied for CDBG-DR or CDBG-MIT assistance, they may or may not be nearing the end of their long road to recovery.

Compliance with the URA will require additional documentation and participation from both NCORR program applicants and their tenants. Program staff will be mindful of the stress experienced by storm survivors. URA and program staff will strive to make the URA process as effortless and smooth as possible for property owners and tenants.

## Identifying Tenant Occupants in Applicant Properties

Program staff will take every step possible, as applicable, to minimize the direct and indirect displacement or potential impacts of displacement to persons. However, property owners who apply to an NCORR program may have tenants occupying the properties eligible under the program. These tenants may be displaced if the eligible property owner chooses to participate in an NCORR program. In such cases, **property owners are responsible for informing program staff at the time of application submission of any tenants residing in the property** so that program staff can provide URA services as quickly as possible. It is critically important to identify tenants as early as possible after an applicant applies to an

NCORR program. Failure to identify tenants early can result in the delay of needed advisory services to tenants, the delay of program activities, and findings of non-compliance from HUD. Once a tenant has been identified, as soon as it is programmatically feasible, the programs will provide persons who may be displaced with a General Information Notice (GIN) which informs such persons of their federal rights to relocation assistance under the URA, if determined eligible.

### 1.3 REGULATORY REQUIREMENTS AND UNIFORM RELOCATION ACT (URA)

NCORR’s programs will be implemented in accordance with all HUD requirements including, but not limited to, the requirements as outlined in the following Federal Register Notices and corresponding Public Laws. At times, Federal Register Notices incorporate requirements published in previous notices. In these instances, NCORR also follows the applicable previous notices. Many of the notices refer specifically to URA requirements and/or waivers (see section 1.4 on waivers).

**Table 1: Federal Register Allocations to North Carolina**

Federal Register	Public Law or Regulation	Presidentially Declared Disasters	General Purpose	Funding Allocation
88 FR 3198, 1/18/2023	PL 117-180	Fred	Disaster recovery and mitigation	\$5,211,000
87 FR-31636, 5/24/2022	PL 117-43	Fred	Disaster recovery and mitigation, waivers, requirements	\$7,975,000
87 FR 36869, 6/21/2022 “MIT Omni Notice	PL 115-123 PL 115-254 and PL 116-20	Mitigation	Mitigation: waivers and alternative requirements	
84 FR 45838, 8/30/2019 “Main CDBG-MIT Notice”	PL 115-123	Mitigation, Matthew, and Florence	Mitigation; Sec. 414, consistency with URA so and 104(d) waived, and other waivers	\$168,067,000
85 FR 60821, 9/28/2020 “2020 Omni Notice”	PL 114-254, PL 115-123, and PL 116-20	Mitigation, Matthew, and Florence	Duplication of Benefits (DOB) regs apply; CDBG-MIT substantial amendment requirements	
86 FR 561, 1/6/2021	PL 116-20	Mitigation, Matthew, and Florence	Funding allocation, waivers	\$34,619,000
82 FR 5591, 1/18/2017	PL 114-254	Matthew	Funding allocation	\$198,553,000
81 FR 83254, 11/21/2016	--	Matthew	Program requirements	--



Federal Register	Public Law or Regulation	Presidentially Declared Disasters	General Purpose	Funding Allocation
82 FR 36812, 8/7/2017	PL 114-254 and PL 115-31	Matthew	Funding allocation, Action Plan requirements, new national objective for Strategic Buyout	\$37,976,000
84 FR 28836 and 84 FR 28848, 6/20/2019	Implements part of PL 115-254; applies to all CDBG-DR grants between 2015 and 2021	All	DOB, new subsidized loan rules	
85 FR 4681, 1/27/2020	PL 115-254 and PL 116-20	Florence	Funding allocations; may use funds for Hurricane Matthew too, Sec. 414 waiver	\$336,521,000 and \$206,123,000
83 FR 5844, 2/9/2018	PL 114-254 and PL 115-31	Florence and Matthew	Action Plan requirements for Florence re: planning, LMB and LMHI, Sec. 414 waiver, other waivers	
83 FR 40314, 8/14/2018	PL 115-123	Florence	Waiver of Sec. 414, conditions to mitigate risk, period of affordability, etc.	
84 FR 4836, 2/19/2019	PL 114-254 and ;PL 115-31	Matthew	Sec. 414 waiver for 2016 storms, other waivers	

The Uniform Relocation Assistance and Real Property Acquisition Act (URA), as implemented by 49 CFR Part 24, is a federal law that establishes minimum standards for federally funded programs and projects that involve the acquisition of real property (real estate) or displaces persons from their homes, businesses, or farms due to federally funded activities. The URA's protections and assistance apply to any property owners or tenants who are involuntarily displaced due to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. Because NCORR's programs will be funded with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) and/or Community Development Block Grant Mitigation (CDBG-MIT) funds, NCORR must provide URA relocation benefits when circumstances involve the involuntary displacement of eligible program participants or their tenants. In addition to 49 CFR Part 24, NCORR also follows the additional guidance provided by HUD for implementing URA regulations in their Tenant Assistance, Relocation, and Real Property Acquisition Handbook (1378.0).

NCORR also relies on the following regulations, plans, and laws that affect the provision of relocation assistance and how those requirements are implemented in NCORR programs:

- Community Development Block Grants, Eligible Activities, General Policies (24 CFR Part 570),

- HUD Notice CPD-14-09: Changes to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) payment Limits and Replacement Housing Payment Eligibility Criteria. Effective October 1, 2014. –
- The State of North Carolina CDBG-DR Action Plans and the State of North Carolina CDBG-Mitigation Action Plan, and associated amendments.
- Applicable NCORR program policy manuals and associated revisions.

### 1.3.1 National Objectives

Relocation activities may address national objectives by benefitting low- and moderate-income households with an income at or below 80% of area median income (AMI) or Urgent Need for households with incomes over 80% AMI. Therefore, relocation activities plan to meet national objective requirements under the following activities and national objective codes:

- **Low/Mod Income (LMI)** - Activities that meet the LMI objective must benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size. Income is determined and verified in accordance with HUD Guidance. The most current income limits, published annually by HUD, are used to verify the household income of each applicant applying for assistance at the time assistance is provided.
- **Low/Mod Housing (LMH)** - Provides funds for the purchase of eligible storm-damaged property from LMI households that will result in a new permanent residential housing situation.
- **Urgent Need Mitigation (UNM)** - Provides funding for the purchase of eligible storm-damaged property at the current Fair Market Value from owners whose household income exceeds the 80% threshold for LMI. This code is specifically for activities funded by the CDBG-MIT grant. It includes projects which pose a serious and immediate threat to the health or welfare of the community, are of recent origin or recently became urgent, and are unable to be otherwise financed.
- **Urgent Need (UN)** – An activity that meets other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

Income eligibility is not a requirement to receive URA benefits. If tenant income is unavailable, the national objective of the program applicant will apply to the tenant's URA activities (see 24 CFR 570.483(e)(3)).

### 1.3.2 Fair Housing

The federal Fair Housing Act requires that no person is excluded from participation in, denied the benefit of, or subjected to discrimination in any housing program or activity because of their race, color, religion, familial status, national origin, sex (including gender identity and sexual orientation), or disability. NCORR and its contractors will treat all applicants and participants in a manner that complies with the federal Fair Housing Act, the Civil Rights requirements of Title I of the Housing and Community Development Act, the North Carolina Fair Housing Act (NC Gen. Stat. 41A), and other related acts. NCORR, in compliance with these laws, has enacted measures that include:

- Activities and certification that its programs will affirmatively further fair housing;
- Reviewing and remediating fair housing complaints related to NCORR's programs, and direct those complaints to HUD or another appropriate agency if requested by the aggrieved individual; and

- Administering NCORR programs in accordance with NCORR's Fair Housing Policy.

### 1.3.3 Limited English Proficiency

NCORR is committed to ensuring meaningful access to its services, programs, and activities for persons who have Limited English Proficiency (LEP). URA specialists will identify tenants who have difficulty speaking, reading, writing, or understanding English and will ensure that the following services are available to them in accordance with the NCORR Language Access Policy:

- Provision of an interpreter who translates to and from the person's primary language.
- Translation of program documents.

If needed, URA specialists will use available translation resources to communicate effectively with persons with limited English proficiency.

### 1.3.4 Accessibility and Reasonable Accommodations

NCORR program staff and the URA team will ensure that advisory relocation services and all implementation of URA requirements will be accessible to all persons with special needs and will operate in a manner that does not discriminate or limit access to URA services and benefits to persons with disabilities. So that URA services are operated in compliance with Section 504 requirements of the Rehabilitation Act of 1973 (Rehab Act) and the Americans with Disabilities Act (ADA), NCORR will:

- Provide facilities that are readily accessible and usable by persons with disabilities where they may have interaction with program staff.
- Provide written and verbal communication assistance to tenants with a disability or limited proficiency with the English language, including sign language, braille, interpreters, etc.
- Consider home visits or other similar alternatives to assist tenants who are homebound or cannot access a ReBuild NC Center as needed.
- Provide accommodations as soon as practicable to any tenant with an apparent hearing, visibility, or mobility limitation.
- Work with an authorized designee of a tenant or household member, when needed, such as those designees with a valid power of attorney or legally authorized representative.

All services listed above will be provided upon verbal or written request from the tenant or the tenant's designated representative. Tenants who require reasonable accommodations should contact their designated URA specialist. In addition, NCORR complies with the Rehab Act's Section 508 requirements regarding the accessibility to electronic and information technology for individuals with disabilities.

### 1.3.5 Duplication of Benefits

Duplication of benefits (DOB) refers to the provision under the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) that prohibits any person, business concern, or other entity from receiving financial assistance from federal disaster funds with respect to any part of a loss resulting from a major disaster if that person or entity has already received financial assistance under any other program, insurance, or another source for the same purpose.

NCORR's programs will comply with HUD's requirements for DOB assessment of disaster assistance received for each tenant. Any assistance found to be duplicative of the URA assistance will be deducted from the award/payments.

## 1.4 WAIVER REQUIREMENTS

For the purposes of promoting the availability of decent, safe, and sanitary housing and expediting disaster recovery and rehousing efforts, and to allow NCORR to apply URA rules and award amounts to similarly situated property owners and tenants, HUD has provided a series of waivers. NCORR will follow the requirements of granted waivers as outlined by HUD in the published notices, regulations, and guidance when providing relocation services and benefits.

Examples of key waivers granted that affect NCORR's implementation of relocation assistance include:

- In order to ensure that there are no discrepancies in relocation assistance based on conflicting regulations, HUD has determined that the URA regulations at 49 CFR Part 24 apply, rather than the Section 104(d) (see Definitions and Acronyms) regulations at 24 CFR Part 42, subpart C., 104(d) regulations.
- The one-for-one replacement requirement under Section 104(d) is waived for lower income units, damaged by the disaster that meet NCORR's definition of "not suitable for rehabilitation" (see Definitions and Acronyms section). As of 87 FR 36869, 06/21/2022, at 36872, V., for CDBG-MIT funds, this one-for-one waiver will apply to units that may be removed from an area at risk of current and future storm damage. ReBuild NC Property owner applicants served with CDBG-MIT funds will not have to demonstrate storm damage.
- Section 414 of Stafford Act is waived. This section which would have required that URA assistance be provided to any eligible resident even if they did not meet the URA occupancy requirements due to the disaster. This waiver applies to real property acquisition, rehabilitation, or demolition activities that commenced more than one year after the presidentially declared disaster. This waiver means that URA relocation benefits will be provided to eligible displaced persons after the formal commencement of the CDBG-MIT or CDBG-DR program that meets the waiver requirements. NCORR is implementing URA in accordance with this waiver which is "option (b)" according to 85 FR 4688, 1/27/2020, at 4687-88, IV.C.2.
- NCORR monitors Subrecipient performance and compliance with URA and SRA requirements in accordance with NCORR's Compliance and Monitoring Manual. NCORR provides technical assistance to subrecipients based on an assessment of need.
- The regulations waive the requirement for the development of an optional relocation plan by NCORR's subrecipients. Subrecipients are required to comply with 49 CFR Part 24.
- Lastly, regulations waive the "arm's length" requirements. The ReBuild NC Strategic Buyout Program is the only NCORR program using the acquisition activity. Participation by property owners is voluntary in SBP (see section 2.2), offers are made based on the appraised current fair market value, and owners may choose to reject the offer to purchase the property. If tenants occupying the property are displaced through an SBP acquisition, they will receive relocation assistance under URA.

## 1.5 SUMMARY OF NCORR PROGRAMS AND URA APPLICABILITY

NCORR is implementing several disaster recovery and mitigation programs. These programs are funded with CDBG-DR and/or CDBG-MIT funds from HUD. Further specific information regarding each of NCORR's programs can be found in section 6 of this document. All recovery programs will follow the URA for persons who are considered displaced persons under URA (see section 2.4 for definition). If an

NCORR program results in the temporary, involuntary relocation of a person (i.e., those who are not considered “displaced” under URA), the program will follow required the policies in this manual, HUD policy, and the URA according to how it applies to such persons.

This manual uses the term “tenant” to refer to a person who has the temporary use and occupancy of real property owned by another (49 CFR 24.2(26)). Every effort has been made to ensure that the following policies clearly delineate whether a relocation will be permanent or temporary. In addition, the term “applicant” used in this manual refers to an applicant to an NCORR program who is a property owner. The term “landlord” is often used to mean an applicant who owns rental property and is a landlord.

Below is a summary of the different programs and applicability of URA for residential tenants.

### 1.5.1 Strategic Buyout Program

The Strategic Buyout Program (SBP) purchases properties vulnerable to flooding and storm damage and demolishes all structures, converting the property to open space. The program provides effective and comprehensive mitigation measures that will protect residents and property from future storm-related damage by allowing people to move out of areas at risk of future storm and flooding damage.

#### URA Requirements

Property owner participation in SBP is voluntary and the program meets federal requirements for voluntary acquisition. Therefore, property owners are not eligible for URA assistance. However, if a property owner(s) is renting their property to a tenant and all owners accept the program’s initial offer letter to acquire the property, then the affected tenant is not considered a voluntary participant and will require URA assistance as a permanently displaced person, if eligible. The sale of the property will result in the permanent displacement of the tenant, as the property will be demolished, and the tenant will not be able to return to it. URA staff will assist eligible tenants with finding a comparable replacement dwelling, paying for moving costs, and covering increased cost of the replacement housing for forty-two (42) months, etc.

### 1.5.2 Homeowner Recovery Program

The ReBuild NC Homeowner Recovery Program (HRP) is intended to assist eligible North Carolina residents whose primary residences were directly impacted by recent presidentially declared disasters. HRP’s main objective is to complete work necessary to bring a homeowner’s primary residence into compliance with HUD’s Decent, Safe, and Sanitary requirements, improve resiliency, and where necessary, to reconstruct damaged homes or provide a new unit when repairs are not feasible.

#### URA Requirements

The homeowner’s participation in HRP is voluntary and does not require URA assistance. However, if the homeowner is leasing any part of their home, then the homeowner’s tenant is not considered a voluntary participant. If an eligible tenant is identified, they will be eligible for either temporary relocation services or permanent relocation services under the URA, depending on circumstances. Tenants who will be relocated but who will be able to reoccupy their original dwelling again within twelve months, will qualify under temporary relocation guidelines. If the tenant cannot return to their original dwelling due to revisions to the dwelling size occurring through HRP treatment, for example, they will be considered a displaced

person and be eligible for URA benefits. Should the tenant reach one year in temporary relocation, they will be offered permanent URA benefits. If the tenant elects to accept permanent relocation, they will be considered a 'displaced person' and will be provided with URA permanent relocation advisory services and benefits.

### **1.5.3 Community Development Programs**

Community Development project sites may include legacy structures with tenants who need to be permanently relocated. In such an instance, NCORR Community Development program staff ensure that the subrecipient follows all the rules for URA even before an Authority to Use Grant Funds from HUD has been received for the project. Legacy structures may also contain commercial tenants, and URA requirements must also be followed for legitimate businesses operating on the site. If the project involves rehabilitation of rental housing, all existing tenants would be eligible for temporary or permanent URA benefits.



## 2.0 Uniform Relocation Act (URA) Requirements

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This section identifies the specific URA regulatory requirements that must be met for compliance with URA when relocating residential tenants. Sections 3 and 4 of this manual provide further guidance for how NCORR will be implementing these requirements for tenants who will be permanently displaced or temporarily relocated due to participation in an NCORR program.

### 2.1 TRIGGERING OF URA

As an initial step in all NCORR's programs, program staff will determine whether its activities will cause a displacement of a person/household. Persons qualifying as "displaced" trigger URA requirements and must be provided with relocation advisory services and assistance with a goal towards minimizing permanent displacement. Tenants who must move temporarily, for a period no longer than twelve (12) months, due to program-sponsored activities must be provided temporary relocation assistance to ensure that they do not become permanently displaced by the program. Tenants who will be permanently displaced will receive full URA benefits including advisory services, moving expenses, and housing payment assistance to cover increased cost of a new housing unit for forty-two (42) months.

### 2.2 VOLUNTARY VS INVOLUNTARY ACQUISITION

The only NCORR program undertaking acquisition is the Strategic Buyout Program (SBP). Participation by property owners in SBP is voluntary. NCORR will not utilize the power of eminent domain to acquire properties under its Strategic Buyout Program. While NCORR has no direct authority to initiate eminent domain proceedings, it could request the Department of Administration to execute eminent domain on its behalf. However, NCORR does not intend to use the State's eminent domain authority. The SBP meets the four-part criteria of a voluntary program under the federal regulations at [49 CFR 24.101\(b\)\(1\) \(i-iv\)](#). Below are the regulations as stated in the CFR and NCORR's explanation of how each regulation will be implemented.

- No specific site or property needs to be acquired, although the [Agency](#) may limit its search for alternative sites to a general geographic area. Where an [Agency](#) wishes to purchase more than one site within a general geographic area on this basis, all owners are to be treated similarly. [49 CFR 24.101\(b\)\(1\)\(i\)](#);

**NCORR Response:** NCORR will be implementing its Strategic Buyout Program within areas identified as being at risk for future storm damage designated as Disaster Risk Reduction Areas (DRRAs). No specific sites or properties are being identified for purchase under the Strategic Buyout Program. The program will offer to acquire property in DRRAs from eligible owners based on the appraised current Fair Market Value (CMV). The Initial Offer, based on the CMV, will be offered to all eligible applicants; therefore, applicants are being treated equally. (See [Residential Anti-Displacement and Relocation Assistance Plan](#))

- The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits. [49 CFR 24.101\(b\)\(1\)\(ii\)](#).

**NCORR Response:** Properties acquired through the Strategic Buyout Program are not part of a designated or planned development project that must be acquired within a specific time limit, as would be the case if acquisition were being done under eminent domain. Property owner participation in SBP is voluntary.

- The [Agency](#) will not acquire the property if negotiations fail to result in an amicable agreement, and the owner is so informed in writing. [49 CFR 24.101\(b\)\(1\)\(iii\)](#).

**NCORR Response:** All offers to purchase Buyout participant properties will be made in writing and be based on a current Fair Market Value appraisal of the property. Because the Strategic Buyout Program is voluntary, property owners will be informed in writing that they may reject NCORR's Initial Offer Letter to buy the property or voluntarily withdraw from the program any time prior to closing. Further, the Initial Offer Letter states that if an owner rejects the Initial Offer or withdraws from the program, NCORR will not pursue the purchase of the property further.

- The [Agency](#) will inform the owner in writing of what it believes to be the market value of the property. [49 CFR § 24.101\(b\)\(1\)\(iv\)](#). (See [49 CFR 24.101\(b\)\(2\)\(ii\)](#).)

**NCORR Response:** NCORR will provide all participants to the Strategic Buyout Program with a written appraisal indicating the current Fair Market Value of their property upon which any offer amount to buy the property will be made.

### 2.3 TYPES OF RELOCATION: PERMANENT AND TEMPORARY

For HUD-funded programs, the types of relocation assistance to be provided depend on whether the relocation is considered permanent or temporary. These designations of temporary or permanent depend on the type of activity that is displacing the tenant and the length of time the tenant will be out of the property. Permanent relocation assistance is governed by the federal regulations at 49 CFR Part 24. Temporary relocation assistance is governed by 49 CFR Part 24 and HUD resources, such as the HUD Handbook 1378, periodic notices, bulletins or other guidance.

The term tenant means a person who has the temporary use and occupancy of real property owned by another. An eligible tenant is one who occupies real property owned by another based upon an agreement between the person and the landlord, usually for rental payments. A displaced person/tenant, as defined in 49 CFR § 24.2(a)(9)(ii)(D), will be determined to be permanently displaced if the property the tenant has been occupying becomes no longer available through an action that is funded in whole or in part with federal funds.

NCORR recognizes that a person being temporarily relocated does not meet the regulatory definition of "displaced person" according to 49 CFR § 24.2(a)(9)(ii)(D), however NCORR is still required to provide relocation assistance as described in section 4 of this manual. If the tenant must leave the property for less than one year, and the tenant will be able to return to the property after the federal activity has ended, then the tenant will be entitled to temporary relocation services and benefits. However, if the relocation exceeds one year, the tenant shall be offered permanent relocation with URA advisory services and benefits. In addition, if a program fails to provide assistance to a tenant needing temporary relocation services as required by HUD policy, such as the HUD Handbook 1378, periodic notices, bulletins or other

guidance, the temporarily displaced tenant becomes entitled to URA benefits (see section 4 on Temporary Relocations).

General URA benefits, including advisory services and moving expenses, are shown in Table 2 below for eligible persons who are permanently or temporarily displaced.

**Table 2: General Overview of Relocation Assistance for Permanent and Temporary Residential Relocation**

Permanent Relocation	Temporary Relocation
<ul style="list-style-type: none"> <li>• Relocation Advisory Services</li> <li>• Rental Assistance for forty-two (42) months or down payment assistance to purchase home</li> <li>• Moving expenses</li> <li>• Storage expenses in extenuating circumstances</li> <li>• At least one (1) comparable replacement unit offered</li> <li>• Cost of utility disconnection/reconnection*</li> <li>• Transfer costs for phone, internet, cable</li> </ul>	<ul style="list-style-type: none"> <li>• Relocation Advisory Services</li> <li>• The right to return to the original dwelling</li> <li>• Rental Assistance for up to twelve (12) months</li> <li>• Moving expenses to new temporary residence AND moving expenses to move back</li> <li>• Storage while temporarily displaced</li> <li>• Referral to temporary housing</li> <li>• Cost of utility disconnection/connection and then reconnection*</li> <li>• Transfer costs for phone, internet, cable</li> </ul>

\*Does not include non-refundable deposits

## 2.4 DISPLACED PERSONS AND PERSONS NOT DISPLACED

Because property owner participation in NCORR programs meets the regulatory requirements of voluntary programs/acquisition, only residential and non-residential rental tenants may meet the URA definition of displaced persons. Therefore, the term “displaced person” means any person who is required to permanently and involuntarily move from the real property as a result of NCORR Program activities. NCORR will make best efforts to identify tenants who may be displaced at the time of the property owner’s application to an NCORR program. However, NCORR can only identify tenants if disclosed by the property owner applicant. Sometimes tenant occupants are discovered later in the program process and are not disclosed at application. Upon discovery, NCORR will take steps to provide the tenant with the required notices and relocation services, as applicable.

Eligible displaced persons are entitled to URA relocation advisory services and payments. Persons required to relocate temporarily are not considered permanently displaced persons in general but will receive the HUD-required relocation assistance described in section 4 (see persons not displaced below).

**Displaced Persons – Residential.** Persons will be considered to be displaced if at least one of the following situations apply and the relocation is permanent (i.e., does not meet the definition of a temporary relocation) (see 49 CFR 24.2 (9)(i)).

- **Federally Funded Activity.** When a tenant is required to relocate as a direct result of the rehabilitation, reconstruction, acquisition, or demolition of property that is receiving assistance under one of NCORR’s programs.

- **Improper Eviction.** Tenants who moved permanently from the damaged rental unit due to a landlord eviction which does not meet HUD and state requirements related to a documented court order (where feasible) and pre-existing lease violations not related to the NCORR program, see below on Allowed Evictions.
- **Program Non-Compliance.** When there is program non-compliance with regulatory requirements including, but not limited to:
  - When NCORR did not provide the tenant with a General Information Notice (GIN) and information on advisory services and relocation assistance, after the property owner applied to the specific NCORR program;
  - An incorrect URA eligibility determination;
  - A situation when a tenant is no longer considered a “temporary relocation” but the tenant did not receive the required relocation assistance/benefits or an option to receive benefits;
  - When a tenant moves permanently after the submission of an application to a NCORR program but before a GIN is provided;
  - When a tenant moves permanently after ION without previously being given a Notice of Non-Displacement-Temporary Relocation Required;
  - When a tenant moves in after an owner applied to NCORR and was not provided with a Move-In Notice that is approved by the tenant before signing the lease (if a written lease is used) or moving in (if a written lease is not used);
  - If the tenant is not given timely information essential to making an informed judgment about a move, that the person’s move will be considered an involuntary move caused by the project/program; or
  - If NCORR does not reimburse a tenant moving to another unit in the same building or complex for all reasonable expenses incurred with the move or other conditions of the move were not reasonable.
- **Unreasonable Rent or Terms.** Tenants who moved permanently due to an unreasonable increase in post-relocation rent at the subject address, or unreasonable terms imposed in their new rental agreement as evidenced by the comparison of the terms of the pre-relocation and post-relocation leases..
- **Terms Conversion.** Tenants whose displacement dwelling is converted to another size or use (examples: conversion from a two-family to a one-family unit due to the rehabilitation, change in residential use such as converting a residential single-family property to an office building, etc.).
- **Code Enforcement.** The URA is not automatically triggered by code enforcement activities. However, it may be triggered if the code enforcement action undertaken involves federally funded acquisition, rehabilitation, or demolition, and this results in the eviction and permanent move of an owner-occupant or tenant.

**Persons Not Displaced.** The URA regulations define very specific conditions under which a person is not considered a displaced person (see 49 CFR 24.2 (9)(ii)):

- **Allowed Eviction.** Persons are not considered displaced when NCORR substantiates that an eviction was not undertaken in order to avoid paying relocation costs and was performed in accordance with URA, State and local regulations. Any applicant who is a landlord and pursues the eviction of a tenant, is advised to obtain a court order for the eviction (even if the tenant has already moved). Any person who occupies the real property and is not in unlawful occupancy on the date of

ION is presumed to be entitled to relocation payments and other URA assistance unless NCORR determines that the eviction meets the following conditions:

- The person received an eviction notice prior to ION, and as a result of that notice, is later evicted; or
- The person is evicted after ION for “serious or repeated violation of the material terms and conditions of the lease or occupancy agreement.
- In either case, the eviction cannot be not undertaken for the purpose of evading the obligation to make available the payments and other assistance required under URA (see 49 CFR 24.206 Eviction for Cause for more information).

If NCORR is aware to an impending eviction, either before or after ION, the program issues a modified GIN indicating a pre-existing lease violation(s) that is serious or repetitive, describes the violation, and a course of action and timeframe to correct the lease violation.

If an eviction is necessary because a tenant does not cooperate with the relocation requirements or the requirement to move, the tenant is still entitled to relocation assistance as would be provided with the issuance of a Notice of Eligibility (NOE).

- **Move-In Notice Provided.** The person is a tenant-occupant that moved into the property after application to an NCORR program but was provided a written Move-In Notice with the required information (see section 2.7 on Move-In Notice). If the tenant acknowledges the Notice before leasing and occupying the property, they will not be considered ‘displaced.’
- **Not Displaced.** NCORR may determine that the person was not displaced as a direct result of acquisition, rehabilitation, reconstruction, or demolition for the project/program, and was provided with a Notice of Non-Displacement.
- **Transfer.** The relocation is determined to be a “transfer” in accordance with applicable Public Housing program policies and the Public Housing Agency’s (PHA’s) occupancy policy.
- **Temporary Relocation.** Persons who must relocate temporarily are not considered displaced persons under URA however, in accordance with HUD policy, NCORR will provide relocation services, and reimburse temporarily relocated persons for moving expenses to and from the temporary replacement location and other eligible costs. When these protections are put in place, HUD considers the displacement to be temporary, and hence not subject to the URA. If any of the protections fail, the exception fails. Then the displacement is deemed permanent, and the URA applies.

## 2.5 ELIGIBILITY FOR RELOCATION ASSISTANCE

In order to be eligible for temporary or permanent relocation assistance at least one person in the tenant household must be a lawful occupant of the applicant dwelling, and tenants must have documentation that they were in legal occupancy of a residential dwelling assisted by a NCORR program at the time of application. The following definitions and requirements apply:

- **Permanent residency.** In order to be eligible for full URA assistance, the displaced person must lawfully occupy a dwelling as their “place of permanent or customary and usual residence.” Only lawful tenants who have been in occupancy for at least 90 days prior to the initiation of negotiations are eligible for full relocation advisory services and rental assistance payments; and
- **Lawfully present in the United States at the time of assistance.** Tenants who were displaced by the activity must also have been lawfully present in the United States at the time of

displacement unless such ineligibility would result in an “exceptional and extremely unusual hardship” to such person’s spouse, parent, or child who is a citizen of the United States, or is an alien lawfully admitted for permanent residence in the United States. NCORR will document and determine when such conditions are met based on whether the denial of relocation payments and advisory assistance to such a person will directly result in:

- A significant and demonstrable adverse impact on the health or safety of such spouse, parent, or child;
- A significant and demonstrable adverse impact on the continued existence of the family unit of which such spouse, parent, or child is a member; or
- Any other impact that NCORR determines will have a significant and demonstrable adverse impact on such spouse, parent, or child.

Tenants are required to complete and sign the *Tenant Certification of Lawful Presence in the United States* to document their lawful presence.

**Other Situations.** Lawful tenants who have been in occupancy less than 90 days, in a dwelling that is their permanent residence, may receive services under the Housing of Last Resort (see sections 2.19 - 2.20). Displaced persons who have been in residence 90 days prior to ION but whose dwelling is not their permanent and usual residence, are eligible for advisory services and moving expenses but not replacement housing payments. For example, seasonal workers and students occupying student housing associated with campus housing are often only eligible for advisory services and moving expenses but each situation will be thoroughly examined before making a determination about eligibility for URA services and assistance.

**Ineligibility.** If no one in the household is eligible for relocation assistance because they are an unlawful occupant or they are an alien not lawfully present in the U.S and they do not meet the hardship exceptions, NCORR will provide such persons with a *Notice of Ineligibility* which will include the reason(s) they are ineligible, and their right to appeal the Agency’s determination. NCORR may provide unlawful occupants with advisory services at its sole discretion.

## 2.6 BASIC RIGHTS OF PERSONS TO BE DISPLACED

NCORR will ensure that the rights of persons who qualify as displaced persons are maintained:

- A displaced person will not be required to move from a displacement dwelling unless a comparable replacement dwelling is available to such person;
- No person may be deprived of any rights the person may have under URA; and
- NCORR shall not withhold any URA services or payments that a tenant would otherwise be eligible for unless the tenant has expressed the desire verbally or in writing to not participate in URA services or benefits (as documented in NCORR’s system of record) or has requested in writing to opt-out of receiving URA assistance in writing, as indicated in section 5.3, Tenant Withdrawal or Refusal of URA Assistance Process (Opt-Out Process).

## 2.7 NOTICES AND MANNER OF NOTICES

NCORR and HUD’s objective is to be as transparent and accommodating as possible to tenants who are having their lives impacted by federally funded recovery efforts. A key component is ensuring that tenants receive timely notifications in a manner that is clearly understandable and informs them of any URA



benefits that they are eligible to receive. The following descriptions of required URA notices are based on HUD's Handbook 1378 and 49 CFR Part 24. The following sections will detail the regulatory requirements for residential relocation (including manufactured housing units) and the required notices that will be provided to tenants based on the specific circumstances surrounding their displacement. Tenants may receive notices in addition to those listed below to keep tenants fully informed of their rights and the status of program activities.

NCORR will provide URA-required notices and additional communication notices to affected persons that are written in plain, understandable language in accordance with 49 CFR § 24.5. Persons who are unable to read and understand the notice (e.g., due to lack of literacy, limited English proficiency, or disability) will be provided with appropriate translation or interpretation services in accordance with NCORR's LEP and Section 504 of the Rehab Act policies and practices. The notices shall indicate the name and telephone number (including the telecommunication device for the deaf (TDD) number, if applicable) of a person who may be contacted for answers to questions or other needed help.

NCORR will provide required written notices, via hand delivery, or certified mail return receipt, as required by the regulations and HUD. This ensures that the displaced person is fully aware of their rights under the program, as well as the policy, procedures, payments, and critical project timelines at all times through the relocation process. All required notices provided to the tenant must be accompanied by a signed copy or certified mail receipt and uploaded to the system of record. All required URA notices shall be delivered to lawful occupants only. **The following narrative may also refer to the form by its generic name and be italicized, such as General Information Notice (GIN), etc. Some forms may be updated, revised, added, or deleted over time.**

## Landlord Copied on the General Information Notices

Existing and prospective tenants will receive the several notices described below. In order to keep all parties apprised of the status of relocation activities, progress in the program, and program requirements, landlords will receive a copy of the *GIN* and *90-Day Notice to Vacate* sent to tenants. The copies of tenant letters provided to landlords may be redacted so that only mutually relevant information is provided to the landlord.

### 2.7.1 General Information Notice (GIN) - Permanent and Temporary Relocation (49 CFR §24.203(a))

Tenants who may be permanently or temporarily relocated will receive a General Information Notice (*GIN*) as soon as feasible in accordance with regulatory requirements. NCORR's URA staff will provide the tenant with either a *GIN* for permanent relocation or for temporary relocation, depending on the circumstances which may impact the tenant. The *GIN* will be provided (and other required notices) to all potentially impacted tenants in programs involving acquisition, rehabilitation (other than minor repairs or minor rehab), reconstruction, replacement, or demolition to avoid any unintended displacement due to lack of program compliance. Provision of a *GIN* may occur later than required by each NCORR program if a tenant is not disclosed at application. Upon discovery of a tenant, the program will take steps to be in compliance with URA requirements and provide the tenant with a *GIN*.

The *GIN* provides tenants with information and informs them of their potential rights under URA. The *GIN* includes the following information: the tenant may be required to move due to the federally-funded activity

that may impact their dwelling; asks the tenant not to move until they receive official notice of eligibility for relocation assistance; who to contact for more assistance and to answer questions; and other important information. The *GIN* provided for permanent relocation also includes that a *90-Day Notice to Vacate* will be provided to the tenant if relocation is needed, and if found eligible, advisory services will be provided as well as funds to cover moving expenses and replacement housing payments.

In cases where NCORR is informed that a tenant is in violation of their lease, a *Modified GIN* or *Modified Notice of Eligibility* (as applicable) will be issued to the tenant. The notice will outline the violation and serve as a notice to the tenant that they may be evicted for cause which would affect their eligibility for URA benefits, if the situation is not resolved.

### **2.7.2 Notice of Intent to Acquire (NOA) (49 CFR § 24.203(d))**

NCORR is not involved in any eminent domain activities so will not issue a standard NOA. However, in its Strategic Buyout Program (SBP), which will involve the acquisition of properties, NCORR will issue a *Pre-Appraisal Notice* that informs the property owner(s) that: the program is going to perform an appraisal of their property; if eligible, an offer will be made in Step 5 in writing that will be based on the current appraised fair market value the property; that participation in SBP is voluntary; and if all owners fail to accept the program's initial offer to acquire, SBP will take no further action to acquire the property.

### **2.7.3 Notice of Relocation Eligibility (NOE) – Permanent Relocation (49 CFR 24.203(b))**

The URA regulations require that persons who are eligible for relocation assistance under URA receive a notice of eligibility. NCORR will provide the tenant with the required *Notice of Eligibility (NOE)*, which informs that tenant of their eligibility for URA relocation assistance including the type of available relocation assistance, estimated amounts of assistance, and the procedures for obtaining assistance.

The NOE will be provided to the tenant promptly after the *Initiation of Negotiations (ION)* and the NOE will inform the tenant they are now eligible for URA assistance. The designation of the ION, which triggers eligibility for URA, differs based on the specific NCORR program (see section 6.0 for information about ION for specific programs). The NOE will describe the available relocation assistance, the estimated amount of assistance based on the tenant's individual circumstances and needs, and contact information for obtaining assistance from their URA specialist. This Notice is tailored to the tenant's specific situation so that they will have a clear understanding of the type and amount of payments and/or other assistance they may be entitled to claim.

### **2.7.4 Ninety-Day (90) Notice to Vacate – Permanent Relocation (49 CFR § 24.203(c))**

Tenants will receive a written notification of the earliest date by which they must move at least 90 days in advance as required by URA regulations. This means that a tenant may move sooner than 90 days if desired, but that the earliest they will be required to move is 90 days from the receipt of the letter. NCORR will provide persons who will be permanently displaced with the required *90-Day Notice to Vacate* concurrently or after the displaced person is issued a *Notice of Eligibility*.

The *90-day Notice to Vacate* will not be provided to a tenant when:

- The occupant made an informed decision to relocate and vacated the property without prior notice to the property owner;
- The tenant is not eligible for URA; or
- When a permanent move is not required because the property owner has withdrawn from the Program, the owner is found ineligible for NCORR's Program, or an award or offer is not made by the program or accepted by the owner (see *Notice of Non-Displacement – Permanent Relocation Not Required* below).

**Urgent Need Provision.** The urgent need provisions of URA permit NCORR to require an occupant to vacate on less than 90-Day Notice to Vacate under certain conditions. NCORR will only provide a notice with a shorter period when there is an urgent need that involves potential danger, health, or safety issues, or if the person will be temporarily relocated for a short period of time. In accordance with URA requirements, NCORR will not artificially create an “urgent need” in order to provide a shorter notice (e.g., by issuing a notice to proceed to a demolition contractor, then using the imminent demolition to substantiate a danger to the tenant's health and safety in order to cut short the notice period which is otherwise required). (49 CFR § 24.203 (c)(4))

### 2.7.5 Notice of Non-Displacement – Permanent Relocation Not Required

Tenants who have been issued a *General Information Notice* will be issued the *Notice of Non-Displacement - Permanent Relocation Not Required* if funding was not approved and/or acquisition will not take place. This notice informs the tenant they do not have to move permanently and are not entitled to URA benefits.

### 2.7.6 Notice of Non-Displacement – Temporary Relocation Required (See HUD's Tenant Assistance, Relocation and Real Property Acquisition Handbook (1378), Chapter 1, page 1-12, AA)

If a person does not qualify as a permanently displaced person, but will be temporarily relocated, NCORR will provide the tenant with a required *Notice of Non-Displacement – Temporary Relocation Required (NND)* to advise them of the program's determination, their eligibility for temporary relocation services, and their right to appeal. Under temporary relocation requirements, tenants have the right to re-occupy the dwelling (after the dwelling has been replaced or restored) under reasonable terms and conditions, which includes the amount of rent to be charged. This notice will explain the reasonable terms and conditions under which the person may continue to lease and/or occupy the property upon completion of the project. The notice will state that the tenant's monthly rent will remain the same upon re-occupancy or, if increased, the new rent and estimated average utility costs will not exceed 30% of the household's average monthly gross income.

Eligibility for relocation services is triggered by ION. The *NND* will be issued to the tenant promptly after ION. For the Homeowner Recovery Program, ION is defined as the execution of the Homeowner Grant Agreement by the applicant and the program. If a person moves permanently from the property after ION, and the person has not been provided with a *Notice of Non-Displacement – Temporary Relocation Required*, that person will usually qualify as a “displaced person.” If the tenant is not given timely information essential to making an informed judgment about a move, or if terms and conditions are unreasonable, it is assumed that the person's move was an involuntary move caused by the project/program. In such cases, NCORR will provide URA benefits.

In the *NND*, NCORR will provide the tenant with reasonable advance written notice of:

- the date and approximate duration of the temporary relocation (not to exceed one (1) year);
- the address of the suitable, decent, safe, and sanitary dwelling to be made available or the temporary period;
- the terms and conditions under which the person may re-occupy the same dwelling or a comparable decent, safe, and sanitary dwelling in the building/complex upon completion of the project;
- the costs which will be reimbursed;
- their right to appeal; and
- the available advisory services.

### **2.7.7 Thirty (30) Day Notice to Vacate – Temporary Relocation**

In general, the program will provide a 30-day notice to vacate to persons who will not be permanently displaced but who need to be temporarily relocated. This means that tenants will be required to move 30 days from the date of receipt of the letter. The concept under the Urgent Need Provision in section 2.7.4 may also apply for temporary relocations where less notice than 30 days may be given should there be a situation that involves an imminent threat to a tenant's health and safety.

### **2.7.8 Return Home Notice – Temporary Relocation**

A *Return Home Notice* will be provided to the tenant who has been temporarily displaced to advise the tenant that their home is, or soon will be, ready for occupancy and they may return. Tenants will have a maximum of 30 days from the receipt of the notice to vacate their temporary dwelling and reoccupy their original dwelling.

### **2.7.9 Notice of Non-Displacement – Temporary Relocation Not Required**

Tenants who have been issued a *General Information Notice* will be issued the *Notice of Non-Displacement - Temporary Relocation Not Required* when temporary relocation is not required because the planned project, application, or program will not proceed. It notifies the tenant they do not have to move.

### **2.7.10 Combined Notice (NOE and 90-Day Notice to Vacate) – Permanent Relocation**

NCORR may issue a combined notice that includes the NOE and *90-Day Notice to Vacate* as allowed by HUD policy. In all such cases, where a Combined Notice is provided, eligible occupants will be provided with a minimum notice to vacate of 90 days prior to requiring that they move (unless the urgent need provisions in 49 CFR 24.203(c)(4) are met).

### **2.7.11 Move-In Notice, Related Notices, and Responsibilities – Permanent and Temporary Relocations (See HUD's Tenant Assistance, Relocation and Real Property Acquisition Handbook (1378), Chapter 1, page 1-11, Y)**

The URA regulations require that persons who intend to move into a property after an application for NCORR program assistance be provided with a *Move-In Notice* that indicates that they may be displaced

and will not receive URA relocation benefits. Landlords who apply to an NCORR program are provided with a *URA Fact Sheet* and a *Landlord Fact Sheet* that informs landlords of their responsibility to provide a *Move-In Notice* to a new tenant who wants to move into their property. The fact sheet also informs landlords that they are required to inform the program of any new tenants after the submission of an application to an NCORR program. Landlords must sign the *Landlord Certification and Acknowledgement of URA Responsibilities* also.

Landlords must provide the potential tenant with a *Move-In Notice* before leasing and occupying the property. NCORR will also issue a *Move-In Notice* to the new tenant when it is aware of the new tenant, however the primary responsibility for issuing this notice before the lease is signed is the landlords.

NCORR will provide landlords with a standard *Move-In Notice* form that they are required to issue to new tenants. The *Move-In Notices* will contain the following information at a minimum: that an application for assistance from a NCORR program, which is federally funded, has been submitted; and the possible impact on the person if the application is approved and accepted by the owner (e.g., the person may be displaced, temporarily relocated).

The tenant must agree to occupy the property under the terms of the notice; when this occurs, the new tenant is not eligible for relocation assistance as a displaced person. All *Move-In Notices* must be acknowledged by the tenant in writing using the *Acknowledgement of Move-In Notice Form* (including signature and date) and a copy must be returned to the program for tenant files.

If the applicant (who is a landlord) fails to provide the *Move-In Notice* to a prospective tenant, fails to provide the *Move-In Notice* before a unit is leased, fails to disclose the presence of a tenant, or if the *Acknowledgement of Move-In Notice* is not signed by the tenant indicating their receipt and agreement before the lease is executed (in writing or verbally), the applicant may be found ineligible.

## 2.8 URA RELOCATION ASSISTANCE ADVISORY SERVICES – RESIDENTIAL PROPERTIES

In accordance with all requirements, NCORR will provide relocation advisory services to displaced tenants. In addition to providing the required notices, a URA specialist will contact the impacted displaced household(s) to schedule interview(s) to obtain tenant supporting documentation (see section 2.9 below), and to ensure that tenants understand their rights and responsibilities. If feasible, such meetings may be scheduled to be held in person. During these interviews, the program will inform the tenant of the following if they are displaced:

- Written notice will be provided informing the displaced person as soon as feasible of the comparable dwelling unit, the rent used for the upper limit and the basis of the determination so that the person knows the maximum they may qualify for;
- Information on current and ongoing listings of available comparable dwellings for residential displacements will be provided;
- There will be an offer to provide transportation to inspect the housing to which they are referred;
- The tenant will be informed that they cannot be required to move unless at least one comparable replacement dwelling is made available (for more information, see section 2.10 on Comparable Residential Replacement Dwelling);

- There must be an inspection of the proposed new dwelling to determine if it meets decent, safe, and sanitary requirements (see section 2.11 on inspections);
- The program will provide Information about other assistance (e.g., social services or financial referrals, housing inspection, etc.);
- Counseling and other assistance to minimize hardship in adjusting to relocation will be provided; and
- Other required and appropriate assistance will be available as well.

## **2.9 REQUIRED TENANT DOCUMENTATION**

After the tenant has been issued a GIN, the URA specialist will schedule an interview with each tenant. The URA specialist will request that the tenant provide required documentation and information, and sign program forms. This information is necessary to determine eligibility, provide appropriate services, and calculate relocation benefits. Therefore, tenant's will be required to provide information including, but not limited to, the following:

- Tenant Identification (current and valid driver's license, US passport, or other government photo identification)
- Certification and proof of lawful presence (birth certificate, US passport, other documents)
- Proof of lawful occupancy, such as a copy of an executed lease or another acceptable program documentation if lease is not provided in writing. If the tenant cannot prove legal occupancy by way of a lease or rent receipts, then a Self-Certification of Tenancy will be required.
- Utility bills (if applicable)
- Rent amounts (copy of lease, receipts for payments, or other acceptable program documentation)
- Documentation of all disaster assistance previously received for relocation and moving expenses

## **2.10 COMPARABLE REPLACEMENT DWELLING**

For permanent relocations, NCORR will identify up to three comparable replacement dwellings for a displaced person; however, no displaced person shall be required to move unless at least one comparable replacement dwelling unit is made available. A comparable replacement dwelling will be considered to be made available to a tenant when the NCORR program:

- Informs the tenant of the unit's location;
- Provides sufficient time for the tenant to enter into a purchase agreement or lease for the property; and
- Subject to reasonable safeguards, the tenant is assured of receiving relocation assistance and payments in sufficient time to complete the purchase or lease of the property (49 CFR 24.204(a)).

If at least one comparable dwelling unit is not made available, the displaced person will be eligible to receive housing of last resort assistance (see sections 2.19 – 2.20).

In accordance with regulations, NCORR will:

- Whenever possible, provide minority persons with reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. NCORR is not obligated however, to provide a tenant a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling.
- Inform any displaced person who may be eligible for government housing assistance at the comparable replacement dwelling of any requirements of such government housing assistance



program that would limit the size of the replacement, as well as of the long-term nature of such rent subsidy, and the limited (42 month) duration of the relocation rental assistance payment.

When identifying a comparable replacement dwelling, NCORR will ensure that the dwelling is:

- Decent, safe, and sanitary;
- Functionally equivalent to the displacement dwelling, meaning that the comparable replacement dwelling will provide the same function and utility;
  - Comparable replacement dwelling may not have every feature of the displacement unit. However, the comparable replacement dwelling will have primary features of the displacement unit.
  - In determining whether a comparable replacement dwelling is functionally equivalent to the displacement dwelling, NCORR may consider reasonable trade-offs for specific features when the replacement unit is equal to or better than the displacement dwelling.
- Of adequate size for the occupants (see Appendix A, Occupancy Guidelines);
- In an area that is outside of the floodway or 100-year floodplain (unless no other option exists upon approval on a case-by-case basis);
- In a comparable location with respect to public utilities, and commercial and public facilities, and reasonably accessible to the person's employment;
- On a site that is typical in size for residential development with normal site improvements, including customary landscaping;
- Currently available to the displaced person on the private market; and
- Within the financial means of the displaced person, which means that:
  - After receiving rental assistance, the displaced person's monthly rent and estimated average monthly utility costs for the comparable replacement dwelling would not exceed the person's base monthly rental for the displacement dwelling (see section 2.15).
  - For a displaced person who is not eligible to receive a comparable replacement dwelling payment because of the person's failure to meet length-of-occupancy requirements, comparable replacement dwelling rental housing is considered to be within the person's financial means when NCORR pays that portion of the monthly housing costs of a replacement dwelling which exceeds the person's base monthly rent for the displacement dwelling. Such rental assistance will be paid in accordance with replacement housing of last resort (see sections 2.19 – 2.20).
  - For a person receiving government housing assistance before displacement, within their financial means a dwelling that may reflect similar government housing assistance. In such cases, any requirements of the government housing assistance program relating to the size of the replacement dwelling shall apply. If a tenant had a Housing Choice Voucher (HCV) in their displaced unit, then the program will ensure their replacement unit accepts HCVs.

In accordance with regulations, NCORR will only consider: 1. a public housing unit as a comparable replacement dwelling for a person displaced from a public housing unit; 2. a privately owned dwelling with a project-based housing subsidy (i.e., subsidy tied to the unit) as a comparable replacement dwelling only for a person displaced from a similarly subsidized unit or public housing unit; 3. a privately owned dwelling made affordable by a tenant-based housing subsidy (i.e., subsidy not tied to the building), such as a Housing Choice Voucher (formerly Section 8 Voucher), as a comparable replacement dwelling if the

person was receiving a similar subsidy before displacement or displaced from a unit with a project-based subsidy or public housing.

Section 8 housing choice vouchers will not be offered as a comparable unit or as a substitute for cash replacement housing payments if NCORR cannot provide referrals to decent, safe, and sanitary dwelling unit where HCVs are accepted.

Based upon the permanent relocation needs of the tenant, the URA specialist should proactively identify rental units that are available in the tenant's neighborhood or local community, if possible, to minimize disruption to the household's daily activities. Comparable units should be evaluated by using the *Selection of Most Representative Comparable Replacement Dwelling Form (HUD Form-40061)*, which compares the displacement dwelling unit to other available comparable units and indicates the most representative comparable unit. The program will provide at least one (1) comparable unit and no more than three (3) to the household to establish the payment threshold for the tenant's Rental Assistance Payment (RAP).

Tenants who encounter a problem in buying or renting the housing of their choice, will be instructed to notify the URA Specialist immediately. The URA specialist will look into the matter and try to help resolve it. This assistance will be provided whether the tenant was referred to the housing unit or found it themselves.

If a tenant believes they are unable to buy or rent a housing unit because of discriminatory or unlawful practices by a real estate broker, rental agent, landlord or a property owner, the URA specialist will discuss options with the tenant, including referral of a discrimination complaint to the appropriate federal, State or local fair housing agency.

## **2.11 INSPECTION OF THE COMPARABLE REPLACEMENT DWELLING**

Before making a replacement housing payment or releasing a payment from escrow, NCORR will make a thorough internal and external inspection of the comparable replacement dwelling to determine whether it is decent, safe, and sanitary. Comparable replacement dwellings shall contain the accessibility features needed by displaced persons with disabilities.

- If the displaced person relocates to an area that is not proximate to an NCORR office/center or to another state, NCORR may arrange for officials of the local or state government to perform the inspection.
- Where feasible, the comparable replacement dwelling will be inspected prior to it being made available to assure that it meets applicable decent, safe, and sanitary standards. If an inspection is not made, NCORR will notify the person to be displaced that a replacement housing payment may not be made unless the comparable replacement dwelling is subsequently inspected and determined to be decent, safe, and sanitary.
- If NCORR determines that a replacement housing payment may have to be denied because the comparable replacement dwelling selected by a displaced person is not decent, safe and sanitary (e.g., does not meet the local code), it will notify the displaced person of the denial and the reason for it, determine if the property can be made decent, safe and sanitary, and/or assist the person to locate another comparable replacement dwelling.

## **2.12 ELIGIBILITY FOR A REPLACEMENT HOUSING PAYMENT (IN OCCUPANCY FOR 90 DAYS OR MORE)**

NCORR will determine a person's eligibility for a replacement housing payment (see section 2.5 for more eligibility information). If eligible, a permanently displaced person is entitled to a payment for rental assistance, as computed in accordance with section 2.15, or down payment assistance (see section 2.18). In order to be eligible for either payment, the displaced person must:

- Have actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and
- Rent or purchase, and occupy a decent, safe, and sanitary comparable replacement dwelling within 1 year of the displacement (i.e., from the date the tenant moves from the displacement dwelling), unless NCORR extends this period for good cause.

## **2.13 DETERMINING COST OF COMPARABLE REPLACEMENT DWELLING**

Persons being permanently displaced may receive a replacement housing payment. At least one (1) and no more than three (3) comparable replacement dwellings will be provided to the household to establish the payment threshold for the tenant's Rental Assistance Payment (RAP). The upper limit of a replacement housing payment shall be based on the cost of a comparable replacement dwelling in accordance with the following requirements:

- If available, at least three comparable replacement dwellings shall be examined and the payment computed on the basis of the dwelling most nearly representative of, and equal to, or better than, the displacement dwelling.
- For purposes of establishing the payment limit, comparable replacement dwellings shall, to the extent feasible, be selected from the neighborhood in which the displacement dwelling is located or in nearby similar neighborhoods where housing costs are generally the same or higher. An obviously overpriced dwelling (e.g., luxury housing, if the displacement dwelling is non-luxury housing) will not be considered as a comparable replacement dwelling.
- NCORR may limit the amount of replacement housing payment to the amount required to obtain a comparable replacement dwelling only if it gives a timely written notice (referral) of such comparable replacement dwelling. If the program's offer of comparable housing is not made in sufficient time for the tenant to consider the option, then NCORR will consider a comparable dwelling found and selected by the tenant, even if it is more costly. If approved by the program, the replacement housing payments will be made on the option selected by the tenant.
- If two or more occupants of the displacement dwelling move to separate replacement dwellings, each occupant is entitled to a reasonable prorated share, as determined by the program, of any relocation payments that would have been made if the occupants moved together to a comparable replacement dwelling. However, if it is determined that two or more occupants maintained separate households within the same dwelling, such occupants have separate entitlements to relocation payments.
- The program will complete Form HUD-40061, Selection of Most Representative Comparable Replacement Dwelling for Purposes of Computing a Replacement Housing Payment indicating the costs and characteristics of comparable units.

NCORR will use the housing of last resort provision where a tenant cannot otherwise be appropriately housed within the monetary limits (see sections 2.19 – 2.20 on housing of last resort). This situation may

occur in high-cost housing areas or with low-income tenants who do not live-in subsidized housing at the time of displacement.

## **2.14 REPLACEMENT HOUSING PAYMENTS FOR 90-DAY OCCUPANTS**

A replacement housing payment will be calculated, and payment(s) will be made to an eligible tenant when there is an increased cost associated with the cost of the replacement dwelling. The payments will either be rental assistance payments or a lump-sum down payment.

The rental assistance payment amount will be calculated as 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the lesser of:

- The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

In accordance with 49 CFR §24.402 (b)(1) and (c)(1), the maximum rental assistance payment (and down payment) for a tenant currently in effect is \$7,200. If future Department of Transportation rulemaking increases these amounts, the new maximum amounts will be posted on the ReBuildNC website until such time that the URA Policy Manual can be updated. If the rental assistance payment is less than the maximum (\$7,200), the tenant will receive the amount calculated based on their rent and utilities. If the payment exceeds the maximum (\$7,200), the tenant will receive the maximum amount. However, the maximum payment may be exceeded if the situation meets the requirements of Housing of Last Resort (see sections 2.19 and 2.20).

NCORR will not offer or suggest that a displaced person who did not receive government housing assistance before displacement, accept government assisted housing as a comparable unit or in lieu of a cash replacement housing payment.

## **2.15 BASE MONTHLY RENTAL FOR THE DISPLACEMENT DWELLING**

The base monthly rental for the displacement dwelling is the lesser of:

- The average monthly cost for rent and utilities at the displacement dwelling for one year or the rent payment period if less than one year, whichever is less, prior to displacement.
  - For a tenant who paid little or no rent for the displacement dwelling, the fair market rent will be used unless its use would result in a hardship because of the person's income or other circumstances;
- Thirty (30) percent of the displaced person's average monthly gross household income if the amount is classified as "low income," by HUD's Section 8 Program, which means that a household's income is 80% of AMI or less, or;
  - NOTE: The base monthly rental will be established using the methodology under bullet one above for households with incomes exceeding the "low income" limits of 80% of AMI as set by the HUD Section 8 Programs, for persons refusing to provide appropriate evidence of income, and for persons who are dependents. A full-time student or resident of an institution may be assumed to be a dependent unless the person demonstrates otherwise.

- The total of the amounts designated for shelter and utilities if the displaced person is receiving a welfare assistance payment from a program that designates the amounts for shelter and utilities (49 CFR § 24.402(b)(2)).

If tenant income is unavailable, the actual rent at the displacement dwelling will be used as the base rent. LMI tenants must provide income information in order to receive any benefit from using a potentially lower base monthly rent calculation based on 30% of the LMI household's income.

## **2.16 REPLACEMENT HOUSING PAYMENT FOR PERSON WHO IS NOT A 90-DAY OCCUPANT**

Persons that do not meet the 90-Day in-occupancy requirements are entitled to a replacement housing payment when that person is not able to relocate to comparable replacement housing within his/her financial means. The Housing of Last Resort section of the URA authorizes the use of project funds to cover the cost of such rental increases (see sections 2.19 – 2.20 for more information). The assistance provided will be for a 42-month period.

## **2.17 DETERMINATION OF UTILITY COSTS**

**Displacement Dwelling** - For purposes of computing rental assistance, NCORR will examine the average monthly utility costs at the displacement dwelling. The determination will be based on one year or the rent payment period, whichever is less, prior to displacement.

**Replacement Dwelling** - NCORR will estimate the average monthly utility costs at the comparable replacement dwelling and should be based on actual 12-month utility data for that unit to the extent possible, or some shorter period of time, if necessary. NCORR's subrecipients may establish their own procedures to be used for determining the estimated cost of utilities if the procedures are used uniformly and reflect current reasonable costs.

## **2.18 DOWN PAYMENT ASSISTANCE PAYMENT**

Instead of a rental assistance payment, an eligible displaced person may receive a down payment assistance payment to purchase a home. NCORR's policy is to provide the maximum down payment assistance allowed (currently \$7,200). The full amount of the replacement housing payment for down payment assistance must be applied to the purchase price of the comparable replacement dwelling and related incidental expenses.

## **2.19 HOUSING OF LAST RESORT**

When a comparable replacement dwelling cannot be identified in a timely manner, or if the area is deemed high-cost and appropriate housing cannot be found within the monetary limits, NCORR will follow regulatory requirements to provide housing of last resort as described below. Final decisions about housing of last resort will be determined by NCORR's Chief Recovery Officer, or designee.

## **2.20 DETERMINATION TO PROVIDE HOUSING OF LAST RESORT**

Whenever a program or project cannot proceed on a timely basis because comparable replacement dwellings are not available within the monetary limits for tenants, as specified in section 2.14, NCORR will provide additional or alternative assistance. NCORR will justify any decision to provide such housing of last resort assistance by one of the two methods described below:

1. On a case-by-case basis, for good cause, which means that appropriate consideration has been given to:
  - The availability of comparable replacement housing in the program or project area;
  - The resources available to provide comparable replacement housing; and
  - The individual circumstances of the displaced person, or
  
2. By a determination that:
  - There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and, therefore, Housing of Last Resort assistance is necessary for the area as a whole;
  - A program or project cannot be advanced to completion in a timely manner without Housing of Last Resort assistance; and
  - The method selected for providing Housing of Last Resort assistance is cost effective, considering all elements, which contribute to total program or project costs.

NCORR will ensure that in implementing Housing of Last Resort requirements, that costs will be reasonable and determined on a case-by-case basis (see 49 CFR § 24.404).

- The NCORR will utilize one of the following methods for providing replacement Housing of Last Resort depending on which method is most cost effective, practicable, and/or expedient include (29 CFR § 24.404(c)(1)(i-vii):
  - A replacement housing payment in excess of the limits set in section 2.14. A replacement housing payment under this section will be provided in installments (however, a lump sum payment may be made for a down payment for a purchase of a home).
  - Rehabilitation of and/or additions to an existing replacement dwelling.
  - The construction of a new replacement dwelling.
  - The provision of a direct loan, which requires regular amortization or deferred repayment. The loan may be unsecured or secured by the real property. The loan may bear interest or be interest-free.
  - The relocation and, if necessary, rehabilitation of a dwelling.
  - The purchase of land and/or a replacement dwelling by the displacing Agency and subsequent sale or lease to, or exchange with a displaced person.
  - The removal of barriers for persons with disabilities.

**Circumstances that Allow for the Consideration of Comparable Housing that differs from the Displacement Dwelling.** Under special circumstances, consistent with the definition of a comparable replacement dwelling, modified methods of providing replacement housing of last resort permit consideration of replacement housing based on space and physical characteristics different from those in the displacement dwelling, including upgraded, but smaller replacement housing that is decent, safe, and sanitary and adequate to accommodate individuals or families displaced from marginal or substandard housing with probable functional obsolescence. NCORR will not require a displaced person to move into a dwelling that is not functionally equivalent (see Section 2.10).

Even if a displaced person does not meet the URA requirement to be in occupancy at least 90 days before ION, they may still receive URA assistance, including rental assistance payments for 42 months.



This will occur when comparable housing is not available at rental rates within the displaced person's means.

## **2.21 MOVING EXPENSES**

Any displaced residential tenant who qualifies as a displaced person is entitled to a payment for his or her moving and related expenses that are determined to be reasonable and necessary. There are two types of moving available to tenants: self-move (this includes both the fixed moving cost method and self-move actual reimbursement method) or commercial move. The displaced person may choose the type of move they desire.

If the tenant selects a fixed moving expense payment, the payment will be based upon the number of rooms that must be moved or has been moved by the tenant, according to the most recent Federal Highway Administration's fixed moving expense chart (see Table 4 below for rates). No receipts are required for the reimbursement of fixed moving expense.

The tenant may elect to perform a self-move and receive reimbursement for actual moving expenses. In such cases, the URA specialist will obtain two (2) quotes from local, commercial moving companies which will include all moving costs (such as packing, materials, travel, etc.). For accurate comparison of quotes, moving cost estimates should include the same services. The cost of a self-move may not exceed the cost of a commercial move. The lowest quote establishes the maximum amount that the program will reimburse a tenant for a self-move. The reimbursed amount of the actual moving expense will be either the: 1) lowest quote obtained by the URA Specialist; or 2) actual reimbursable moving expense; whichever is less. Requests for reimbursement of actual self-move expenses should be accompanied by the two (2) quotes from moving companies, proof of the actual expenses incurred by the tenants (bill from the moving company), and proof of payment.

A commercial move option can also be selected and maybe helpful for those households who cannot physically perform the packing, loading, moving, and unpacking necessary to move from their current dwelling and are unable to physically carry out their own move. In such cases, the URA specialist will obtain two (2) local, certified commercial moving company quotes. The URA specialist will be the coordinator of all aspects of the commercial move process. For accurate comparison of quotes, moving cost estimates should include the same services. The lower of the two quotes would be selected.

A tenant may also use a combination of these moving types.

### **Eligible Moving and Related Expenses**

A displaced person's actual, reasonable, and necessary moving expenses for moving personal property from a dwelling may be determined based on the cost of one, or a combination of the methods: self-move based on actual or fixed moving costs, and/or by a professional (i.e., commercial) mover. For tenant moves from a mobile home, see section 2.22.

Actual moving expenses may include:

- Transportation of the tenant's belongings and tenant's family (up to 50 miles);
- 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 (maximum of 12 months, extensions with prior Agency approval for good cause);
- Insurance for the replacement value of the property in connection with the move and necessary storage; and,
- The replacement value of property that is lost, stolen or damaged in the process of moving where insurance covering such losses is not reasonably available.

Reasonable moving expenses for a person with disabilities might cover:

- The cost of moving assistive equipment that is the personal property of the tenant;
- The furnishings and personal belongings of a live-in aide, and/or other reasonable accommodations; and,
- Other reasonable out-of-pocket expenses that are not prohibited.

### Ineligible Moving and Related Expenses

A displaced person may not claim or receive payment for the following moving and related costs for either residential move types:

- Relocation Expenses Not Pre-approved in writing;
- Interest on a loan to cover moving expenses;
- Personal injury;
- Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before NCORR;
- Expenses for searching for a replacement dwelling;
- Costs for storage of personal property on real property already owned or leased by the displaced person; and
- Refundable security and utility deposits.

### Fixed Payment for Moving Expenses

This payment will be determined according to the applicable Fixed Residential Moving Cost Schedule published by the Federal Highway Administration (FHWA). The allowance reflects the number of rooms in the displacement dwelling (which may include outbuildings), all moving and related expenses, and takes into consideration whether the displaced person owns and must move the furniture. If a room contains an unusually large amount of personal property (e.g., a crowded basement), the Agency may increase the payment accordingly (e.g., count it as two rooms). See FHWA website for cost schedule: [https://www.fhwa.dot.gov/real\\_estate/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm).

**Table 4: FHWA Fixed Move Schedule**

Furnished Units		Unfurnished Units	
1 Room	\$550.00	1 Room-with no furniture	\$350.00
2 Rooms	\$750.00	Each Additional Room-no furniture	\$50.00
3 Rooms	\$1,050.00	Dormitory	\$100.00

Furnished Units		Unfurnished Units
4 Rooms	\$1,200.00	
5 Rooms	\$1,350.00	
6 Rooms	\$1,600.00	
7 Rooms	\$1,700.00	
8 Rooms	\$1,900.00	
Each Additional Room	\$150.00	

Note: This schedule will be updated from time to time when Federal Highway Administration (FHWA) revises the fixed moving fee schedule for NC. FHWA published a new fee schedule effective August 26, 2021, but the rates did not change for NC.

## 2.22 RELOCATION OF TENANTS OCCUPYING MHUS

Eligible residential tenants involuntarily displaced either temporarily or permanently by the participation of an Mobile Home or Manufactured Housing Unit (both referred to here as MHU) owner in a NCORR program will receive relocation assistance. The designation of the MHU as real or personal property is relevant to the applicant to a NCORR program but is immaterial when considering the relocation services required for the involuntary relocation of residential rental tenants. The circumstances surrounding the displacement of MHU tenants govern the relocation services that affected tenants will receive.

NCORR programs will not result in the involuntary displacement of MHU owners but may result in the involuntary displacement of MHU tenants. Such displaced tenants would be entitled to permanent or temporary relocation services if they meet eligibility requirements in section 2.5. A displaced MHU tenant is eligible to receive advisory services, moving expense payment and replacement housing payments in the same manner and subject to the same requirements as persons displaced from conventional dwellings. MHU tenant displacement may occur under the following circumstances:

- **Strategic Buyout Program.** If the MHU property owner voluntarily sells the site (i.e., land) housing an MHU structure, or sells the real property MHU (i.e., site and affixed MHU structure) under the Strategic Buyout Program, any tenant occupant will require permanent relocation.
  - If the tenant rents the land and the structure, or only the structure, and meets URA eligibility criteria, they will be entitled to URA advisory services described in section 2.8 (including the provision of one to three comparable replacement housing dwellings, etc.) and relocation assistance (coverage of actual or fixed moving expense, utility connection expenses, replacement housing payments, etc.) as described in section 2.21.
- **Homeowner Recovery Program.** If the MHU property owner participates in the rehabilitation, elevation, or replacement of the MHU (including with either an MHU or modular unit) that is occupied by a tenant, the tenant occupant may be required to temporarily relocate.
  - If the tenant rents the land and the structure, or just all or part of the structure, and meets URA eligibility criteria, the tenant will be entitled to temporary relocation advisory services and benefits including referral to temporary housing, reimbursement for moving expenses from the site and to return to the site; storage expense, if applicable; increased housing cost payments, if applicable; utility connection services to and from the displacement dwelling, etc. (see section 4.0 on Temporary Relocation).

- If the return to the original site is infeasible because of the revision in unit size, changes in tenant household composition, or other reason, or if temporary relocation exceeds twelve months, the tenant shall be offered permanent relocation assistance under URA (see section 3.0).

NCORR does not involuntarily displace MHU owners and does not move MHU structures, purchase replacement sites for MHUs, or provide infrastructure utilities for MHUs at replacement housing sites.

## 2.23 ADVANCES, CLAIMS AND PAYMENTS

### Advanced Payments

#### Advanced Payments

When it is determined that a tenant can avoid or reduce a hardship that will be caused by the required relocation, in accordance with 49 CFR § 24.207(c), NCORR may make advance payment for the following relocation related expenses:

- Rental security deposit not to exceed two months (including deposits for pets, parking, etc.). The amount of the deposit may not exceed the amount of the monthly rental housing payment;
- Utility service connection and/or reconnection;
- Cost of a commercial moving service (may include packing materials and packing), unless it can be paid under the Program's direct payment agreements;
- Storage; and/or
- Other relocation related expenses as approved.

Hardship is defined as an undue financial burden that would either deplete the financial resources of the tenant household, or in those cases where the tenant household's lack of financial resources or poor credit would preclude the household from relocating in a timely manner. Timely manner is defined as those timeframes indicated in the URA notices and letters issued by the NCORR program. All requests for advance payments must be approved by the Chief Recovery Officer or designee.

Advances for costs that are reimbursable to the tenant (such as rental security or utility service deposits) must ultimately be covered by the tenant. The NCORR program may advance costs that are reimbursable to the tenant. However, NCORR must recover these costs as NCORR is not allowed to permanently pay for such costs under URA. Supporting documentation (such as receipts or Lease) must be provided to NCORR for the cost of the advance. The amount of any advance payment will be deducted from the final total payments due to the tenant from anticipated relocation expense reimbursements, and/or replacement housing payments or down payment assistance. Before an advance payment is made, tenants will be required to execute a form that indicates that the tenant approves the deduction of any advance payments from total relocation benefits anticipated to be due to them. Further, should the total amount of the advance payment(s) exceed the amount of the benefits expected to be due to the tenant, the tenant must certify that they agree to repay NCORR for any outstanding amount or difference by a certain date for any advance payment being made.

In order to ensure that the advance payments accomplish the objective, payments will be made directly to the provider of the service needed by the tenant. For example, if a rental deposit is needed, the payment

shall be made directly to the landlord/property owner of the rental property being rented by the tenant. In such cases, tenants will be required to execute an *Assignment of Payment Form* so that payment may be made to the third party.

### Requirements for Filing a Claim

Any cost that will be reimbursed to the tenant must be pre-approved by the NCORR program. Quotes obtained by URA Specialists will meet the pre-approval requirement. Any claim for a relocation payment must be supported by such documentation as may be reasonably required to support expenses incurred, such as receipts, bills, certified prices, appraisals, or other evidence of such expenses. URA specialists will assist tenants with the completion and filing of all required claims for payment. Tenants must complete and sign the proper claim form to be reimbursed for pre-approved relocation expenses, replacement housing and/or a down payment. Claim forms must be approved by Chief Recovery Officer or designee in order to be processed.

### Deadline for Filing a Claim

Relocation assistance claims must be filed with NCORR no later than 18 months after the date the tenant was displaced. On a case-by-case basis, for good cause, NCORR may extend any time limit specified for: (1) The filing of a claim or (2) occupying a replacement dwelling in order to qualify for a replacement housing payment. NCORR will document the basis for denying a person's request for an extension of such time limits and provide the determination in writing to the person requesting the extension and how to appeal the determination.

### Notice of Denial of Claim

If NCORR disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination, and the procedures for appealing that determination.

### Claim Forms for Permanent Relocation Assistance

Based upon documentation provided by the tenant, the URA specialist should prepare the following claim forms for assistance on behalf of the tenant. After the forms are prepared, the Certification of Legal Residency in the United States must be completed by the tenant and then the form must be signed by the tenant.

- *Claim for Rental Assistance or Down-Payment Assistance (HUD Form 40058)*
- *Residential Claim for Moving and Related Expenses (HUD Form 40054)*

Supplemental to the HUD Claim Forms for assistance, the additional forms must be prepared and obtained by the URA specialist, including but not limited to:

- *Office of the State Controller Vendor Electronic Payment Form for the tenant, if applicable*
- *State of North Carolina Substitute W-9 Form (must be completed by all displaced persons and vendors)*
- *Relocation Subrogation Disclosure and Assignment Agreement (must be signed by the tenant)*

The HUD Form 40058 "*Claim for Rental Assistance or Down Payment Assistance*" must be accompanied by a copy of one of the following as applicable:

- Executed Lease for the tenant's post-relocation unit or Tenant Self-Certification of Rental Property; or
- Disclosure Statement showing the purchase price of the replacement dwelling or Deed.

In addition, for rental assistance, a printout showing the average monthly utilities for each unit must also be attached as these costs are the basis for the calculation of the tenant's Replacement Housing Payment (RHP) (i.e., the difference between rent and utilities at the pre-relocation unit and the temporary unit).

The HUD Form 40054 "Residential Claim for Moving and Related Expenses," allows for claims of either fixed or actual expenses. Actual self-move expenses should be accompanied by two (2) quotes from moving companies, proof of the actual expenses incurred by the tenants (bill from the moving company), and proof of payment.

In addition to the claim forms for assistance, the tenant will also need to complete and sign the *Office of the State Controller Vendor Electronic Payment Form* (if feasible) for NCORR to directly deposit the relocation funds into the tenant's bank account. A W-9 must be completed and signed by the displaced person and/or the landlord in order to receive payments. Vendors that provide URA-related services through NCORR, NCDPS, or another vendor, will also be required to complete a W-9.

If payment to a third party is needed, the *Assignment of Payment Form* is required to be completed and signed by the tenant. This form authorizes the program to make payments directly to a person or third party vendor, instead of the tenant being relocated. For permanent relocation, any advanced security deposit costs will be made directly to the landlord of the replacement dwelling unit. For temporary relocation, any costs for security deposits or rental payments for increased costs will be made directly to the landlord of the temporary dwelling unit. Advance payments may be made directly to third parties such as landlords, moving companies, etc.

All supporting documents needed to support the amounts being requested on HUD Claim forms must be submitted as part of the request for payment and signed by the displaced person. Supporting documents may be receipts for reimbursement to the property owner or tenant, and invoices for payment of moving costs, third-party vendors, and provider of relocation services.

### **Expeditious Payment**

NCORR will review claims in an expeditious manner. The claimant shall be promptly notified as to any additional documentation that is required to support the claim. Payment for a claim will be made as soon as feasible following receipt of sufficient documentation to support the claim.

### **Payment Based on Percentage of Lawfully Present Household Members**

URA payments will be based on the number of lawfully present household members. For example, if three out of the four household members are lawfully present but one member is not, the total payments under URA will be 75% of the total as 75% of the household meets the lawfully present requirement.



## 2.24 DISBURSING RENTAL ASSISTANCE

### Manner of Disbursing Rental Assistance

Relocation assistance payments for residential tenants who are displaced for HUD projects are subject to 42 USC §3537c, Prohibition of lump-sum payments, and must be disbursed in installments, except that lump sum payments may be made to cover: (1) a housing assistance payment when it qualifies as a housing of last resort payment; (2) moving expenses; (3) a down payment on the purchase of replacement housing, or incidental expenses related to (2) or (3). Whenever the payment is made in installments, the full amount of the approved payment shall be disbursed in regular installments, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing. Therefore, if the tenant moves during the 42-month period, the rental assistance payment will not be revised but will remain the same as the original calculation.

### Installment Payments for Replacement Assistance Payments (RAP)

The replacement housing payments will be made directly to the displaced tenant. In accordance with URA regulations, replacement housing payments are calculated for a 42-month period. The full amount of the approved payment will be disbursed in two equal installments, whether or not there is any later change in the tenant's income or rent or in the condition or location of the tenant's housing. Therefore, NCORR's installment payment policy is to make two equal installment payments, made no more than four (4) weeks apart.

### Replacement Housing Payment for Housing of Last Resort

To ensure that a displaced person is not unduly burdened financially, NCORR is required to provide additional cash or alternative assistance under the Housing of Last Resort regulations, which allow NCORR to exceed the statutory limits of assistance. For ease of administration and record keeping, and to ensure that all assistance is made expeditiously to the displaced household, NCORR will provide a lump sum payment for any replacement housing payment amount that qualifies as a last resort payment<sup>1</sup>. All last resort payments must be approved by the Chief Recovery Officer or designee to be processed.

### Deductions From Relocation Payments

NCORR will deduct the amount of any advance relocation payment from the relocation payment(s) to which a displaced person is otherwise entitled. However, NCORR will not withhold any part of a relocation payment to a displaced person to satisfy an obligation to any other creditor.

### Conversion of Payment to Down Payment

A displaced person, who initially rents a replacement dwelling and receives rental assistance payment (see sections 2.13.-2.15), may later purchase a replacement dwelling. The remaining rental assistance payment may be converted to a down payment if the eligibility criteria are met for such payment, including purchase and occupancy within the prescribed 1-year period (see sections 2.12 and 5.4). The amount of the purchase assistance payment will be the amount calculated under section 2.15, minus any portion of the rental assistance that has already been disbursed. The entire purchase assistance payment must be applied, at closing, to the purchase of a decent, safe, and sanitary replacement dwelling. (NOTE: In the

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<sup>1</sup> 49 CFR 24.404(c)(1) (i): A replacement housing payment in excess of the limits set forth in [§ 24.401](#) or [§ 24.402](#). A replacement housing payment under this section may be provided in installments or in a lump sum at the [Agency's](#) discretion.

event the displaced person purchases a decent, safe, and sanitary replacement prior to converting his/her rental assistance payment to purchase assistance, the entire amount must be used to reduce the outstanding mortgage balance.)

### Payment after Death

A replacement housing payment is personal to the displaced person and upon his or her death the undisbursed portion of any such payment shall not be paid to the heirs or assigns, except that:

- The amount attributable to the displaced person's period of actual occupancy of the replacement housing will be paid. Actual occupancy is defined as the full month in which the person becomes deceased.
- If a remaining family member was living with the displaced person at the time of their death, any remaining payments will be made to the remaining family member who continues to live in the dwelling, and who was part of the original household living in the dwelling [e.g., a mother and adult daughter live together. If the mother dies but the daughter continues to reside there, the daughter will receive the remaining payments].
- Any portion of a replacement housing payment necessary to satisfy the legal obligation of an estate in connection with the selection of a replacement dwelling by or on behalf of a deceased person shall be disbursed to the estate.

### Tenant Acknowledgement of Relocation Payments

Once the final payment request has been submitted, the URA specialist should prepare a *URA Payment Acknowledgement Form* that lists all relocation expense payments and the total of those payments. Program staff will upload the signed form into the system of record.

## 2.25 SYSTEM OF RECORD

URA specialists will track and record all tenant files, relocation payments, notices, supporting documentation, and actions in a system of record.

## 2.26 TENANT APPEALS

All tenants will have an opportunity to file an appeal in accordance with the URA regulations at 49 CFR 24.10 and the NCORR Appeals Policy. For tenants with potential communication barriers, including limited English proficiency, or who otherwise require reasonable accommodation in preparing an appeal, the NCORR program shall provide such assistance directly or through an appropriate third party at no cost to the tenant. Tenants will be provided with a copy of the NCORR Appeal Procedures during their intake interview. NCORR Appeal Procedures will also be mailed to tenants as an enclosure to any appealable determination.

## 2.27 PREVENTION OF FRAUD, WASTE AND MISMANAGEMENT

NCORR will follow its Fraud, Waste, and Abuse (FWA) Policy in administering relocation benefits described in this manual and will make efforts to recapture funds when appropriate. The program will take appropriate measures to carry out acquisition, rehabilitation, and relocation efforts in a manner that minimizes fraud, waste, and mismanagement. Fraud generally involves deception through the misrepresentation or omission of material facts for the purpose of illegitimate gain. NCORR programs are monitored for compliance with the FWA Policy, and are held to the principles, monitoring, and internal

control policies and procedures as provided in NCORR's Policy. The FWA policy to prevent or identify fraud, waste and abuse is implemented through programmatic checks and tasks, including but not limited to the following:

- Tenant Identification check.
- Required government-issued documentation to determine tenant identity.
- Certification requirement to meet lawfully present eligibility criteria.
- DOB/VOB analyses.
- Conducting third-party verification of disaster assistance, to ensure that the CDBG-DR and/or CDBG-MIT funding is not provided twice for the same activity as that would be a duplication of assistance already provided.
- Instances of fraud will be reported to the proper authorities including the HUD Office of the Regional Inspector General.

Notices to program applicants and potential URA recipients regarding benefits and payments will carry this warning statement as required by regulations:

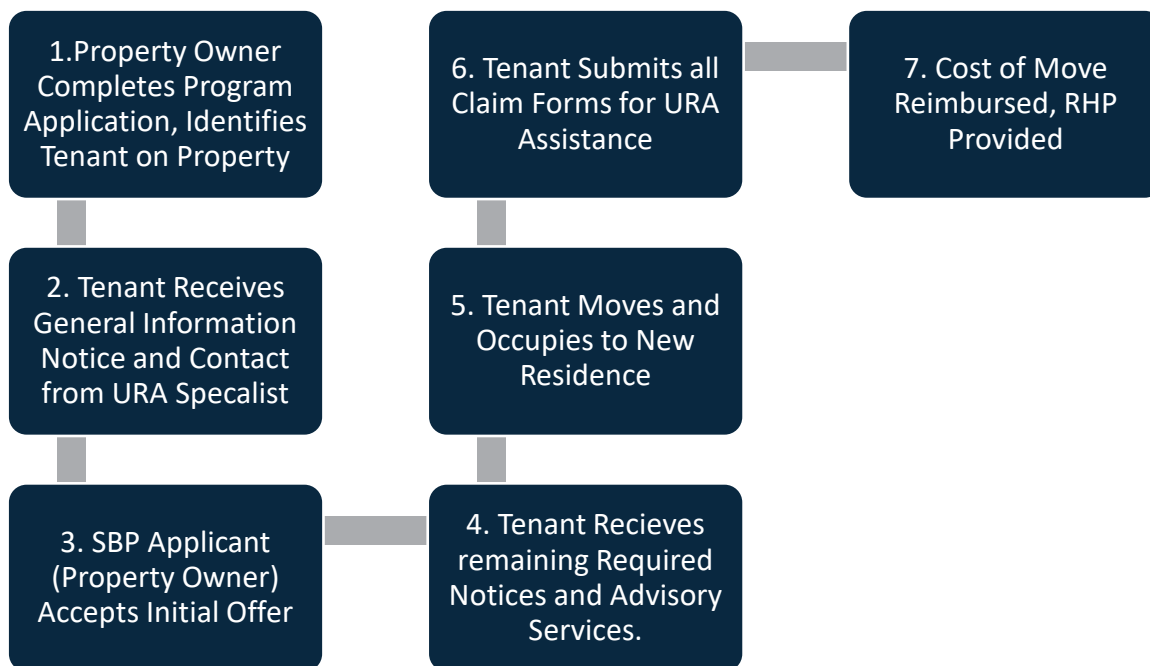
Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

## 3.0 URA for NCORR Program Tenants – Permanent Relocation

NCORR expects that permanent relocation will be performed under its Strategic Buyout Program. However, it is possible that the temporary relocation provided under Homeowner Recovery Program could become permanent relocation if the relocation timeframe extends beyond twelve months, if the property converts in size or cannot accommodate the returning tenant, or for other reasons.

Permanent residential relocation involves the following basic activities under all NCORR programs, which is illustrated in Figure 3.

**Figure 3: Overview of the URA Process for Permanent Relocation**



When an applicant completes a NCORR application, they are required to disclose whether there are tenants occupying their property. Once a complete application is received (as verified by the program) or NCORR becomes aware of a tenant who will be permanently displaced, the URA team will issue a GIN and contact the tenant to make an appointment or begin the intake process. The applicant will also be provided a copy of the GIN so that all parties are informed.

Upon application, landlord applicants will be provided with a *Landlord Fact Sheet* that explains their responsibilities. If the applicant owner owns a vacant rental unit, the landlord must provide a Move-In Notice to any prospective tenant who is interested in occupying the property, following the requirements in section 2.7.

During the tenant intake process, the URA specialist will gather information from the tenant (see section 2.9 for more information). The URA specialist will find out what size unit the household needs, where the tenants work, and other relevant information that will assist the URA specialist in finding comparable replacement dwellings and collecting data for the replacement housing payment analysis. The URA specialist will also collect demographic and income information on the displaced household. During the interview, the URA specialist will collect eligibility information on the tenant household to determine whether the household meets the lawful occupant and lawfully present eligibility criteria (see section 2.5 for more information).

As it relates to the Strategic Buyout Program, once all property owners of a property accept the Program's Initial Offer Package, the date of the Initiation of Negotiations (ION) is established based on the last date of acceptance. Once the ION is established, the NCORR program will notify the tenant that they are eligible for URA relocation assistance under URA by providing the tenant with a *Notice of Eligibility* (NOE) (see Section 2.7.3 for more information). This notice is either combined with or is followed by the provision of the *90-Day Notice to Vacate* form (see section 2.7.4 for more information).

When the program issues a NOE to the tenant, it will describe the available relocation assistance, the estimated amount of assistance based on the tenant's individual circumstances and needs, etc. Any disaster assistance received in response to one of the recent presidentially declared disasters, as applicable, will be reviewed and the amount may be deducted from the rental assistance payment amounts if considered to be a duplication of benefits.

Prior to issuance of the NOE, the URA specialist will begin the groundwork for locating comparable units for the tenant to view (see section 2.10). The 90-day period to vacate cannot begin until the tenant is offered at least one comparable replacement dwelling. The URA specialist will ensure that the comparable unit(s) are inspected and determined to be decent, safe, and sanitary. If possible, the inspection will occur before the tenant views the dwelling, and before they occupy the dwelling (see section 2.11). If the dwelling does not meet the DSS standards and there is sufficient time for upgrade or repairs, the unit may be inspected again to determine if it will pass the DSS inspection. If there is insufficient time for repair or upgrade, another comparable dwelling must be found.

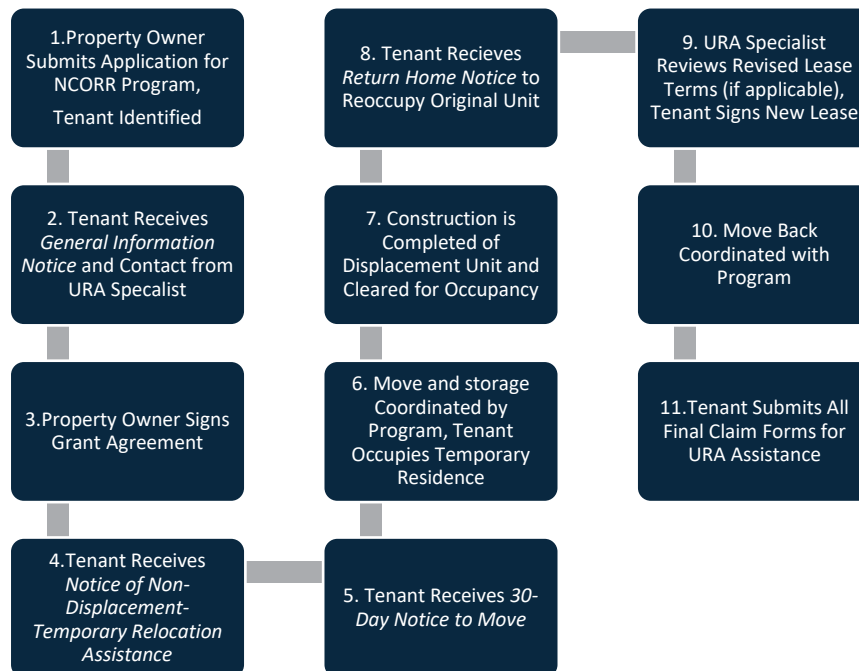
During this period, once a unit(s) is identified, the URA specialist will also calculate the rental assistance payment (or down payment) (see section 2.15). Further, the URA specialist will inform the tenant of the reimbursement process for moving and related expenses, including utility connections (see section 2.17).

If the applicant withdraws their application voluntarily or involuntarily, or does not accept the program's Initial Offer, the tenant will be sent a *Notice of Non-Displacement - Permanent Relocation Not Required* (see Section 2.7.5), indicating that they are not entitled to URA relocation benefits because they will not be displaced by program activities. Recognizing that tenants may have already made arrangements to move (including signing a new lease) by the time they receive the *Notice of Non-Displacement*, NCORR will review tenant circumstances on a case-by-case basis. In cases where the tenant has made critical arrangements to move and the *Notice of Non-Displacement* is provided late within the 90-day period to vacate, NCORR may decide to provide URA services and benefits to such tenants.

## 4.0 URA for NCORR Program Tenants - Temporary Residential Relocation

NCORR programs will provide temporary relocation as stipulated in the *HUD Handbook 1378: Tenant Assistance, Relocation and Real Property Acquisition*, subsequent HUD notices, and in URA regulations, as applicable. Temporary relocation involves the following basic activities under temporary NCORR programs, such as the Homeowner Recovery Program (HRP), illustrated in Figure 4 below.

**Figure 4: Overview of Temporary Location Process**



Eligible tenants residing in properties participating in HRP that involve reconstruction, replacement or rehabilitation (including elevation) will receive temporary relocation assistance if they must move temporarily (less than 12 months). In these cases, program activities will be planned and carried out in a manner that minimizes any hardships for households residing in storm-damaged properties.

The temporary relocation housing choices available to tenants will be based on the anticipated length of temporary relocation, scope of work for the property undergoing NCORR treatment, housing availability in the area, and the tenants' individual circumstances, such as having children who need to go to a nearby school, being close to medical facilities or employment, or other considerations. Whenever feasible, tenants will be asked to choose the type of housing for their temporary relocation. Housing choices may include a hotel stay, a rental unit with cooking facilities, to live with family and friends, or other situation. Because the housing choices available to tenants depend on the anticipated time of the length of the relocation, a very short-term relocation will likely be given the option of a hotel stay or living with family and friends. For short term relocations, hotels and family living are the most feasible housing options. On the other hand, longer term relocations that are anticipated to be more than six months but less than a



year, will likely be given the choice of a rental unit with cooking facilities, or living with family and friends, as these options would be the most feasible situation for the longer timeframe. The determination of the feasibility surrounding housing options will be made solely by the program. Regardless of the circumstances regarding the temporary relocation, tenants will not be required to identify a temporary relocation dwelling. URA specialists will identify at least one temporary dwelling that will be available for the tenant household. All temporary units must also be up to local building codes, be suitable in nature to the displaced person's current dwelling, and must pass a decent, safe, and sanitary (DSS) inspection.

To ensure that tenants are provided with all necessary assistance, URA specialists will assess the household needs of those being temporarily relocated to provide relocation assistance established under the URA (see section 4.2 below for services provided).

#### **4.1 TIMEFRAMES FOR TEMPORARY RELOCATION**

Tenants will be given a thirty (30) day advance written notice to vacate (see Section 2.7.7) prior to the required relocation date. The tenant's URA specialist will provide relocation services to facilitate this relocation.

The length of time for the temporary relocation will be determined by the HRP applicant's scope of work and will be communicated to the tenant for planning purposes and coordination of their move. If a tenant's temporary relocation exceeds twelve (12) months, the URA specialist will contact the tenant to offer permanent relocation assistance. Such tenants may be given the opportunity to choose to remain temporarily relocated for an agreed period (based on new information about when they can return to the displacement unit), choose to permanently relocate to the unit which has been their temporary unit, if feasible, or choose to permanently relocate elsewhere with URA assistance.

All temporarily displaced households will be notified in writing regarding returning to their unit once the unit is confirmed to have passed an NCORR final inspection for the repaired, rehabilitated, or reconstructed unit. Once the final inspection has been passed, the URA specialist will notify the tenant that they can return home with a *Return Home Notice* (see Section 2.7.8) giving the displaced household a thirty (30) day notice to move and re-occupy the rehabilitated/reconstructed unit.

This timeframe to return home will generally coincide with the terms of the lease at the temporary unit, if applicable. A 30-day notice to return to the original dwelling will be provided however, tenants may return sooner if they desire, if allowable according to the lease terms of the relocation dwelling, and if the unit is available. In addition, it is the responsibility of the tenant to move within the allotted timeframes, clean the temporary unit, and return all keys to the landlord. The program will not be responsible for additional rental payments if the tenant fails to vacate the temporary unit in the time allotted. The program will not reimburse the tenant for any deposits such as security deposits or deposits for utility services that are slated to be reimbursed to the tenant.

If the timeframe for a temporary relocation is extended due to the failure of the contractor to complete the work within the prescribed timeframe, the program will advise the tenant and work with the landlord at the temporary unit to extend the lease or rental agreement and pay for additional costs.

## 4.2 ADVISORY SERVICES FOR TEMPORARY RELOCATION

URA specialists will provide advisory services to tenants who are required to temporarily relocate. Advisory services are provided to ensure that the program understands the needs of persons being temporarily relocated, and includes an explanation of available relocation assistance to tenants and an explanation of the tenant's right to appeal to program determinations.

Temporary relocation advisory services will include:

- Communication including an explanation of temporary relocation requirements and services
- Personal interviews to objectively assess tenant's specific needs (unit size, location, accessibility, pets, etc.)
- Timely program notifications
- Appeal procedures provided and explained
- Written advance notice of the move and return home
- Referral to suitable, available rental unit, hotels, or extended stay facility
- Move-in inspection of the temporary unit to ensure decent, safe, and sanitary (DSS) housing
- Moving, packing, and storage arrangements
- Claims and reimbursement policies and procedures that are timely and fair
- Assistance with filing claims and appeals may be provided
- Reimbursement for the following as applicable: storage and packing/moving payments; utility connection and reconnection; the transfer of phone, internet, cable; other moving expenses
- Meal allowance, if applicable
- Reimbursement for any increased cost of the temporary dwelling unit (as needed).
- Referrals for housing counseling and classes

## 4.3 COORDINATION OF TEMPORARY RELOCATION

NCORR will ensure that construction start dates are carefully coordinated with the tenant and that the tenant has received the following notices at a minimum:

- *General Information Notice (GIN) (see Section 2.7.1)*
- *Notice of Non-Displacement-Temporary Relocation Required (see Section 2.7.6)*
- *Appeals Procedures*
- *30-Day Notice to Vacate - Temporary Relocation (see Section 2.7.7)*
- *Return Home Notice (see Section 2.7.8)*

The URA specialist will upload the signed tenant acknowledgment and certified mail receipts for all notices into the system of record.

## 4.4 FRIENDS AND FAMILY RENTAL AGREEMENT

The tenant may propose to relocate to a dwelling owned or rented by family or a friend, instead of relocating to a location identified by the program. In general, this option is allowable however rental payments and reimbursements are required to be reasonable and consistent with the guidelines in this manual. In order to be approved by the program, the Friends and Family housing must meet decent, safe and sanitary (DSS) standards. To ensure such standards, NCORR is required to inspect the selected home to determine that it is decent, safe and sanitary before approving the relocation. All reasonable qualified out-of-pocket expenses incurred in connection with the temporary relocation, such as moving expenses and increased housing costs, shall be reimbursed to the tenant. However, a signed agreement

between the tenant and the landlord/family/friend must be submitted to the program for this arrangement to be eligible for reimbursement. It should be noted that reimbursement for rent at the relocation unit will only be made if this is an increased cost over the rent at the displacement unit. In addition, if this relocation option is selected as a temporary relocation dwelling, the rental assistance payment will be no more than one-half of the fair market rent for the area in which the unit is located. If this relocation is selected as a permanent relocation option dwelling, the relocation assistance will be based on the comparable replacement housing discussed above in section 2.10.

#### **4.5 TENANT RENT PAYMENT RESPONSIBILITIES**

If a tenant is required to move temporarily due to their dwelling undergoing treatment (rehabilitation or reconstruction) by a NCORR program, the program will cover any increased cost for occupying the relocation dwelling. If the tenant is relocated for a short-time frame, the program will cover all of the tenant's rental expense at the temporary dwelling.

#### **4.6 RETURN NOTICES AND POST-RELOCATION RENTAL TERMS**

Once a completion date for the displacement dwelling has been established, the URA specialist will provide a *Return Home Notice* (see Section 2.7.8) for the tenant notifying them that they will be able to return to the unit (specifying the date of their return). In addition, the URA specialist will contact the landlord of the displacement dwelling and request the submittal of a post-relocation lease or the rental terms for review by the tenant. If possible, the post relocation lease/rental terms will be provided to the tenant to review and execute (if applicable) at least 30 days in advance of their return to a displacement unit.

Prior to providing the "post relocation lease/rental terms" to the tenant, the URA specialist must compare the displacement dwelling lease with the post-relocation lease to ensure that the terms are consistent and reasonable, and the rent was not unreasonably increased. Then, tenant will review and sign the lease and tenant acknowledgement. Once reviewed and properly executed (signed), the return home notice, post relocation lease, and tenant acknowledgment of these documents should be uploaded into the system of record. If the terms do not meet the definition of reasonable as noted in section 2.7 (see Notice of Non-Displacement – Permanent Relocation not Required), the program will offer permanent relocation benefits to the tenant.

#### **4.7 TEMPORARY RELOCATION PAYMENT GENERAL GUIDANCE**

Temporary relocation payments include reimbursement for all reasonable and necessary out-of-pocket expenses related to the move to and from the temporary replacement location. All costs must be pre-approved by the program in order to be fully reimbursed. There is no ceiling limit on the reimbursable costs for all reasonable and necessary out-of-pocket expenses.

Any claim for a relocation payment must be supported by such documentation as may be reasonably required to support expenses incurred, such as bills, certified prices, appraisals, or other evidence of such expenses. URA specialists will assist temporarily relocated persons with the completion and filing of any required claims for payment.

#### 4.8 CLAIMS FOR TEMPORARY RELOCATION COSTS

After the tenant moves back to the permanent dwelling and all utilities are restored (or before if all costs are known), the URA Specialist in consultation with the tenant, will complete HUD form 40030 - *Claim for Temporary Relocation Expenses (Residential Moves)*. If an advance(s) was received for the relocation, it will be noted on the HUD form (see section 2.23 for more information on advances). Claim forms must be approved by the Chief Recovery Officer or designee in order to be processed.

After all payments are received by the tenant, the URA specialist prepares the *URA Payment Acknowledgement Form* and obtains the tenant's signature.

All properly executed and acknowledged notices, forms and signed receipts will be uploaded into system of record.

## 5.0 Responsibilities for NCORR, Applicants, and Tenants

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### 5.1 NCORR RESPONSIBILITIES

NCORR programs that fall under the URA or HUD relocation requirements, must carry out all the required activities to assist affected displaced tenants including the provision of relocation advisory services and payment of eligible relocation expenses. NCORR programs will plan accordingly to ensure that adequate time, funding, and staffing are available to carry out these responsibilities. NCORR must ensure that no person involuntarily displaced by CDBG-DR or CDBG-MIT funded program activities is discriminated against. All displaced persons shall be equally provided information, counseling, referrals, and relocation services in accordance with Fair Housing Act requirements.

### 5.2 PROPERTY OWNER RESPONSIBILITIES FOR ALL PROGRAMS

For the purposes of meeting relocation requirements, any property owner who rents out space, whether an apartment, house, or even a room is considered a “landlord.” Information, notices, and forms for landlords, tenants, and the responsibilities of landlords are described in section 2.7. If a unit is vacated, the landlord must immediately inform the program. Once the program is aware of the presence of a tenant, or of a potential tenant, the program and/or landlord will issue the appropriate notices:

- Tenants who have not been in occupancy at least 90 days prior to ION, will receive the notice in section 2.7. Move-In Notices.
- Tenants who are in occupancy 90 days before ION will be provided with a General Information Notice (GIN) that informs the tenant that they may be required to move, that they may be entitled to benefits, and not to move without contacting the program, as they may lose potential benefits if they move. This will be followed by the other required URA notices.

If the tenant has moved without proper notification, after landlord applied to the program, the landlord must provide the following to the URA specialist in addition to the above documents:

- Documentation of actual moving expenses from the dwelling/assisted unit or the number rooms of furniture moved, if any, at the time of displacement and/or affidavit from the landlord regarding the number of rooms occupied at the time of the storm.
- Copy of current lease or purchase agreement, if permanently displaced, for their post-relocation dwelling.
- Copy of current utility bills (12-month average) for their post-relocation dwelling.

### 5.3 TENANT RESPONSIBILITIES FOR ALL PROGRAMS

As previously defined, any person(s) who legally occupies the applicant’s property who receives assistance from a NCORR program is a “tenant” for the purposes of this document. Tenants are potentially eligible for relocation services when the property they occupy becomes eligible for CDBG-DR or CDBG-MIT funded activity that will require the tenant to leave the property for either a temporary or permanent period of time. Tenants will be required to sign and submit certain forms throughout the relocation process.

Tenants are required to sign a *Tenant Certification and Acknowledgement of URA Responsibilities* form that indicates the activities that the tenant must adhere to during the period of advisory services, that

starts with the tenant's receipt of the GIN. Refusal to sign the form and acknowledge tenant responsibilities, may delay the provision of any service, benefits, or payments to the tenant. Basic tenant responsibilities are explained below.

The basic responsibility of tenants is to provide the information needed by the program in a timely manner order to ensure that their relocation and housing needs are met. Tenants are required to inform the program immediately of any critical information such as changes to their income, family composition, housing needs, if they intend to move and other critical information needed for relocation planning. NCORR is aware to how disruptive a move may be for a household and will work with tenants to make any required move, whether temporary or permanent, as seamless, and as trouble-free as possible. Frequent communication is often the key to making relocation a smooth process.

Tenants must continue to comply with the terms of their lease or rental agreement throughout the period of relocation. Many costs associated with relocation are reimbursed to the tenant under URA or temporary relocation services. Tenants are required to obtain pre-approval of any relocation costs that they will want to have reimbursed (see section 2.23 for more information on the requirements for filing claims). However, payments for costs that are ultimately returned to the tenant, such as a rental unit security deposit or utility deposit, are not payable by the program. In hardship situations, such costs may be temporarily advanced. However, if an advance is made for a reimbursable cost, like a security deposit, this amount will be deducted from the amount of funds owed to the tenant for relocation (see section 2.23 on advances for more information).

Tenants must also work closely with their URA specialist in order to assure a successful relocation. They must:

- Provide current and accurate contact information to the URA specialist;
- Provide estimates or quotes of costs for reimbursement which must be pre-approved by the program, or the costs will not be reimbursed;
- Ensure the move is made according to the scheduled dates in move notice(s);
- Complete documentation in a timely manner for which reimbursement is requested such as claim forms, and provide proof of payment; and
- If permanently displaced, rent, or purchase a replacement dwelling within one year of their move and file a claim within 18 months of their move.

Should a tenant choose to opt-out of receiving some or all URA or relocation benefits, the tenant is required to notify the program (see section 3.0 for more information).

### **Tenant Withdrawal or Refusal of URA Assistance Process (Opt-Out Process)**

NCORR will not request or coerce a displaced person to waive his/her rights under the URA. However, tenants who are not interested in receiving relocation payments or services can elect to withdraw or "opt-out" of URA assistance. The displaced person may decide not to file a claim for some or all payments or refuse to execute written documentation required by the program. Alternatively, the tenant may choose to opt-out by completing the relevant NCORR program form. In both cases, the NCORR program will provide the tenant with a description of the specific services and payments (including amounts) that the



tenant would be entitled to. The tenant must identify which assistance or payments that they choose not to accept.

In order for the tenant to select this option the tenant must:

- Acknowledge receipt of the *GIN*;
- Acknowledge receipt of advisory services, benefits or forms on the *URA Payment Acknowledgement Form* and
- Fully understand the amount and type of relocation benefits they are entitled to receive, as documented by their signing of the program's *Voluntary Opt-Out of URA* form.

In cases where a tenant refuses to provide their wishes in writing or becomes non-responsive, the program will document the system of record regarding phone conversations, including any documentation provided by the tenant such as emails, indicating the tenant's choice to reject URA services and payments. Note: The program will take steps to begin the involuntary withdrawal process for those tenants who do not execute and return the *Voluntary Opt-Out of URA form* within 60 calendar days.

## 5.4 LEASE VIOLATIONS

Tenants who violate the terms of their lease agreement, which may cause eviction, will be issued a "*Modified General Information Notice*" (GIN) to notify the tenant that failure to cure their lease violation may result in the loss of relocation assistance.

## 5.5 TENANT POWER OF ATTORNEY AND COMMUNICATION DESIGNEE

In some cases, tenants may designate another person to be their advocate, ask questions on their behalf or to make decisions on their behalf. NCORR may require that the tenant provides a signed Power of Attorney, a Communication Designee form, or a Letter of Representation depending upon the level of authority the tenant is giving the designated person. All program and URA staff must check the tenant's file in the system of record for a POA, Communication Designee, or Letter of Representation form **prior** to discussing the case with any person other than the tenant.

### Power of Attorney (POA)

Tenants may have circumstances that require an appointment of an individual (agent) as Power of Attorney (POA), which gives another person the authority to act on their behalf in specified or all legal or financial matters. The person receiving the power of attorney (agent) is the "attorney in fact" for the person giving the power. Any tenant or their agent may submit a signed and notarized POA which allows the agent the right to act in the same capacity as the tenant for all actions related to the application.

A POA generally is terminated when the principal dies or becomes incompetent, but the principal can revoke the power of attorney at any time.

### Tenant Communication Designee

NCORR understands there may be circumstances when a tenant may prefer another individual to be able to assist with obtaining information, status updates, and as a secondary contact.

Each tenant can designate a third party to communicate with the program on their behalf by completing a Communication Designee Form. A communication designee is authorized to make inquiries with the program regarding the status of the tenant's relocation status. Communication designees are not authorized to sign documents or affidavits, nor make decisions on behalf of the tenant unless he or she also has Power of Attorney. A "Letter of Representation" can be provided for applicants represented by Legal Aid or other legal constituent advocacy groups/private lawyers, rather than a communication designee form.

## 5.6 TENANT COMMUNICATIONS AND PERSONALLY IDENTIFIABLE INFORMATION

It is important that all NCORR staff protect the applicant's and tenant's personally identifiable information (PII) and privacy at all times. NCORR is committed to protecting the privacy of all individual stakeholders, including applicants, tenants, the public, and those individuals working on the program. To ensure the safeguarding of PII, all NCORR activities and programs comply with NCORR's *Personally Identifiable Information Policy*.

## 6.0 Program-Specific Application of URA

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### 6.1 STRATEGIC BUYOUT PROGRAM

#### Program Description

The North Carolina Office of Recovery and Resiliency (NCORR) has implemented the NCORR Strategic Buyout Program (SBP) to provide effective and comprehensive mitigation measures that will protect residents and property from future storm-related damage. Property owner participation in SBP is voluntary, however displaced tenants in Strategic Buyout properties will be evaluated for their eligibility for relocation assistance under URA.

The waiver of Section 414 of the Stafford Act, option b., will apply to the SBP program. Under option b., URA benefits become available to eligible applicants based on a program's start date when federally funded programs begin, or funds become available one year or more after the Presidentially declared disaster. Therefore, because the federal funds were unavailable and/or the Program had not started for more than one year after the qualifying storm events, URA benefits for the Strategic Buyout Program are available based on the Program launch date, January 27, 2020, when the Strategic Buyout Program began taking applications in Whiteville, NC.

#### URA Requirements

Property owner participation in the Strategic Buyout Program is entirely voluntary. If a written Initial Offer is made to a property owner, the owner will be informed in writing that they may reject the offer and NCORR will take no further action to acquire the property. A property owner who applies to the Strategic Buyout Program may withdraw their application or become ineligible at any time prior to closing. However, any tenant who resides in a property that owned by an applicant to SBP may be displaced and therefore may be eligible under the URA. See sections 2.0 on required URA notices and eligibility, and 3.0 on URA for displaced tenants which covers permanent relocation requirements. For SBP, ION is defined as the date when the last owner signs the initial Offer to Purchase, which triggers the tenant's eligibility for URA services and payments.

## **Program Process and URA Implications**

A high-level overview of the Strategic Buyout Program process is available online at [rebuild.nc.gov/buyout](http://rebuild.nc.gov/buyout). As soon as it is feasible, the program, in coordination with the assigned URA specialist, shall take the necessary actions to meet the URA requirements for permanent relocation established in this manual.

Whenever the presence of a tenant becomes known to the program (even if discovered after application), SBP is required to provide the tenant information to URA staff. The program must provide information on the tenant household that includes, but is not limited to, names, contact information, and addresses of the tenants. In such cases, both the applicant and tenants will be referred to a URA specialist to ensure they are provided assistance in accordance with this manual.

## **6.2 HOMEOWNER RECOVERY PROGRAM**

### **Program Description and URA Implications**

At a high level, the Homeowner Recovery Program has an 8-Step Process. Program activities in the Homeowner Recovery Program (HRP) may occur concurrently or occur in a differing order within each step depending on specific applicant circumstances; URA implications are present throughout the 8-Step Process. HRP expects displacement to be minimal under URA because owner participation in HRP is voluntary. However, if there are tenants in an applicant's property, HRP expects to provide those tenants with temporary relocation benefits as provided in section 4.0 this manual. As soon as it is feasible, the assigned URA specialist shall take the necessary actions to meet the URA requirements for temporary relocation established in this manual (see Section 4.0 of this manual for more information).

### **URA Requirements**

The program's main objective is to complete the necessary work to bring a homeowner's primary residence damaged by the recent presidentially declared disasters up to the DSS standards as set forth by HUD, improve resiliency, and, where necessary, to reconstruct damaged homes when repairs are not feasible. The program aims to supplement other funds the homeowner has received to repair or reconstruct their primary residence. Though the program is completely voluntary, in some cases damaged properties may contain tenants. In such cases, the URA requirements established in this manual would directly apply. ION for HRP is defined as the applicant's execution of the Homeowner Grant Agreement, which triggers the tenant's eligibility for temporary relocation services.

### **Program Process and URA Implications**

If a tenant-occupied household, or a damaged property containing a rental unit, is identified during the intake process of the HRP, the URA specialist will provide the notices outlined in section 2. Owner-occupant applicants for the Homeowner Recovery Program who identify their property as a duplex, or indicate having tenants at the intake process, or if tenants are discovered later in the HRP process, shall be required to provide information related to all tenants to URA staff. This information shall include, but is not limited to, names, contact information, and addresses of the tenants. The applicant and tenants will be referred to a URA specialist to ensure they are provided assistance in accordance with this manual.

## 7.0 Record Retention and Monitoring

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### 7.1 RECORDS RETENTION

As the administrator and recipient of CDBG-DR and CDBG-MIT funds, NCORR and its agents will follow the records retention rules as stated in 2 CFR 200.334–200.338 and in North Carolina law, which require financial records, supporting documents, statistical records applicant records, and all other pertinent records be maintained for five (5) years after closeout of the grant between HUD and NCORR. NCORR and its agents will meet all HUD cross-cutting requirements outlined in [2 CFR Part 200 Appendix II](#), including record keeping requirements.

Tenants receiving relocation services and payments will be advised to also retain their records of receipts and cost estimates, requests for reimbursement, and program correspondence and documents for their own files for a period of five years beyond project closeout.

### 7.2 URA QUALITY ASSURANCE AND QUALITY CONTROL REVIEWS

To ensure that URA requirements are met and that program processes move smoothly through the system, the URA team will perform quality assurance and quality control reviews at critical program junctures.

### 7.3 NON-COMPLIANCE WITH REQUIREMENTS

If tenants are identified as being displaced or potentially displaced by NCORR's actions, the URA specialist must proactively address any **non-compliance** as soon as possible by taking appropriate action and fully document program files for issues including, but not limited to, the following:

- Tenants identified as residing in an NCORR assisted unit where temporary relocation was required and did not occur due to the tenant moving out.
- Tenants identified as not returning to a rehabilitated unit after NCORR's work was completed.
- Tenants who did not receive the URA benefits that they were entitled to receive or were underpaid or moved permanently from the unit.
- Tenants who were evicted (improperly) for the landlord to initiate construction work.
- Tenants who did not return to the original unit in an NCORR program due to increases in rent or other unreasonable conditions but who were not provided with permanent relocation services.
- Applicants or Tenants who did not sign required forms.
- Tenants who did not receive all required URA notifications.
- Tenants who weren't fully informed regarding the benefits they may have been entitled to receive.

## Definitions and Acronyms

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The acronyms and definitions used in this manual are in accordance with the **NCORR Program Acronyms and Definitions**, see [NCORR Program Acronyms and Definitions](#). In addition, the following words and terms below also apply to this manual. Additional applicable definitions may be found in 49 CFR § 24.2 (and other sections) and the HUD Handbook 1378, *Tenant Assistance, Relocation and Real Property Acquisition Handbook*, Chapter 1.

**30-Day Notice to Vacate:** A letter issued to a tenant that states the specific date, at least 30 days in advance, by which a tenant must vacate the property and temporarily relocate.

**90-Day Notice to Vacate:** Required by 49 CFR § 24.203(c), a written notification to the displaced tenant of the earliest date by which a tenant must move, which is at least 90 days in advance.

**Acquisition:** The purchase of real property, typically undertaken as a function of the NCORR Strategic Buyout Program. The use of “acquisition” in this document refers to acquisition as an activity as indicated in 49 CFR Parts 24.2, 24.101-105, 24.203, that meet the CDBG-Mitigation definition of “buyout” [in the CDBG-MIT regulations, buyout is an acquisition done with the intent to reduce risk of property damage in a floodplain or a Disaster Risk Reduction Area]. The use of the word acquisition in this document does not refer to the CDBG-DR or CDBG-MIT activity of “Acquisition,” which involves the purchase of storm-impacted property that may be redeveloped.

**Appeal:** A written request from a tenant, regardless of form, for a review and revision of a determination made by the NCORR program.

**Applicant:** Any individual who submits an application for assistance to a NCORR program.

**Appraisal:** A written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

**Area Median Income (AMI):** The median (middle point) household income for an area annually adjusted for household size. HUD estimates median family income annually for each metropolitan area.

**Base Monthly Rent:** see section 2.15 for the full definition.

**Comparable Replacement Dwelling:** A functionally equivalent unit to the displacement dwelling, that is available and affordable to the displaced person. A full definition of this can be found at 49 CFR § 24.2(a)(6).

**Decent, Safe, and Sanitary Dwelling (DSS):** A dwelling which meets local housing and occupancy codes. However, any of the following standards which are not met by the local code shall apply unless waived for good cause by the Federal Agency funding the project. Minimum property standards as established by HUD and defined by 25 CFR § 700.55:

- Be structurally sound, weathertight and in good repair;
- Contain a safe electrical wiring system adequate for lighting and other divides;
- Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person;
- Be adequate in size with respect to the numbers and area of living space needed to accommodate the displaced person. The number of persons occupying each habitable room used for sleeping purposes shall not exceed local housing codes or in the absence of local codes the policies or such Agencies;
- There shall be a separate, well-lit and ventilated bathroom which provides privacy to the user and contains a sink, bathtub or shower stall and a toilet all in good working order and properly connected to appropriate sources of water and to a sewage drainage system;
- Contains unobstructed egress to safe, open space at ground level; and
- For a disabled person with a disability be free of any barriers which would preclude reasonable ingress, egress, or use the dwelling by such displaced person.

**Displacing Agency:** Any Federal Agency carrying out a program or project, and any State Agency or person carrying out a program or project with Federal financial assistance, which causes a person to be a displaced person. See 49 CFR § 24.2 (1)(ii).

**Displaced Person:** Any person (family, individual, business or non-profit organization) who moves from real property or moves personal property from the real property as a direct result of an acquisition, rehabilitation, or demolition by a federally assisted program. See 49 CFR § 24.2(a)(9) for complete definition.

**General Information Notice (GIN):** Required under 49 CFR 24.203(a), this required notice informs potentially displaced individuals that they may be displaced, not to move, and covers general URA requirements and rights. See 49 CFR 24.203(a) for complete definition.

**Initiation of Negotiations Date (ION):** The ION date is the trigger for issuance of the Notice of Eligibility for Relocation Assistance (“NOE”) or Notice of Non-displacement (“NND”). See 49 CFR § 24.2(a)(15) for complete definition.

**Landlord:** Any applicant who owns a rental property, including any property owner who rents out space, whether an apartment, house, room.

**Manner of Notices:** Each Notice which the Agency is required to provide to a property owner or occupant shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in Agency files. Each Notice shall be written in plain, understandable language. Persons who are unable to read and understand the Notice must be provided with appropriate translation and counseling. Each notice shall indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. (49 CFR § 24.5).

**Not Suitable for Rehabilitation:** Properties meeting one of the following definitions:

- Properties with total damages (estimated cost of repair plus the value of the damage repair verification) greater than or equal to 70% of the pre-storm tax assessed value.

- The damage threshold excludes asbestos and lead testing and removal/abatement, accessibility costs such as ramps and lifts, and approved change orders.
- Properties with an estimated cost of repair greater than the program cap for rehabilitation (currently \$70,000).
- Properties that have been determined to be not suitable for rehabilitation by order of the local jurisdiction or are unsafe to inspect due to damage to the property.
- Properties located within the FEMA-designated 100-year floodplain that are not currently elevated 2 ft. above base flood elevation (BFE) or 2 ft. above the high-water mark, in accordance with program elevation requirements.
  - Properties located within a Disaster Risk Reduction Area (DRRA) as formally adopted by NCORR, within or outside of the 100-year floodplain must also meet this requirement. DRRA adoption is effective as of the date that the DRRA was finalized by NCORR and approved by NCORR Senior Staff. Applicants who completed construction prior to the effective date of the DRRA, or applicants who are undergoing CDBG-DR funded construction (i.e., the contractor has been issued a notice to proceed) for rehabilitation, reconstruction, or MHU replacement prior to the date of DRRA adoption are not retroactively affected by the DRRA adoption.

**Notice of Intent to Acquire:** This notice informs the person of the agency’s intent to acquire the property. This notice establishes eligibility for relocation assistance prior to ION and/or prior to the commitment of Federal financial assistance. See 49 CFR 24.203(d) for more information.

**Notice of Relocation Eligibility:** This notice informs a person that they are eligible for relocation assistance. See 49 CFR 24.203 (b) for more information.

**Ninety-Day Notice:** This notice informs a lawful occupant that they will be required to move upon receiving a 90 day advance written notice of the earliest date by which he or she may be required to move. See 49 CFR 24.203(c) for more information.

**Section 104(d):** Under section 104(d) of the Housing and Community Development Act of 1974, as amended (HCD Act) (Pub. L. 93-383, 42 U.S. C. 5301 et seq) and the implementing regulations at 24 CFR part 42, a **residential anti-displacement and relocation assistance plan [RARAP]** is required and must provide for: 1) One-for-one replacement of occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to another use in connection with a development project assisted under Parts 570 and 92, and 2) provide relocation assistance for all low- and moderate-income persons who occupied housing that is demolished or converted to a use other than for low- or moderate-income housing

**The Uniform Act (URA) 49 CFR § 24.2(a)(28):** The term Uniform Act means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91–646, 84 Stat. 1894; 42 U.S.C. 4601 et seq.) (URA), and subsequent 42 U.S.C., and North Carolina General Statutes G.S. 133-5 through 133-18 in accordance certain objectives.



## Appendix A: Occupancy Guidelines

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To comply with the Fair Housing Act, agencies must have reasonable occupancy policies that are not discriminatory. In general, NCORR will apply the following occupancy guidelines which will determine the size of the maximum number of bedrooms in the replacement dwelling. Generally, no more than two persons are required to occupy a bedroom. Children up to the age of three may share a bedroom with a parent, if the parent so wishes, however a bedroom should be assigned to the child for permanent relocation to avoid overcrowding in the future. In addition to following these guidelines, any replacement dwelling must be meet HUD's decent, safe, and sanitary (DSS) requirements.

- 1 Bedroom (BR) for the head of household and their spouse/partner.
  - Single person families will have one bedroom.
- 1 BR for every two minor children of the same gender.
- 1 BR for an only child.
- 1 BR for a multi-generational member or other adults.
  - A multigenerational household is one that contains three or more parent-child generations; for example, the householder, child of householder (either biological, stepchild, or adopted child), and grandchildren of householder. A householder with a parent or parent-in-law of the householder and a child of the householder may also be a multigenerational household.
- 1 BR for approved live-in aides.
  
- All children expected to reside in the unit must be counted (e.g., unborn children, children in the process of being adopted, foster children, and 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 counted.
  - Adult children on active military duty and permanently institutionalized family members are not included in the bedroom count.

### EXCEPTIONS OR REASONABLE ACCOMMODATIONS

In determining appropriate unit size, the program may consider other factors such as the unit's total size, family relationships, unit configuration and features, and local code. NCORR will also consider a reasonable accommodation to its established standards. The program may determine a unit size that differs from the above that is justified by the age, sex, and relationship of household members; other personal circumstances; unit size; unit configuration; or pursuant to a reasonable accommodation.