



California Affordable Housing Initiatives, Inc.

Complete Package Requirements *Budget-Based Rent Adjustment*

For eligible properties, Budget-Based Rent Adjustments (BBRA's) may be requested at the contract anniversary date or at contract renewal. They are designed to cover the increase in the cost of operations when current rent levels are not sufficient to cover these increases.

- Cover letter that briefly summarizes the reason why a rent increase is needed and for Pre-MAHRA contracts, the date the increase will be effective;
- Budget Worksheet (sample attached);
- A brief statement and documentation explaining the basis for an increase in the expense line items on the budget worksheet that is greater than 5% and \$500;
- Loan information if the property does not have an FHA loan;
- An executed copy of the Owner's Certification Regarding Purchasing Practices & Reasonableness of Expenses (sample attached);
- A signed, dated Owner's Energy Conservation Plan Certification (applies only to 236 and BMIR projects that receive Rent Supplement Assistance, projects that converted from Rent Supplement to Section 8 and 202 properties with a direct loan more than 15 years old, sample attached);
- For post-MAHRA properties, Section 8 Renewal Guide Attachment 5, "Allowance for Owner Distribution for Profit-Motivated projects that Have Not Previously Submitted a Budget-Based Rent Increase" (sample attached);

- A signed request for an increase in the Reserve for Replacement (Form HUD-9250) and 5-year analysis if such an increase is contemplated as part of the rent increase request (sample attached);
- An RCS prepared in accordance with Chapter 9 of the Section 8 Renewal Guide (if applicable);
- Owner's RCS Certification (sample attached);
- Tenant notification of rent increase (sample attached);
- Full Utility Allowance Analysis, if applicable (guidance attached);
- If there is a decrease in UA, 30 day tenant notification of UA decrease (sample attached); and
- A signed Owner's Certification of Compliance with Tenant Comment Procedures executed after the 30-day comment period (sample attached).

NOTE: This list of documents is not exhaustive. Please be advised that other documents may be required for the renewal option selected. Additionally, with the exception of HUD-required (e.g. Attachment 3A-2), the sample attachments serve as acceptable templates. You are *not* required to use these documents.

Per the section 8 renewal guide, should a notice need to be issued for both a rent increase and a utility allowance decrease, a single notice is sufficient if the owner clearly identifies both items in the notice.

Please submit all Rent Adjustment and Contract Renewal documents via email in pdf format to cahi-submissions@cgifederal.com with a cc to your CAHI Central Contract Specialist.

Please contact your CAHI Central Contract Specialist if you have questions about complete package requirements. A listing of our staff including contact information can be found at: <http://www.cahi-oakland.org/Staff.aspx>

Budget Worksheet

Income and Expense Projections

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0324
(exp. 11/30/2024)

Item#1695

Public reporting burden for this collection of information is estimated to average 5.33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is collected in accordance with Title II of the National Housing Act which requires that HUD regulate rents for certain cooperative and subsidized rental projects. The Department formulated the processes by which owners could request increases. The requirement for tenant participation in the rent increase process, which is included in Section 202(b) of the HCD Amendments of 1978, necessitated that the Department design procedures to give consideration to tenant comments. The information gathered is not of a confidential nature. The information is required in order to obtain benefits.

Project Number	Name of Project				
Description of Account	Acct.No.	Statement of Profit/Loss FY__	Current FY (no. of mos.)	Budget from () to ()	
Rental Income 5100	Rent Revenue - Gross Potential	5120			
	Tenant Assistance Payments	5121			
	Rent Revenue - Stores and Commercial	5140			
	Garage and Parking Spaces	5170			
	Flexible Subsidy Revenue	5180			
	Miscellaneous Rent Revenue	5190			
	Excess Rent	5191			
	Rent Revenue/ Insurance	5192			
	Special Claims Revenue	5193			
	Retained Excess Income	5194			
	Total Rent Revenue Potential at 100% Occupancy	5100T			
Vacancies 5200	Apartments	5220			
	Stores and Commercial	5240			
	Rental Concessions	5250			
	Garage and Parking Spaces	5270			
	Miscellaneous	5290			
	Total Vacancies	5200T			
	Net Rental Revenue (Rent Revenue less Vacancies)	5152N			
Income 5300	Nursing Homes/ Assisted Living/ Board & Care/ Other Elderly Care/ Coop/ Other Revenues	5300			
Financial Revenue 5400	Financial Revenue -Project Operations	5410			
	Revenue from Investments-Residual Receipts	5430			
	Revenue from Investments-Replacement Reserve	5440			
	Revenue from Investments-Miscellaneous	5490			
	Total Financial Revenue	5400T			
Other Revenue 5900	Laundry and Vending Revenue	5910			
	Tenant Charges	5920			
	Interest Reduction Payments Revenue	5945			
	Gifts (nonprofits)	5970			
	Miscellaneous Revenue	5990			
	Total Other Revenue	5900T			
	Total Revenue	5000T			
Admin. Expenses 6200/ 6300	Conventions and Meetings	6203			
	Management Consultants	6204			
	Advertising and Marketing	6210			
	Other Renting Expense	6250			
	Office Salaries	6310			
	Office Expenses	6311			
	Office or Model Apartment Rent	6312			
	Management Fee	6320			
	Manager or Superintendent Salaries	6330			
	Administrative Rent Free Unit	6331			
	Legal Expenses - Project	6340			
	Audit Expenses	6350			
	Bookkeeping Fees/Accounting Services	6351			
	Miscellaneous Administrative Expenses	6390			
	Total Administrative Expenses	6263T			

Description of Account	Acct.No.	Statement of Profit/Loss FY__	Current FY (no. of mos.)	Budget from () to ()
Utilities	Fuel Oil/Coal	6420		
6400	Electricity	6450		
	Water	6451		
	Gas	6452		
	Sewer	6453		
	Total Utilities Expense	6400T		
Operating & Mainten. Expenses	Payroll	6510		
6500	Supplies	6515		
	Contracts	6520		
	Operating and Maintenance Rent Free Unit	6521		
	Garbage and Trash Removal	6525		
	Security Payroll/Contract	6530		
	Security Rent Free Unit	6531		
	Heating/Cooling Repairs and Maintenance	6546		
	Snow Removal	6548		
	Vehicle & Maint. Equip. Oper. and Repair	6570		
	Misc. Operating & Maintenance Expenses	6590		
	Total Operating & Maintenance Expenses	6500T		
Taxes and Insurance	Real Estate Taxes	6710		
6700	Payroll Taxes (Project's share)	6711		
	Property and Liability Insurance (Hazard)	6720		
	Fidelity Bond Insurance	6721		
	Workmen's Compensation	6722		
	Health Insurance & Other Employee Benefits	6723		
	Misc. Taxes, Licen., Permits, & Insurance	6790		
	Total Taxes & Insurance	6700T		
Financial Expenses	Interest on Mortgage Payable	6820		
6800	Interest on Notes Payable (Long-Term) *	6830		
	Interest on Notes Payable (Short-Term) *	6840		
	Mortgage Insurance Premium/Service Charge	6850		
	Miscellaneous Financial Expenses	6890		
	Total Financial Expenses	6800T		
Expenses	Nursing Homes/ Assisted Living/ Board & Care/ Other Elderly Care/ Coop/ Other Revenues	6900		
6900	Total Cost of Operations	6000T		
	Reserve for Replacements Dep. Required			
	Principal Payments Required			
	Debt Service for other approved loans			
	Debt Service Reserve (if required)			
	General Operating Reserve (Coops)			
	Total Cash Requirements			
	Less Total Revenue			
	Net Cash Surplus (Deficiency)			

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 100, 1012; 31 U.S.C. 3729, 3802)

(Signature)

Date (mm/dd/yyyy)

CERTIFICATION AS TO PURCHASING PRACTICES AND
REASONABLENESS OF EXPENSES

Project Name: _____ FHA or Non-insured
Project Number: _____

Acting On behalf of, _____, the Project owner, I certify that ALL of the following statements are true.

- 1). The project is obtaining utilities at the lowest rates available.
- 2). The project has received or requested any tax relief for which it is eligible and management has analyzed the project's property tax bills and appealed any assessments which appeared unreasonable.
- 3). Amounts paid to individuals or companies having an identify-of-interest with the owner or the management agent were not excess of the costs that would have been incurred in making arms-length purchases on the open market.
- 4). Management has exerted reasonable effort to take advantage of discounts and has credited the project with all discounts, rebates or commissions received with respect to purchases, service contracts and other transactions made on behalf of the project.
- 5). Management has obtained contracts, materials, supplies and services, including the preparation of the annual audit, on terms most advantageous to the project and at costs no in excess of amounts ordinarily paid for comparable contracts, materials, supplies, and services in the area in which such services, supplies, or materials are furnished.
- 6). Management has solicited verbal or written cost estimates, as necessary to comply with the Paragraphs 3 through 5 above. Management has documented the reasons for accepting other than the lowest bid and will make the documentation available to HUD, upon request.

Warning:

- 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than 5 years, or both.
- 12 U.S.C. 1715z-4 provides in part: “Whoever, as an owner of a property which is security for a mortgage (covering multifamily housing, as defined in the regulations of the Secretary_ or as a stockholder beneficial owner... trust... or as an officer, director or agent of any such owner (1) willfully uses or authorizes use of any part of the rents or other funds derived from the property covered by such mortgage in violation of a regulation... (2) willfully and knowingly uses or authorizes the use, while such mortgage is in default, of any part of the rents or expense... shall be fined not more than \$5,000 or imprisoned not more than 3 years or both.

Name: _____ Title: _____

Signature: _____ Date: _____

**ENERGY CONSERVATION
CERTIFICATION FOR
BUDGET-BASED RENT INCREASE**

Project Name	
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Project Number	
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Acting on behalf of the _____ ,
the Project Owner, I certify that all of the following statements are true:

- 1.** The project is obtaining utilities at the lowest rate available.
- 2.** The project is undertaking energy conservation measures which are financially feasible and cost effective to both increase energy efficiency and to reduce energy consumption

WARNING

WARNING: 18 U.S.C. 1001 provides, among other things, that whosoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulently statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five (5) years or both.

Signed by:

Print Name

Signature

Date

Projects Preparing A Budget-Based Rent Increase

Guidance for preparing a budget-based rent increase may be found in Chapter 7 of HUD Handbook 4350.1, REV-1. Projects that have not previously prepared or submitted a budget based increase should carefully follow these instructions. The basic components to be included are listed in Chapter 7, paragraph 7-22.

Allowance for Owner Distribution For Profit Motivated Projects that Have Not Previously Submitted a Budget Based Rent Increase.

Projects falling under this category may factor in an allowance for owner return/distribution as follows:

- For **Section 515/8** projects (regardless of whether they are for the elderly or families), 8% of the initial Owner equity.
- For all other projects:
 - ⇒ **Elderly**, 6% of the initial owner equity.
 - ⇒ **Families**, 10% of the initial owner equity.

To determine initial owner equity, the owner(s) should refer to the Maximum Insurable Mortgage Form (FHA 2580/HUD 92580). If the project was not insured or the HUD 92580 is not available, the Owner(s) must certify as to the amount of the initial equity and provide supporting documentation.

For Section 515/8 projects:

$$\frac{\text{Initial Owner Equity}}{\text{Return/Distribution}} \times .08 = \frac{\text{Allowance for Owner}}{\text{Return/Distribution}}$$

For Elderly Projects:

$$\frac{\text{Initial Owner Equity}}{\text{Return/Distribution}} \times .06 = \frac{\text{Allowance for Owner}}{\text{Return/Distribution}}$$

Return/Distribution

For Family Projects:

$$\frac{\text{Initial Owner Equity}}{\text{Return/Distribution}} \times .10 = \frac{\text{Allowance for Owner}}{\text{Return/Distribution}}$$

I hereby certify that this accurately reflects the initial Owner equity in the project as of the date the project initially entered into a Section 8 contract.

Owner(s) Signature

Date

The allowance for Owner Return/Distribution should be factored into the Rent Computation Worksheet (Appendix 5, Chapter 7 of the 4350.1) in Box C, "Return/Net Income Reserve."

Funds Authorizations

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0555
(exp. 2/29/2020)

For Instructions, Public Burden Statement, and Privacy Act requirements: See Page 2.			
<input type="checkbox"/> Reserve for Replacements Fund	<input type="checkbox"/> Residual Receipts Fund	Project Number:	
Is this withdrawal request to replace appliances and/or major components with energy efficient products/systems? <input type="checkbox"/> Yes <input type="checkbox"/> No		Mortgagee Loan Number: (Optional)	
		Property Address: (Include City, State, and Zip Code)	
To: (Mortgagee)		Comments: (Optional)	
This is your authority to release the following amounts from the reserve: Purpose:			Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Total Amount			\$
Check (X) appropriate box: <input type="checkbox"/> An inspection made on the date of (mm/dd/yyyy) _____ revealed satisfactory replacement and/or installation. <input type="checkbox"/> An inspection will be made on the next visit to the property. Satisfactory replacement and/or installation will be determined at that time.			
This Office has approved (Check (X) appropriate boxes.) This is your authority to adjust the Reserve requirements accordingly. This authority is revocable upon written notice from HUD. <input type="checkbox"/> A suspension of Deposits to the Reserve from the date of (mm/dd/yyyy) _____ to the date of (mm/dd/yyyy) _____ <input type="checkbox"/> A suspension of Deposits to the Reserve so long as a balance of \$ _____ is maintained. <input type="checkbox"/> A change in the Monthly Deposit to the Reserve from \$ _____ to \$ _____ effective the date of (mm/dd/yyyy) _____ through the date (mm/dd/yyyy) _____			
Remarks (optional)			
To: (Mortgagor/Managing Agent)		Name of Hub Director or Program Center Director: (please type or print)	
		Signature	
		City	State Date (mm/dd/yyyy)

Instructions: Indicate the Fund for the request and provide the information for each section as requested. Owners/Agents must also submit the following with this form:

- (1) A narrative providing a detailed description of the work performed or to be performed;
- (2) Copies of paid invoices if the withdrawal request is for reimbursement for work that has been performed;
- (3) If a bid exceeds \$25,000 than copies of bids may required. Please refer to HUD Handbook 4350.1 Chapter detailed guidance;
- (4) Mortgagor Certification (refer to HUD Handbook 4350.1, REV-1); and,
- (5) A list of appliances and/or major components that will be replaced along with a notation of whether or not the replacement items will be energy efficient products. If replacement items are not energy efficient products, the owner/agent must provide a justification.

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. This information is required to obtain is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The regulations at 24 CFR Part 880.601 and 24 CFR Part 880.602 authorizes the Secretary of the Department of Housing and Urban Development to effectively monitor withdrawals from the Reserve for Replacements and/or Residual Receipts Funds. This information collection sets forth the information that must be reviewed and approved by HUD in order to withdraw funds from these accounts. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Appendix 9-2-1

Sample Owner's Cover Letter

[Date]

[Owner's Name]

[Owner's Address]

RCS Submittal Cover Letter for [Project Name]

1. I have reviewed the content of the RCS and concluded that the RCS includes all material required by Chapter Nine and the Owner's Checklist in Appendix 9-2-2.
2. The RCS appraiser's [insert appraiser's name] narratives and Rent Comparability Grid accurately describe the subject project and properly treat non-shelter services and their funding sources as required by Section 9-12 and Appendix 9-1-1.
3. There is no family relationship or identity-of-interest between the principals of the subject's Ownership or management agent entity and the principals that manage/ own the projects used as comparables. [Owners must identify and provide information if there is an identity-of-interest existing between principals. See Handbook 4381.5, Paragraph 2-3 for a definition of the term "identity-of-interest".]
4. I certify that: a) neither the selection of the RCS appraiser nor the RCS appraiser's compensation was/is contingent upon the RCS appraiser reporting a predetermined rent nor direction in rent; and b) to the best of the Owner's knowledge, the RCS appraiser meets Section 9-8. A.'s conditions regarding absence of financial, employment, and family relationships.
5. I certify that the fee paid for the RCS is the only compensation the RCS appraiser will receive for the RCS work and there is no side agreement or other consideration.
6. The following person is our point of contact for HUD/CA's Decision Letter, or to address any questions that the HUD/CA staff may have on the RCS:
7. [Provide a name, email and phone number for a point of contact at the agent/Owner's office]
8. HUD/CA may talk with the RCS appraiser directly and copy the RCS appraiser on written materials. The RCS appraiser's contact information is provided below
[Insert RCS appraiser's name, address, email and phone number]
9. I certify that if I discontinue any service to tenants at this property which forms the basis of a rent adjustment in this RCS, I will inform HUD in writing within 30 days of the termination of that service.
10. I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and

administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

[Owner's Name & Signature] [Date]

Encl: Owner's Checklist

Appendix 9-2-2

Sample Owner's Checklist

Owner's Materials

Signed Cover Letter
Signed Owner's Checklist
Scope of Repair

RCS Materials

RCS Appraiser's Transmittal Letter
Scope of Work
Description of Subject Project (including color photographs)
Identification of the Subject's Market Area
Description of Neighborhood
Narrative Describing Selection of Comparables
Locator Map for Subject and Comparables
Rent Comparability Grid for Each Primary Unit type
Narrative Explaining Adjustments and Market Rent Conclusions (one set of explanations for each Rent Grid)
Comparable Project Profiles (each including a color photo)
RCS Appraiser's Certification
Copy of RCS Appraiser's License (only if relying upon a temporary license)

Mandatory Market Rent Threshold Materials

Computation of the Project's gross rents and the SAFMR gross rents
Comparison of Project's gross rents to the SAFMR gross rents

Owner's Signature & Date

SAMPLE 30-DAY NOTICE TO TENANT LETTER 24 CFR 245

Date

Take notice that on *(date)* we plan to submit a request for approval of an increase in the maximum permissible rents for *(name of apartment complex)* to the United States Department of Housing and Urban Development (HUD). The proposed increase is needed for the following reasons:

- 1.
- 2.
- 3.

The rent increases for which we have requested approval are:

# of Bedrooms	Current Rent	Proposed Rent
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(insert rent information by bedroom size here)

A copy of the materials that we are submitting to HUD in support of our request will be available during normal business hours at *(address)* for a period of 30 days from the date of service of this notice for the purpose of inspection and copying by tenants of *(name of apartment complex)* and if the tenants wish, by legal or other representatives acting for them individually or as a group. During a period of 30 days from the date of service of this notice, tenants of *(name of apartment complex)* may submit written comments on the proposed rent increase to us at *(address)*. Tenant representatives may assist tenants in preparing those comments. (If, at HUD's request or otherwise, we make any material change during the comment period in the materials available for inspection and copying, we will notify the tenants of the change or changes, and the tenants will have a period of 15 days from the date of service of this additional notice (or the remainder of any applicable comment period, if longer) in which to inspect and copy the materials as changed and to submit comments on the proposed rent increase). These comments will be transmitted to HUD along with our evaluation of them and our request for the increase. You may also send a copy of your comments directly to HUD at the following address:

California Affordable Housing Initiatives, Inc.
1550 Parkside Drive
Suite 150
Walnut Creek, CA 94596

RE: *(Project Number)* *(name of apartment complex)*

HUD will approve, adjust upward or downward, or disapprove the proposed rent increase upon reviewing the request and comments. When HUD advises us in writing of its decision on our request, you will be notified. If the request is approved, any allowable increase will be put into effect only after a period of at least 30 days from the date you are served with that notice and in accordance with the terms of existing leases.

Signed by managing owner/agent



GUIDANCE FOR DETERMINING UTILITY ALLOWANCES

HUDs current UA guidance outlined in [HUD Notice 2015-04](#) instructs owner/agents to establish a baseline for each bedroom size **once every three years**. For two years after the baseline submission, utility allowances for each bedroom size and each utility type at the property will be adjusted by state-specific increase factor called a Utility Adjustment Factor (UAF). These factors will be published annually by HUD.

NOTE: *RHS/USDA properties must comply with the requirements outlined in HUD Notice 2015-04.*

Baseline Submission Requirements

1. Request utility data from either the utility company or the tenant household for at least the number of units determined by the sample size methodology detailed below. A sample tenant release can be found [here](#).
 - a. This must be done for each bedroom size at the property;
 - b. If the property consists of multiple identical buildings (or building that are substantially similar, then the sampling may be performed at the property level, encompassing all buildings on a site. If buildings are not identical, the sample must be done for each bedroom size/unit type;
 - c. Backup documentation must be submitted;
 - i. Copies of the tenant data received from utility providers, can be submitted in a summary format; or
 - ii. Copies of the printouts indicating a summary of monthly data if the tenant was able to obtain data online from their utility provider for the previous 12 months, or 10 months if the case may be; or
 - iii. If actual monthly utility bills from a tenant were received, the O/A may submit a spreadsheet summarizing the average of the monthly bills. The actual utility bills will not need to be submitted to the CA but will need to be retained in the tenant files for the term of tenancy plus 3 years and will be subject to the CA review;
 - iv. There may be cases where a combination of the above will need to be performed and your CCS will notify you of any additional requirements;
 - d. The data collected must be for the same time period;
 - e. The data used must not be more than eighteen (18) months from the contract anniversary date;
 - f. Samples submitted must be from the units receiving Section 8 assistance;
 - g. A unit should be excluded from the sample if it:
 - i. Is receiving an increased UA as a reasonable accommodation;
 - ii. Has been vacant for 2 or more months (units included in the sample should have at least 10 months of occupancy); or
 - iii. Is receiving a flat rate as part of a low-income rate assistance utility program.
2. Determine the average utility cost for each bedroom size without removing any units from the sample size beyond those excluded as indicated in (g.) above. Do **not** remove the highest and/or lowest utility cost household when determining the average. The monthly cost of consumption is the NET COST *after* the application of discounts. Do **not** include late fees in the monthly cost



of consumption. (The monthly usage amount included in the UA analysis should not be reduced by the California Climate Credit, as those credits are to be counted as income for recertification purposes).

- a. A sample format for utility allowance submissions, which includes built-in formulas to average utility costs for each unit size, can be found [here](#).
3. Provide an explanation for any sample sizes that do not meet the required criteria established in [Notice 2015-04](#). (samples that do not meet the required criteria do not need to be submitted)
4. Recommend the UA amount to the contract administrator for approval.
5. Follow the requirements in 24 CFR 245.405(a) and 245.410 to notify tenants of a utility allowance decrease.

Sample Size Requirements

Number of Units	Minimum Sample
1 – 20	All
21 – 61	20
62 – 71	21
72 – 83	22
84 – 99	23
100 – 120	24
121 – 149	25
150 – 191	26
192 – 259	27
260 – 388	28
389 and above	29

Factor-Based Analysis

For the two years after a baseline utility analysis is completed, the UA amounts for each bedroom size and each utility type can be adjusted by the established Utility Allowance Factor (UAF) in lieu of a baseline utility allowance.

After completely the property's utility analysis under the factor-based utility analysis method, O/As should compare the adjusted utility analysis to their paid utilities over the previous twelve months. If



the results indicate a significant disparity between the two, the O/A should complete a baseline analysis to help ensure the allowance(s) provided are accurate.

When the factor-based method is used to determine UAs, the O/A should submit their recommendation for the UA amount to contract administrator for approval.

Refer to HUD Notice 2015-04 for more information about:

- Utility Allowance Changes Outside of the Contract Rent Adjustment Schedule
- Allowances for New Construction or Substantial Rehabilitation
- Administrative Procedures
- Requirements for Tenant Households
- Penalties for Tenant Noncompliance
- Voluntary Use of EPAs Energy Star Portfolio Manager
- Information Collection

This policy will be updated accordingly as HUD releases additional information. Please your [CAHI Contract Specialist](#) with any questions.

For questions about the methodology outlined in Notice 2015-04, please contact Kate Brennan at Catherine.M.Brennan@hud.gov in the office of Asset Management and Portfolio Oversight.

SAMPLE UA DECREASE NOTICE

PLEASE refer to 24CFR 245.420, Section 8 Renewal Guide 2-17 B.1. & C.1. HUD Notice H 2015-04 and 4350.1 Chapter 7 FOR specific and current requirements for your project

NOTICE TO TENANTS THAT A UTILITY ALLOWANCE DECREASE HAS BEEN CALCULATED AND SUBMITTED TO HUD FOR APPROVAL*

Date

Dear Residents,

Take note that a Utility Allowance (U/A) decrease has been calculated based on the utility costs at **Property Name**, and a request to adjust the U/A has been submitted to the United States Department of Housing and Urban Development (HUD)/Contract Administrator (CA). This change will take effect on **UA effective date**.

You have the right to participate as provided in §245.420. A copy of the materials that we are submitting to HUD/CA in support of our request will be available during normal business hours at **address** for a period of 30 days from the date of service of this notice for inspection and copying by tenants of **property name** and, if the tenants wish, by legal or other representatives acting for them individually or as a group.

During a period of 30 days from the date of service of this notice, tenants of **property name** may submit written comments on the proposed rent adjustment to us at **address**. Tenant representatives may assist tenants in preparing those comments. These comments will be transmitted to HUD/CA, along with our evaluation of them and our request for the decrease.

You may also send a copy of your comments directly to the Contract Administrator at the following address:

CAHI
1550 Parkside Drive, Suite 150
Walnut Creek, CA 94596

Attention: Project Based Contract Administration

HUD will approve, adjust upward or downward, or disapprove the proposed UA decrease upon reviewing the request and comments. When HUD/CA advises us in writing of the decision on our request, you will be notified. If the request is approved, any allowable adjustment will be put into effect only after a period of at least 30 days from the date you are served with that notice and in accordance with the terms of existing leases.

Owner/agent Name

Property Name

OWNER'S CERTIFICATION AS TO COMPLIANCE WITH TENANT COMMENT PROCEDURES IN 24 CFR 245 (FORMERLY IN 24 CFR 401)

FHA or Non-Insured Project Name _____ Project No. _____

Acting on behalf of _____, the Project Owner, I certify that project management has taken ALL of the actions listed below.

- 1) Distributed a Notice to Tenants, in the forms and manner required by 24 CFR 245.310 and 245.410. (24 CFR 245.410 applies only if a reduction in utility allowances is proposed.)
- 2) Took reasonable steps to assure that any posted Notices remained intact and in legible form for the full comment period required by 24 CFR 245.
- 3) Made all materials submitted to justify the increase available during normal business hours in a place reasonably convenient to project residents.
- 4) Honored any resident's request to inspect those materials.
- 5) Reviewed and evaluated all comments received from project residents or their authorized representatives.
- 6) Examined all materials submitted to HUD/the State Agency in support of the rent increase request. I also certify, that all information submitted with my rent increase request is true, correct and complete.

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any, false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than 5 years, or both.

Signed by: _____ Name _____
Title _____ Signature Date _____

APPENDIX 2