



POLICY & PLAN

Uniform Relocation

NY Rising Housing Recovery Program

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Prepared by
Governor's Office of Storm Recovery of the
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Office of Community Renewal

The policies stated in this manual are current as of July 2018. This manual represents the current version of the Governor's Office of Storm Recovery's (GOSR) policy which shall provide general guidance for the operation of the GOSR program. All policy manuals will be reviewed periodically and will be updated. GOSR will use its best efforts to keep all of its Policy Manuals current. Therefore, you are strongly urged to visit our website www.stormrecovery.ny.gov or to contact info@stormrecovery.ny.gov to ensure that you have the latest version of GOSR's policies. There may be times, however, when a policy will change before the manual can be revised.

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POLICY & PLAN
NY Rising Housing Recovery Programs
Version Control

Version Number	Date Revised	Description of Revisions
1.0	July 2017	Created Policy and Plan
1.1	September 2017	Installment Payments
1.2	March 2018	Payments Made on Behalf of Tenants
1.3	July 2018	Eligible Expenses

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1.0 Residential Anti-Displacement Plan and URA Relocation Assistance Procedures

The NY Rising Housing Program (“Program”) is inclusive of the NY Rising Homeowners Program, Rental Property Program, Affordable Rental Opportunity, Condominium and Cooperative Program, and Manufactured Home Community Resiliency Program. The Program establishes the plan and procedure outlined in this document to achieve compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and minimize the permanent displacement of tenants affected by Programs and/or the storms (Hurricane Irene 8/28/2011, Tropical Storm Lee 9/6/2011, and Superstorm Sandy 10/29/2012).

Consistent with the goals and objectives of activities assisted covered by the URA, GOSR will take the following steps to minimize the direct and indirect displacement of tenants from their homes:

- Adopt policies which provide reasonable protections for tenants faced with temporary and/or permanent relocation resulting from Program-funded activities.
- Coordinate all Program activities with applicants, contractors, and local code enforcement with tenants affected by acquisition, rehabilitation, or demolition of Program-assisted housing to provide timely program notifications and minimize their displacement.
- Establish comprehensive relocation advisory services to provide tenants with information regarding the assistance that is available and identify suitable relocation options consistent with these needs of each household.
- Ensure that post-relocation rents are reasonable and do not impose an undue economic burden on tenants or cause permanent displacement.
- Where feasible, give priority to the rehabilitation of housing, as opposed to demolition, to avoid unnecessary displacement.
- Where feasible, demolish or convert only dwelling units that are not occupied or vacant to occupiable dwelling units, especially dwelling units that house low-to-moderate income households.

- Target only those properties deemed essential to the need or success of the project.

In order to implement these goals, temporary and permanent relocation assistance to non-displaced and displaced tenants will be provided as outlined in the following procedures in accordance with the URA and HUD Handbook 1378.

2.0 Permanent Relocation from Acquisition, Rehabilitation, and/or Demolition

2.1 Definition of a Displaced Person

All households permanently displaced because of Program-funded rehabilitation work (inclusive of Program-identified repair, reconstruction, elevation, and / or other work) shall be provided with relocation assistance and compensation as authorized by the Uniform Relocation Act and HUD Relocation Handbook 1378, as revised. For the purposes of the NY Rising Housing Programs, a permanently “displaced” person is defined as follows:

- A person who moves permanently from a storm-damaged property after the property owner issues a notice to vacate to the person or refuses to renew an expiring lease in order to evade the responsibility to provide relocation assistance, if the move occurs on or after the date the applicant submits the application for assistance to the Program.
- A person who is evicted or is denied renewal of a lease unless convincing evidence is collected which demonstrates that the tenant was not displaced due to the project.
- A person who moves permanently from the project after application is made to the program unless the tenant received a Move-In Notice or was issued a Notice of Non-Displacement. Even if there was no intent to displace the person, where a Notice of Non-Displacement was not provided, it is assumed that the person’s move was a permanent, involuntary move for the project since the person was not given timely information essential to making an informed judgment about moving from the project.
- Although the URA does not cover “economic displacement”, HUD program regulations (24 CFR 570.606 (b)(2)(D)) do cover tenant displacement when a tenant moves permanently because he/she cannot afford to pay the higher rent charged after completion of the project.
- Tenant occupants who receive a “Notice of Non-Displacement” but are required to move to another unit in the building/complex may considered to be displaced, if the tenant moves from the building/complex permanently and either:
 - The tenant was not offered reimbursement for all reasonable out-of-pocket expenses incurred with the move within the project; OR
 - Other conditions of the move within the project were not reasonable.

- Residential tenants that have been temporarily relocated for a period beyond 12 months. These tenants must be contacted by the agency and offered permanent relocation assistance.
- A tenant who is the subject of a code enforcement action that is undertaken to evict them as a result of a federally-assisted project involving the acquisition, rehabilitation, or demolition and the tenant is required to move permanently as a direct result.

The following is a nonexclusive listing of persons who do not qualify as displaced persons.

- A person who moves before the initiation of negotiations/project application unless covered by Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).
- A tenant occupant that moves into the property after the application for assistance for the project but, before leasing and occupying the property, was provided a written “Move In Notice” of:
 - The application for assistance for the project;
 - The project’s probable impact on the person (e.g. the person may be displaced, or temporarily relocated, or suffer a rent increase); AND
 - The fact that he/she would not qualify as a displaced person as a result of the project if he or she chose to occupy the property.
- A tenant who has been evicted via court order due to lack of compliance with their lease or repeated offenses. In no case can the eviction be undertaken in order to avoid paying relocation costs. In these cases, project files must document the following:
 - The actions (or inactions) which constitute a “serious or repeated violation of the material terms and conditions of their lease” and whether or not such violation (s) provide legal grounds for eviction under the applicable state of local laws.
 - Issuance of a modified General Information Notice (GIN) and/or Notice of Eligibility for Relocation Assistance. In these cases, a modified notice to the tenant must state that eviction for cause may be necessary and may affect their eligibility for URA assistance if these deficiencies are not addressed.

- Where an eviction was caused by non-compliance with a requirement related to carrying out the federally funded project (such as failure to move or relocate when instructed or failure to cooperate in the relocation process), such an eviction is considered to be “for the project” and does not negate a tenant’s entitlement to relocation payments and other assistance.
- A tenant who is not lawfully present in the United States and who has been determined to be ineligible for relocation assistance.

2.2 Eligibility Requirements

Tenants must meet the following criteria to be eligible URA assistance:

- Tenant must have documentation that they were in legal occupancy of a residential dwelling assisted by the Programs.
- Tenants displaced by the storms must have documentation that they were in legal occupancy of a residential dwelling at the time of the storm that damaged the Program assisted dwelling unit (Hurricane Irene 8/28/2011, Tropical Storm Lee 9/6/2011, and Superstorm Sandy 10/29/2012).
- The tenant’s dwelling unit must be eligible and must have been or in the process of being rehabilitated or demolished as part of a Program.
- Assistance may be provided to households where tenants are US Citizens or Qualified Aliens present in the United States at the time of assistance.

Tenants must relocate or have relocated into a decent, safe, and sanitary dwelling unit as or provide the program with a right-of-entry into their current dwelling so that it can be inspected or obtain a landlord certification that the unit meets program standards. Calculation of URA relocation benefits must exceed the amount of any duplicative assistance received from other sources.

2.3 Summary of Relocation Assistance to be Provided:

Eligible tenants will be offered the following advisory services and financial assistance:

- Advisory services including timely URA notifications, referral to comparable and suitable replacement homes, inspection of replacement housing to ensure it meets decent, safe, and sanitary standards, assistance in completing claim forms for assistance, and other required services to minimize displacement from the storm and/or NY Rising Housing Programs.

- Replacement Housing Payment (RHP) in the form of rental or purchase assistance.
- Payment for moving and other out-of-pocket expenses. Eligible tenants may receive either a:
 - Payment for Actual Reasonable Moving and Related Expenses, or
 - Fixed Moving Expense,
 - Combination of both, based upon circumstances.

2.4 Eligible Expenses

- Actual or fixed moving expenses based upon the Federal Highway Administration Fixed Payment for Moving Expenses.
- Replacement Housing Payment
- Other reasonable out-of-pocket expenses related to the following:
 - Transportation of the tenant and tenant's family.
 - Packing, moving, and unpacking of household goods.
 - Disconnecting and reconnecting household appliances and other personal property (e.g. electricity, cable, internet, and phone).
 - Storage of household goods.

2.5 Ineligible Expenses

- Expenses related to the loss of personal property resulting from the storm.
- Duplicative assistance received from other programs (FEMA, insurance companies (NY Mandatory Evacuation Assistance (MEA), charity).

2.6 Required Tenant Documentation

To verify eligibility, the Program may request assistance including but not limited to the following:

- Copy of executed lease valid at the time of the storm or displacement from the rental unit assisted by the Program.
- Copy of driver's license, utility, cable, or other bills listing the tenant and the dwelling unit at the time of the storm or displacement from the rental unit.
- Documentation of actual moving expenses from the pre-storm 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.
- Documentation of all assistance previously received for relocation and moving expenses and/or self-certification regarding the level of assistance provided (Note: all tenants will be required to sign a subrogation agreement for all duplicative assistance provided).
- Copy of current lease at the time of receiving URA assistance from the program.
- DSS inspection and/or a signed affidavit from the post-relocation landlord that the property being occupied by the tenant at the time of assistance is decent, safe, and sanitary, and is free from lead based paint hazards.
- Copy of current utility bills at the time of receiving assistance from the program.

2.7 Calculation of Permanent Relocation Payments

Permanent relocation assistance includes a Replacement Housing Payment, Moving Expenses, and Other Reasonable Out-of-Pocket Expense.

Replacement Housing Payment: Eligible tenants may receive rental assistance for a 42-month period to be computed as follows. The assistance needed for one month is determined by subtracting the "base monthly rent" from the pre-storm dwelling unit from the costs of rent and utilities for the post-relocation dwelling (or comparable replacement home, if that cost is lower). That monthly need, if any, is multiplied by 42 months to determine the total amount that the tenant will receive by the program. The replacement housing payment is this amount or \$7,200 whichever is less unless last resort housing is required.

To qualify for rental assistance, the tenant must rent and occupy a decent, safe, and sanitary dwelling within one year of the date of their application for assistance with the program.

Moving Expenses: Actual or fixed moving expenses based upon the Federal Highway Administration Fixed Payment for Moving Expenses (see Appendix A).

Other Reasonable Out-of-Pocket Expenses: Reimbursement for all other reasonable out-of-pocket expenses incurred within one year of the storm as documented by paid invoices, receipts, and/or cancelled checks.

2.8 Relocation Advisory Services

Relocation advisory services will be available to all tenants including information about the following:

- Types of payments and assistance available;
- Conditions of eligibility;
- Procedures and assistance to file a claim;
- Basis for determining relocation benefits;
- Assistance in locating a comparable and available dwelling unit; AND
- NY Rising appeals/grievance procedures.

2.9 URA Notifications

In order to meet HUD Uniform Relocation Act (URA) requirements, program notifications will be made at critical points during the relocation process as soon as the need for permanent relocation of tenants is identified and becomes necessary. Prior to initiating program activities, the program will provide a General Information Notice (GIN) to inform owners and tenants regarding URA requirements and rights.

Supplemental to the GIN, tenants must also be provided a Notice of Displacement and Notice of Eligibility with documentation of the receipt of these notices uploaded into Intelligrants (IG). In addition, tenants must be provided at least ninety (90) day notice in advance of their relocation date followed up by a thirty (30) day notification to move unless these tenants were displaced by the storm. As part of this process, URA case managers will assess the relocation needs of the tenants, identify at least 3 comparable dwelling units that are available at the time of referral, and document that the unit is decent, safe, and sanitary.

2.10 Payment Process

All tenants to be provided with assistance for permanent relocation costs must coordinate pre-approval of expenses to be reimbursed by the program to ensure that they are necessary and reasonable. Without pre-approval, expenses incurred by tenants may not be reimbursed. Once expenses are pre-approved, tenants can incur costs to be reimbursed by the program. In the event that the tenant is unable to finance the relocation activity until reimbursement, the program may fund relocation activities on the behalf of the tenant.

Tenants who qualify for a retrospective RHP may receive a consolidate payment for eligible expenses. Tenants, or their assignees, who qualify for a prospective Replacement Housing Payment (RHP) may receive assistance on the following installment schedule:

- The first payment of 6 months of the RHP assistance– Once a rental property is located, and when a rental contract has been confirmed, the Program will offer applicants six months of the calculated RHP. This payment will be made after the Program has confirmed that the rental property is comparable, DSS, and otherwise meets program standards in this document. The tenant must submit to the Program all the required eligibility documents. The payment will be made in the form of a check made out to the tenant, and may be made prior to completion of relocation.
- The second / final payment of 36 months of RHP – Within a month of confirmation that the tenant relocated to the abovementioned rental property, the Program will provide a second and final RHP payment. The payment will be made in the form of a check made out to the tenant.

Tenants who qualify for temporary displacement benefits must provide the Program with source documentation of each relocation cost. Source documentation includes but is not limited to rental agreements or leases, invoices, cancelled checks, receipts, etc. No relocation payment or reimbursement will be made until appropriate documentation is provided to the program.

In all cases, tenants are responsible for filing all claim forms to the program in advance of incurring the expense if possible but no later than fifteen (15) business days of incurring the expense. In addition, tenants may be required to sign an acknowledgement form for all relocation benefits received by the program. Supplemental to the completion of all relocation forms, tenants must provide the new lease and updated tenant self-certification form (CDBG form) to the program within fifteen (15) business days of receiving the full amount of relocation assistance.

URA case managers will assist the tenant to fill out all required claim forms for assistance and submit them to GOSR for payment. Payments to the tenant will be made in the form of an ACH transfer into tenant's personal bank account once the following has occurred:

- Tenant has first appointment with case management staff.

- Tenant submittal of all required documentation necessary to make an eligibility determination and calculate a payment.
- DSS inspection of the replacement dwelling or receipt of signed affidavit from the current landlord.
- Tenant submittal of all signed claim forms for assistance with source documentation attached.
- Tenant submittal of a signed subrogation agreement for moving and/or rental assistance which is duplicative to the relocation assistance provided by NY Rising.

Tenants will also be required to sign an acknowledgment form for all assistance provided by the program.

All payments will be made to the tenant or an authorized third party as specified in section 3.9.

3.0 Temporary Relocation - Tenant Occupied Units

Program activities shall be planned and carried out in a manner that minimizes hardships and displacement of tenants of storm damaged residences to be rehabilitated, elevated, or reconstructed in accordance with the Program. In order to ensure that tenants are provided with all necessary assistance, arrangements will be made for URA case managers to assess the household needs of those being temporarily displaced to include relocation advisory assistance, timely program notifications, and necessary referrals to available rental units which are comparable in nature and decent, safe, and sanitary.

3.1 Eligibility Requirements

- The tenant's landlord must have applied for and was/is eligible to receive assistance from one of the NY Rising Housing Recovery Programs.
- The tenant be a US Citizen or qualified alien occupying the residence to be rehabilitated or reconstructed.
- The tenant must be required to temporarily relocate in order to complete the rehabilitation/reconstruction, elevation or environmental remediation of the damaged structure assisted with Program funding.

3.2 Eligible Expenses

NY Rising assistance for temporary relocation must be determined to be reasonable and necessary according to the following policies. All payments, with the exception of a security deposit and rent, will be paid to the displaced household. In limited cases, payments may be made on behalf of the tenant as determined necessary on a case-by-case basis and upon tenant permission as outlined in Section 3.9. Eligible expenses include the following:

- **Moving Expenses:** The Program will pay for actual or fixed moving expenses. One half the moving expenses will be paid when the displaced household moves into the temporary unit with the remaining half being paid upon re-occupancy of the original unit. Requests for payment of actual moving costs must be made in advance and based upon 3 quotes from moving companies.
- **Security Deposit:** Security deposits for the temporary unit will be paid for under the condition that the landlord of the temporary unit and the tenant attach the Program Lease Rider to the temporary lease. This rider states that the security deposit will be returned directly to GOSR at the end of the temporary relocation. The Program will offer a security deposit equivalent to up to two month's rent. In

certain instances, the Program may provide additional assistance if two month's rent is inadequate to support the relocation of Low- to Moderate-Income (LMI) tenants.

- **Monthly Rent & Utilities:** The difference between the rent and utilities at the pre-relocation unit and temporary unit will be paid. Displaced households are encouraged to stay with friends or relatives if the temporary relocation is for a short period of time. If the displaced household chooses to live with family or friends during temporary relocation, the rent must be reasonable and cannot exceed one half of HUD Fair Market Rent for the county in which the unit is located.

For temporary relocation exceeding 30 days, the Program will assist the displaced household to locate rental units that do not exceed HUD's Fair Market Rent, if possible. All rental agreements must be in writing and approved by the Program in advance to ensure that the terms and conditions of the lease agreement are necessary, reasonable, and consistent with the anticipated length of time necessary for the construction activity outlined in the ECR.

In order to determine the appropriate size of a suitable temporary rental unit, the number of bedrooms allowable is based upon the number of bedrooms that the displaced household currently occupies in comparison to the number of bedrooms needed for members of the household who are temporarily displaced. However, if a displaced household rents a unit smaller than their existing unit, the household will only qualify for the rent for the temporary unit. The definitions for "Household" and "Unit" can be found in Section 6.0 of these procedures.

The monthly rent for the temporary unit will be based upon comparable units available at the time of temporary relocation and must be decent, safe, and sanitary.

Additional costs that may be incurred by tenants include the following:

- **Broker's Fee:** The Program will make all attempts to find a unit that does not have a broker's fee. However, in cases where this is not possible, the Program will pay a reasonable broker's fee.
- **Transportation Costs:** If occupants of a temporarily displaced household's commute to work/school increases by more than 30 miles, the Program will pay an allowance of \$375 per month for each adult member of the family whose commute increased by more than 30 miles.
- **Meals:** The displaced household is responsible for all food/meal costs if they are relocated to a unit that has access to a kitchen. In the case where kitchen access is not feasible, the Program will pay a daily food allowance according to the NYS

Comptroller meal allowance for employee travel as established by the Federal General Service Administration (GSA): <http://www.gsa.gov/portal/category/100120>. Children ages 12 and under will receive 75% of the daily meal allowance established by GSA.

- **Storage Unit:** Every attempt will be made in order to locate an unfurnished apartment which is comparable in size so that costs of a storage unit is unnecessary. If this is not possible or if there are extenuating circumstances, the monthly costs of storage unit or on site storage container will be provided.
- **Pet Boarding:** If a pet-friendly unit is not available for temporary relocation, the costs for pet boarding will be provided to the temporarily displaced household. This cost may not exceed \$40 per day.
- **Hotel Expenses:** For short term relocations, the program may relocate displaced households to hotels. In the event that a hotel stay is required the program will make every effort to locate a hotel with a kitchen in the unit. If required, all hotel costs must be necessary and reasonable for the area in which they are located up to the OMB maximum.

3.3 Ineligible Expenses

- **Lost Rental Income:** Owners of rental properties with temporarily displaced tenants will not be provided compensation for lost rental income during the time that the renter is relocated.
- **Rental Expenses Not Pre-Approved:** Rental expenses beyond the parameters outlined in this policy must be pre-approved by the Program prior to the displaced household incurring the cost. Displaced households will be responsible to bear any cost not approved by the Program in advance.
- **Undocumented Rental Expenses:** Claims for rental expenses submitted without applicable source documentation are ineligible for payment or reimbursement.

3.4 URA Notifications

In order to meet HUD Uniform Relocation Act (URA) requirements, program notifications will be made at critical points during the construction and temporary relocation process. Prior to initiating program activities, the program will provide a General Information Notice (GIN) in order to inform owners and tenants regarding URA requirements and rights. This notice is of critical importance and will be provided early in the process so that tenants do not become permanently displaced as a result of rehabilitation/reconstruction, elevation or environmental remediation activities. Proof that the notice was received by the tenant

will also be documented in IG to demonstrate that this information has been provided in a timely manner.

In addition to the GIN, tenants will also be provided a Notice of Non-Displacement stating whether they will be temporarily relocated or not. In the event that a tenant must be temporarily relocated, providing this notice and documenting receipt of this notice is necessary in order to demonstrate that the program informed the tenant of their rights, availability of eligible relocation costs, and guarantees to return to the unit under reasonable terms.

Supplemental to the Notice of Non-Displacement (Temporary Relocation Required), the tenant should also be provided with a minimum of thirty (30) days notification to move and as much as ninety (90) days when feasible. This notice should explain the reason for the move, provide the estimated timeframe for the temporary relocation, availability of Relocation Advisory Services, and list eligible expenses. Documentation that the program provided this notice to displaced households is important in order to ensure that proper notice was provided, establish the eligibility date to incur temporary relocation costs, and provide a date by which to monitor the project progress to ensure that the time for displacement of the household does not exceed 12 months.

3.5 Timeframe for Temporary Relocation

Eligible tenants will be given a minimum of 30 days (and 90 days when feasible) to relocate in advance of the contractor initiating rehabilitation work. The length of time for temporary relocation will be determined by the scope of work and will be communicated to the displaced household for planning purposes and coordinating the temporary relocation. If a tenant's temporary relocation is expected to exceed 12 months, the URA case manager will contact the tenant to assess the needs of the household, identify comparable replacement units, and offer permanent relocation assistance, as necessary.

All displaced households will be notified in writing once a Certificate of Occupancy is issued for the rehabilitated or reconstructed unit. Once a Certificate of Occupancy has been issued and the displaced household is notified that they can return home, the displaced household will be given a reasonable timeframe to move and re-occupy the rehabilitated/reconstructed unit. This timeframe will generally be coordinated with the terms of the lease at the temporary unit. However, in no case shall the timeframe for return to the rehabilitated/reconstructed unit exceed 30 days unless there are extenuating circumstances approved by the Program in advance. In addition, it is the responsibility of the displaced 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 rental payment if the displaced tenant fails to vacate the rental property in the time allotted. If the timeframe for temporary relocation is extended due to the failure of the contractor to complete the work within the prescribed timeframe, the Program will work

with the landlord at the temporary unit in order to extend the lease or rental agreement and pay for the additional costs.

It should be noted that tenants will not be responsible for making their regular rental payments to the Owners while they are temporarily relocated.

3.6 Relocation Advisory Services

In addition to the coordination of construction activities, URA case managers will provide adequate advisory services to households in order to minimize displacement of tenants. As part of the case management process, URA case managers will:

- Meet with tenants to establish a Household Case Record which assesses and documents their relocation needs.
- Ensure that all required notices (GIN, Notice of Non-Displacement, 30 Day Move Out Notice, etc.) have been provided and that receipt of these notices are adequately documented and uploaded to Intelligrants.
- Work with temporarily displaced tenants to identify available and affordable housing units meeting the needs of the household.
- Review and pre-approve all temporary relocation expenses in order to ensure that all relocation claims are eligible and complete.
- Provide assistance filling out all necessary claim forms so that they are complete, accurate, and documented in Intelligrants.
- Collect all necessary source documentation needed to support each relocation claim.
- Coordinate relocation activities and timeframes with temporarily displaced households to ensure that temporary relocation payments or reimbursements are provided in a timely manner.
- Collect and review lease information and beneficiary data upon re-occupancy of the original unit for upload into Intelligrants.

3.7 Housing Referrals

Based upon the temporary relocation needs of the tenant, the URA case manager should pro-actively identify rental units that are available in the household's local community if

possible in order to minimize disruption to the household's daily activities. Available units should be inspected to ensure that they meet Housing Quality Standards (HQS) prior to referring them to the temporarily displaced household. In addition, several comparable units should be provided to the household in order to establish the cap for rental differentials.

Displaced households should be encouraged to temporarily relocate with friends or family when the timeframe for relocation is short term. One half of Fair Market Rent (FMR) will be provided to friends and family who agree to house temporarily displaced households in order to offset any costs that they may have due to increased usage of electricity, water, etc. In the event that the household to be displaced identifies their own temporary unit, the URA case manager will inspect the unit to ensure that it meets HQS standards, is reasonably priced, and meets the needs of the households being displaced. The definitions related to "household" and "unit size" can be found in Section 6.0 of these procedures.

3.8 Permanent Displacement of Tenants

As previously stated, the goal of NY Rising Housing Programs is to minimize the temporary and permanent displacement of tenants. For this reason, rental property owners participating in NY Rising Housing Programs cannot permanently displace tenants residing in their rental units. Tenants who were not provided a "Move In Notice" in advance of signing a lease who become permanently displaced as a result of actions by a landlord or the NY Rising Housing Programs are eligible for URA benefits. If permanent displacement is unavoidable and URA Payments to the tenant are required, the property owner may be held responsible for the cost of relocation benefits or other program sanctions if it is determined that the property owner knowingly violated program rules and purposefully caused the displacement. In addition, tenants must also be provided with assurances from the landlord that the rehabilitated/reconstructed rental unit will be available at affordable rates upon the tenant's return. In no case shall the landlord coerce or otherwise threaten the tenant to prematurely vacate the pre-relocation unit or Opt-Out of relocation benefits so that they may lease the unit at a higher rate upon completion.

In the event that an eligible tenant was relocated prior to the Program providing URA assistance, the tenant will be contacted to determine the reasons and circumstances for the displacement. If a tenant has since returned to the rehabilitated/reconstructed unit, then tenant documentation of temporary relocation expenses will be collected and reviewed in order to reimburse the tenant all eligible temporary relocation costs. If the tenant has become permanently displaced as a result of the Program, the Program will evaluate the case and provide relocation benefits in accordance with URA requirements as outlined in Section 2.0 of these procedures.

3.9 Payment Process

All tenants to be provided with assistance for temporary relocation costs must coordinate pre-approval of expenses to be reimbursed by the program to ensure that they are necessary and reasonable. Without pre-approval, expenses incurred by tenants may not be reimbursed. Once expenses are pre-approved, tenants can incur costs to be reimbursed by the program. In the event that the tenant is unable to finance the relocation activity until reimbursement, the program may fund temporary relocation activities on the behalf of the tenant. In all cases the temporarily displaced household must provide the program with source documentation of each relocation cost. Source documentation includes but is not limited to rental agreements or leases, invoices, cancelled checks, receipts, etc. No relocation payment or reimbursement will be made until appropriate documentation is provided to the program.

In all cases, tenants are responsible for filing all claim forms to the program in advance of incurring the expense if possible but no later than fifteen (15) business days of incurring the expense. In addition, tenants will be required to sign an acknowledgement form for all relocation benefits received by the program upon re-occupancy. Supplemental to the completion of all relocation forms, tenants must provide the new lease and updated tenant self-certification form (CDBG form) to the program within fifteen (15) business days of re-occupancy by the tenant.

URA case managers will assist the tenant to fill out all required Claim Forms for Assistance and submit them to GOSR for payment. Payments to the tenant will be made in the form of an ACH transfer into tenant's personal bank account once the following has occurred:

- Tenant has first appointment with case management staff.
- Tenant submittal of all required documentation necessary to make an eligibility determination and calculate a payment.
- DSS inspection of the replacement dwelling or receipt of signed affidavit from the current landlord.
- Tenant submittal of all signed claim forms for assistance with source documentation attached.

Tenants will also be required to sign an acknowledgment form for all assistance provided by the program.

All payments will be made to the tenant unless the tenant authorizes the Program in writing to make payments on behalf of the tenant. All payments will be made in the same

manner as payments made directly to the tenant, as specific in Section 2.10. The Program will also provide written confirmation to tenants of all payments made on their behalf to third parties. The Program prefers to make relocation housing payments and security deposit payments directly to the landlord or leasing entity when all parties consent. There is no restriction on the payments the Program may make on behalf of the tenant upon receiving proper written authorization.

4.0 Fair Housing

NY Rising Programs fully comply with all U.S. Department of Housing and Urban Development (HUD) regulations governing Fair Housing and Equal Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination during the implementation of any NY Rising Program. Displaced households who believe that they have suffered illegal discrimination should contact GOSR immediately for review and assistance in filing a complaint with the HUD Office of Fair Housing and Equal Opportunity. Section 7.0 outlines the GOSR's URA Appeals/Grievance Procedures.

5.0 Reasonable Accommodations

In certain circumstances, displaced households may require a reasonable accommodation in order to fully benefit from temporary or permanent relocation activities undertaken in conjunction with the Programs. Applicants who require a reasonable accommodation should contact the Program at **1-844-9NYRISING**.

All forms, written materials and verbal messages used to communicate with displaced households will be made available in the household's primary language should the household indicate that they have a Limited English Proficiency (LEP).

6.0 Grievance Procedures

All tenants temporarily or permanently displaced will be provided a copy of the NY Rising Appeals/Grievance Procedures prior to being provided relocation assistance. Receipt of these procedures will be documented and uploaded to the tenant's file.

NY RISING HOUSING PROGRAM URA GRIEVANCE PROCEDURE

Grounds

You have the right to appeal any action of the program on the following grounds:

- Failure to properly determine your eligibility for, or the amount of, a relocation or other payment due you under the Uniform Act;
- Refusal to waive the time limit for filing a claim or the one-year purchase and occupancy requirement;
- Failure to properly inspect the replacement dwelling;
- Failure to comply with a requirement of 24 CFR 42.209 (Availability of Comparable Replacement Dwellings Prior to Displacement); and
- Failure to comply with a requirement of 24 CFR 42.207 (Notice of Right to Continue in Occupancy).

Your acceptance of the amount offered you by the program does not limit your right to appeal the program determination regarding the amount of your relocation assistance.

Methods and Time Limits for Initiating an Appeal

If your appeal concerns your eligibility for, or the amount of, a payment, you must file your appeal within 60 days after the program notifies you of its determination on your claims.

If your appeal concerns an alleged failure to provide appropriate housing referrals or to properly inspect the replacement dwelling or to comply with 24 CFR 42.209 (Availability of Comparable Replacement Dwellings Prior to Displacement), you must file your appeal within 30 days after you have been displaced from your home or apartment.

If your appeal concerns an alleged failure to comply with 24 CFR 42.207 (Notice of Right to Continue in Occupancy), you must file your appeal no later than 60 days after (a) your permanent move from your home or apartment; or (b) the end of the established occupancy period, whichever comes first.

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

You may also file a written request for review. In your written request for review, you may include any statement of fact or other material which you feel has a bearing on your appeal. If more time is needed to gather and prepare additional material for review, you may be granted additional time so you have at least 30 days from the date of receiving notification of the decision concerning your appeal. If you need assistance in preparing your material, the program will help you and will also tell you about other available sources of assistance. After you have submitted the new information in support of your request for review, the program will reach a decision within 30 days. As a result, the Program will send you a copy of the decision, a statement of the facts and legal basis for the decision, a description of how any new payments or relief will be provided to you, and, if your appeal was not totally granted, a statement of your right to appeal the program's decision to the GOSR where you can file such an appeal.