

UNITED STATES VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

UNIFORM RELOCATION ASSISTANCE AND OPTIONAL RELOCATION ASSISTANCE POLICIES AND PROCEDURES

Version 2.0

October 20, 2022

Prepared by:

Virgin Islands Housing Finance Authority

CDBG-DR Program Division



The policies and procedures stated in this manual are current as of October 20, 2022. This Manual represents the current version of the Virgin Islands Housing Finance Authority's (VIHFA) policies which shall provide general guidance for the operation of the Housing Program. All manuals will be reviewed periodically and will be updated. Therefore, you are strongly urged to visit our website <https://cdbgdr.vihfa.gov/> or to ensure that you have the latest version. There may be times, however, when a policy or procedure will change before the manual is revised.


SUBJECT: Uniform Relocation Assistance Optional Relocation Assistance Policies and Procedures	
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Table 1: Uniform Relocation Assistance and Optional Relocation Assistance Policies and Procedures Version Control

VERSION NUMBER	DATE REVISED	DESCRIPTION
VERSION 1	8/26/2021	Uniform Relocation Assistance and Optional Relocation Policy and Procedures
VERSION 2	10/20/2022	<ul style="list-style-type: none"> • Merged Section 1.0 (Introduction) with Section 3.0 (Relocation Overview) • Moved temporary relocation for tenant language from Section 3.0 (Relocation Overview) to Section 6.0 (Optional Relocation Assistance) • Section 4.0 (Eligibility Requirements) renamed to Agency Responsibilities • New Section 5.0 (Uniform Relocation Assistance) • Old Section 5.1 (Voluntary relocation) removed • Added section 5.1 (Ineligibility) • Added section 5.3.1 (Temporary Relocation Assistance) • Added Section 5.5 (Responsibilities) • Added section 5.6.3 (Ninety-Day Notice) • Added sections 6.1-6.5 • Removed security deposits from list of ineligible expenses from section 6.3.2 (Unallowable Costs). • Moved section 7.0 (Program Notifications) to 5.6 • Old section 8.0 (Relocation Assistance) moved under Section 5.0 (Uniform Relocation Assistance) • Old sections 11.1-11.4 (Prevention of Fraud Waste and Abuse & Actions that constitute Fraud, Waste, and Abuse) removed. • Appendices removed

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1.0: VERSION POLICY

1.1: Version History

Version history is tracked in the table on the title page, with notes regarding version changes reflected in Table 1. The dates of each publication are also tracked in Table 1. The first version of this document is 1.0.

Substantive changes within this document that reflect a policy change will result in the issuance of version 2.0, an increase in the primary version number. Future policy changes will result in additional revisions and the issuance of a new primary version numbers.

Non-substantive changes, such as minor wording and editing, or clarification of existing policy that does not affect the interpretation or applicability of the policy will be included in minor version updates denoted by a sequential number increase behind the primary version number, such as 2.1, 2.2, etc.

1.2: Policy Change Control Board

Policy review and changes for this document is considered through a change control process. When policy clarifications, additions, or deletions are needed to more precisely define the rules by which the Program will operate, Program staff will submit a Policy Change Request Form or a Request for Decision Form for internal review by the Policy Change Control Board (PCCB). Within the PCCB, two members will separately perform a review to verify that all relevant information and any supporting documentation are included in the request. Upon PCCB concurrence by these two members that the request raises a policy issue, rather than a process issue, the Policy Change Request Form or Request for Decision is forwarded to the Policy Change Control Board for consideration. The requests are compiled and brought before the entire PCCB for a final policy change determination.

The PCCB is composed of the Special Council for Disaster Recovery, the Senior Policy Manager, the Senior Housing Program Manager, at least one Subject Matter Expert, and other program staff members representing Program leadership as needed.

The PCCB meets bi-weekly, as needed, to consider all pending requests but may meet as frequently as necessary to consider critical policy decisions. The schedule for PCCB meetings is expected to move to a lower frequency as the Program matures.

2.0: ACRONYMS AND DEFINITIONS

2.1: Acronyms

- **AGI** – Adjusted Gross Income
- **AMFI** – Area Median Family Income
- **AMI** – Area Median Income
- **CDBG-DR** – Community Development Block Grant – Disaster Recovery
- **CFR** – Code of Federal Regulations
- **DR** – Disaster Recovery
- **FMR** – Fair Market Rates
- **FEMA** – Federal Emergency Management Authority
- **HCDA** – Housing and Community Development Act
- **HCV** – Housing Choice Voucher
- **HCVPPS** – Housing Choice Voucher Program Payment Standard
- **HQS** – Housing Quality Standards
- **HUD** – Housing and Urban Development
- **MHU** – Manufactured Housing Unit
- **NTP** – Notice to Proceed
- **PCCB** – Policy Change Control Board
- **QA/QC** – Quality Assurance / Quality Control
- **RFP** – Request for Proposals
- **RFQ** – Request for Qualifications
- **TRA** – Temporary Relocation Assistance
- **USC** – Unites States Code
- **URA** – Uniform Relocation Act

2.2: Definitions

Affordable Rent: For purposes of units subject to an Affordability Period, VIHFA defines affordable rent as rental costs that do not exceed 30% of a renter's income.

Agency (49 CFR 24.2(a)(1)): the Federal Agency, State, State Agency, or person that acquires real property or displaces a person. Also called “displacing agency.”

Alien not lawfully present in the United States (49 CFR 24.2(a)(2)) and (8 CFR 103.12): The phrase "alien not lawfully present in the United States" means an alien who is not "lawfully present" in the United States as defined in 8 CFR 103.12 and includes:

- An alien present in the United States who has not been admitted or paroled into the United States pursuant to the Immigration and Nationality Act (8 USC 1101 et seq.) and whose stay in the United States has not been authorized by the United States Attorney General; and,
- An alien who is present in the United States after the expiration of the period of stay authorized by the United States Attorney General or who otherwise violates the terms and conditions of admission, parole or authorization to stay in the United States.

Area Median Income (AMI): Calculated annual limits based on HUD-estimated median family income with adjustments based on family size used for demonstrating LMI beneficiaries in the Program. May also be referred to as Area Median Family Income (AMFI) in other program documents.

Assisted Unit: Any unit within the property improved or assisted with CDBG-DR funding.

Beneficiary: The recipient deriving advantage from CDBG-DR funding; households occupying assisted units are benefits.

Builder/Contractor: (Used interchangeably) A person who contracts to construct or repair housing units and/or supervises building operations.

Case Management: Working with individual landlords/tenants to understand the Program's housing solutions, resulting in clear and transparent determination of eligibility and award amounts. Case Managers will work to decrease landlord/tenant's barriers to participate in the Program where possible.

Citizen (49 CFR 24.2(a)(5)): The definition of citizen includes "non-citizen nationals" to avoid excluding persons from certain US possessions (American Samoa, for whose status is US national, rather than US Citizen.

Common Area Under Roof: The total area under the common roof is primarily interior, conditioned spaces, and for single-story homes, equal to the footprint of the house. The term is also synonymous with the eligible area. In addition, exterior spaces such as detached porches and garages are not considered eligible areas.

Comparable Replacement Dwelling (49 CFR 24.2(a)(6)): The term "comparable replacement dwelling" as defined in the URA regulations includes a special provision for persons receiving government housing assistance before displacement which is relevant to many HUD-funded projects.

Decent, safe, and sanitary dwelling (DS&S) (49 CFR 24.2(a)(8)): A dwelling occupied in connection with a rental assistance program that is subject to HUD Housing Quality Standards (HQS) (24 CFR 982.401), shall be deemed to be in compliance with the URA DS&S standards if it meets the applicable HQS.

Displaced Person (49 CFR 24.2(a)(9)): The URA definition includes both persons displaced, and persons not displaced. HUD program regulations often include additional circumstances in programmatic definitions of a displaced person which must be considered.

Duplication of Payments (49 CFR 24.3): No person shall receive any compensation under the URA, section 104(d) of the Housing and Community Development Act of 1974, as amended, implementing regulations, or the policies in this handbook that have the same purpose and effect as other compensation the person received under Federal, State, or local law. (The Authority need not conduct an exhaustive search for duplicative payments but should take reasonable steps to avoid making a duplicative payment based on its current knowledge.) Care must be exercised with tenants or homeowners who receive HUD housing subsidies to assure that relocation payments do not duplicate assistance already provided under a subsidized housing program.

Family: The term family means all persons living together in the same housing unit, as further defined under 24 CFR 570.3.

Fair Market Rents (FMRs): The US Department of Housing and Urban Development (HUD) annually estimates FMRs for Office of Management and Budget (OMB). They are used to determine payment standard amounts for the Housing Choice Voucher (HCV) Program and the Open Market Rental Program. The rent ceilings are the maximum award amounts of rent a recipient may be charged for units assisted by the Rental Rehabilitation and Reconstruction Program. 42 USC 1437f requires FMRs be posted at least 30 days before they are effective and that they are effective at the start of the federal fiscal year (generally October 1).

Household: A household is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements. For housing activities, the test of meeting the LMI National Objective is based on the LMI of the household.

Housing Choice Voucher (HCV) Program: The federal government's major Program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. The Virgin Islands Housing Authority administers the Program in the Territory. Since housing assistance is provided on behalf of the family or individual, participants are free to choose any housing, including single-family homes, townhomes or apartments that meet program requirements and is not limited to units located in subsidized housing projects.

Housing Quality Standards (HQS): The goal of the Program is to provide "decent, safe and sanitary" housing at an affordable cost to low-income families. Housing Choice Voucher (HCV) program regulations at 24 CFR Part 982 set forth basic housing quality standards (HQS) which all units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy. HQS define "standard housing" and establish the minimum criteria for the health and safety of program participants. Current HQS regulations consist of 13 key aspects of housing quality, performance requirements, and acceptability criteria to meet each performance requirement.

HUD Financial Assistance: The term "HUD financial assistance" means a grant, loan, or contribution provided by HUD, including various HUD loan guarantee programs (such as CDBG, Section 108, etc. It does not include any other Federal guarantee or contracts of insurance (such as FHA mortgage insurance), a low-income housing tax credit, any interest reduction payment to a family or individual in connection with the purchase and occupancy of a residence by that family or individual, or down payment assistance under the American Dream Down Payment Initiative (ADDI). (HUD discourages the use of interest subsidies as a mechanism to avoid providing relocation assistance to tenants displaced by an assisted homebuyer program).

Initiation of Negotiations (ION) (49 CFR 24.2(a)(15)): The ION date serves as a milestone in determining a person's eligibility for relocation assistance, including moving costs and a replacement housing payment. The ION date is the trigger for issuance of the Notice of Eligibility for Relocation Assistance or Notice of Non-displacement. After ION, any applicant who seeks to rent in the project must be issued a Move-in Notice before executing a lease, otherwise, the project will incur liability for relocation costs if the applicants are found to be eligible as a displaced person.

Low to Moderate Income (LMI): Activities which benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size. Income eligibility will be determined and verified in accordance with 24 CFR Part 5 requirements using procedures as stated in the Technical Guide for Determining Income and Allowances, 3rd Edition (HUD-1780-CPD). The most current income limits, published annually by HUD at <https://www.huduser.gov/portal/datasets/il.html>, shall be used to verify the income eligibility of each household applying for assistance at the time assistance is provided.

Lead Authority (49 CFR 24.2(a)(16)): The term Lead Authority means the Department of Transportation acting through the Federal Highway Administration.

Low Income (49 CFR 402(b)(2)(ii)): The terms "low income" under the URA and "lower income person" or "low- and moderate-income person" or a "low-income person" under HUD programs, all include person(s) having an income equal to or less than the Section 8 Low-income limit established by HUD. Generally, this means a family or individual whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller or larger families. Income limits applicable to the URA can be found at <https://www.huduser.gov/portal/datasets/il.html> or at www.HUD.gov/relocation. The definition of what constitutes "income" is not the same for the URA and HUD programs and must be determined based on the applicable statutory and/or regulatory requirements.

Mobile Home (49 CFR 24.2(a)(17)): The term mobile home includes manufactured homes and recreational vehicles used as residences.

Mortgage (49 CFR 24.2(a)(18)): Depending on State law, the term "mortgage" also includes a land contract or "contract for deed."

Move-In Notice. A term used by HUD for written notice provided to a person who is interested in moving into a project after the date an application for assistance was submitted (often referred to by relocation agents and DOT as a "subsequent occupant"). If the person is provided with such a Notice before leasing and occupying the property and agrees to occupy the property under the terms of the notice, the person is not eligible for relocation assistance. The notice must contain the following information: That an application for federal assistance for the project has been submitted, the project's possible impact on the person (e.g., the person may be displaced, temporarily relocated or suffer a 1-11 [01/06] 1378 CHG-5 rent increase), and the fact that he or she would not qualify for relocation assistance as a "displaced person" as a result of the project, if he or she chose to occupy the property. See guide form Move-In Notice, Appendix.

Notice of Non-displacement: A HUD term for notice provided to persons who will not be permanently displaced for a HUD-assisted project. Such persons may, however, be required to move to another unit within the project or relocate temporarily while the property is rehabilitated (terms of the move must be reasonable and costs for the move must be covered by the project).

Person (49 CFR 24.2(a)(21)): The term person means any individual, family, partnership, corporation, or association.

Persons Not Displaced (49 CFR 24.2(a)(9)(ii)): The URA regulations define very specific conditions under which a person is not considered a displaced person. In addition, HUD regulations and program policy discuss the situations which often arise in HUD-funded projects.

Project or Program (49 CFR 24.2(a)(22)): Any activity or series of activities undertaken by a federal agency or with Federal financial assistance received or anticipated in any phase of an undertaking, in accordance with the Federal funding agency guidelines.

Resident Return Policies, Return Criteria, or Re-occupancy Plan. Individual HUD program regulations or guidance will specify when such a policy is required. Establishing a return policy will enable the Authority to determine how many and which of the current project residents will be either temporarily relocated and/or may be permanently displaced and whether some or all residents will be given priority for return to the project when it is completed (usually an issue where a project is so large in scope that residents may need to vacate for a year or more during rehabilitation or reconstruction).

Not Suitable for Rehabilitation: The VIHFA defines "not suitable for rehabilitation" for the Program as: Structures that are considered "beyond rehabilitation" and do not meet the Program's rehabilitation standards, and/or federal and local code requirements shall be deemed not suitable for rehabilitation, as determined by the Program and consistent with program guidelines.

Open Market: Properties assisted by the Program are listed on the Open Market to the public. Units are made available to low-moderate income families, the elderly, and the disabled. Landlord responsible to ensure units are decent, safe, and sanitary housing as defined in Housing Quality Standards.

Owner of a Dwelling (49 CFR 24.2(a)(20): The term owner of a dwelling means a person who is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property:

- Fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or
- An interest in a cooperative housing project which includes the right to occupy a dwelling; or
- A contract to purchase any of the interests or estates described in § 24.2(a)(1)(i) or (ii) of this section; or
- Any other interest, including a partial interest, which in the judgment of the Authority warrants consideration as ownership.

Payment Standard: The Program determines a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a tenant will receive. The tenant must pay 30% of its monthly adjusted gross income for rent and utilities.

Temporary Relocation: The URA applies to permanent displacements and does not cover persons that are temporarily relocated in accordance with HUD regulations. While there are no statutory provisions for "temporary relocation" under the URA (the statute considers all eligible persons "displaced"), it is recognized in the URA regulations that there are some circumstances where a person does not need to be permanently displaced but may need to be moved from a project for a short period of time. The URA regulations require that any residential tenant who has been temporarily relocated for a period beyond one year must be contacted by the Authority and offered permanent relocation assistance. By regulation, HUD imposes additional conditions on temporary relocations. Generally, moving expenses to and from the temporary replacement location must be reimbursed, as must any increased housing costs incurred during the temporary residence; and the rent for the rehabilitated unit may not increase unreasonably after the tenant's return. The Authority

must also provide reasonable advance notice of the temporary relocation. If 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. The displacement is deemed permanent, and the URA applies. The applicable program regulations should be consulted for more specific temporary relocation requirements.

Tenant: A person who has the temporary use and occupancy of real property owned by another.

Uniform Act (URA): The terms "Uniform Act", "Uniform Relocation Act" or "URA" mean the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646, 84 Stat. 1894; 42 USC 4601 et seq.), and amendments thereto. Applies to all acquisitions of real property or displacements of persons resulting from federal or federally assisted program projects. URA's objective is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. For the purposes of these guidelines, URA mostly applies to residential displacements in involuntary (49 CFR Subpart B) and acquisition or multifamily damaged/occupied activities that require the relocation of tenants.

Urgent Need. An urgent need that exists because conditions pose serious and immediate threat to the health or welfare of the community; the existing conditions are recent or recently became urgent; and the subrecipient cannot finance the activities on its own because other funding sources are not available. Subrecipients or the Territory must document how each Program and/or activity funded under this category responds to a disaster-related impact. See 24 CFR 570.483(d).

United States Department of Housing and Urban Development (HUD): Established in 1965, as part of the Department of Housing and Urban Development Act, the department was created to develop and execute policies on housing and metropolises.

Unlawful Occupant: A person who occupies without property right, title or payment of rent or a person legally evicted, with no legal rights to occupy a property under State law. An Authority, at its discretion, may consider such person to be in lawful occupancy

Utility Costs: The term utility costs mean expenses for electricity, gas, other heating and cooking fuels, water, and sewer.

Utility Facility: The term utility facility means any electric, gas, water, steam power, or materials transmission or distribution system; any transportation system; any communications system, including cable television; and any fixtures, equipment, or other property associated with the operation, maintenance, or repair of any such system. A utility facility may be publicly, privately, or cooperatively owned.

Utility Relocation: The term utility relocation means the adjustment of a utility facility required by the Program or project undertaken by the displacing Authority. It includes removing and reinstalling the facility, including necessary temporary facilities; acquiring necessary right-of-way on a new location; moving, rearranging or changing the type of existing facilities; and taking any necessary safety and protective measures. It shall also mean constructing a replacement facility that has the functional equivalency of the existing facility and is necessary for the continued operation of the utility service, the project economy, or sequence of project construction.

3.0: RELOCATION OVERVIEW

The Virgin Islands Housing Finance Authority, through its Community Development Disaster Recovery Program (CDBG-DR) and CDBG-Mitigation (CDBG-MIT), administers funding from the Housing and Urban Development (HUD) to assist the Virgin Islands with the recovery and mitigation efforts needed to combat the damage inflicted by recent presidentially declared disasters. The Community Development Block Grant Disaster Recovery (CDBG-DR) Program and its Subrecipients are implementing subsidized Housing Recovery Programs that may include temporary or permanent relocation of owner-occupants and tenants.

Relocation of Tenants

The Uniform Relocation Act (the "URA" or "Act") stipulates that any projects or programs that make use of federal monies and that forcibly evict persons from their rental unit, whether temporarily or permanently, must adhere to its guidelines. The URA normally provides protection to tenants who move out of their rental unit because of federally sponsored construction or acquisition activities. Because all homeowner participation in the VI CDBG-DR Programs is voluntary, the URA does not apply to homeowners who occupy a home receiving Program assistance.

The Program seeks to minimize the displacement of current residents and it is the program's goal to prevent the displacement of current residents, inform them of their legal rights, offer relocation counseling and help, and promptly reimburse tenants for relocation forced by such operations.

Temporary (voluntary) Relocation of Homeowners

Optional Relocation Assistance is an approved expense by HUD under the CDBG Programs and has been approved by the Virgin Islands Housing Finance Authority (VIHFA). It is not a requirement that the Program offer optional relocation assistance. However, this assistance opportunity should be viewed as a commitment on behalf of the Program to provide assistance for adequate temporary housing to low-to-moderate income households that do not exceed 80% of the Area Median Income (AMI), as amended per household size and as defined by HUD for the Virgin Islands.

4.0: AGENCY RESPONSIBILITIES

The Program will take all reasonable measures to minimize the displacement of owner-occupants and tenants living in properties assisted by the Program, however there will be instances where relocation must occur.

The Program will ensure the suitability as well as the reasonable terms and conditions of relocation assistance. The Program is also responsible for verifying that the rent is actual and reasonable, and properly documented.

If a residential occupant will be temporarily relocated, the Program will provide reasonable advance written notice of the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period.

In the case of a person displaced from housing with a project-based or voucher-based subsidy, the suitable unit is another dwelling unit receiving the same or a similar subsidy.

5.0: UNIFORM RELOCATION ASSISTANCE

The Program must provide relocation assistance under URA when a tenant is required to move, either within the project or to an offsite location, to accommodate a CDBG-DR assisted acquisition, demolition, or rehabilitation. All displaced persons shall be equally provided information, counseling, referrals, and relocation services. In addition, no person shall be displaced or discriminated against because of age, race, color, religion, sex, handicap, familial status, or national origin.

5.1: Ineligibility

The following is a non-exhaustive list of persons that are not considered displaced and therefore ineligible for relocation assistance under URA:

- An owner-occupant who moves as a result of an acquisition, rehabilitation, or demolition of real property.
- A person who moves before the initiation of negotiation, unless the Program determines the person was displaced as a direct result of a Program activity.
- A person who initially enters into occupancy of the property after the date of acquisition for a project.
- A person who has occupied the property for the purpose of obtaining assistance under URA
- A person who is determined to be in unlawful occupancy before or after the initiation of negotiations or that was evicted for cause.
- A person who is not lawfully present in the United States unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child.

Other persons not listed above may be deemed ineligible based on URA requirements.

5.2: Permanent Displacement

Permanent displacement is determined if one of the following occur:

1. If the Program determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.
2. If the tenant moves after:
 - a. The property owner has been notified by the Program that they are eligible for assistance and;
 - b. The property owner notifies the tenant to move permanently from the property after receiving the notice described in 2a.
3. After the initiation of negotiations, if the person is the tenant-occupant of a dwelling unit and any of the following occurs:
 - a. The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or
 - b. The tenant is required to relocate temporarily for the activity (i.e., no more than 12 months), but is not offered payment for all reasonable out-of-pocket expenses for the temporary relocation, including the following:

- i. Moving to and from the temporary location and any increased housing costs;
- ii. Other conditions of the temporary relocation are not reasonable; and
- iii. The tenant does not return to the building/complex
- c. The tenant is required to move to another unit in the building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

4. If the displacement of the tenant extends beyond 12 months, the displacement is considered permanent.

5.3: Temporary Relocation

The URA allows the Program to provide relocation assistance to tenants that are not intended to be permanently displaced. Tenants who are required to temporarily relocate (i.e., no more than 12 months) while repairs are underway must be permitted to return to their original units or a similar unit on the same property upon completion of the work. The temporarily occupied housing must be decent, safe, and sanitary. The unit must be offered to the tenant at a monthly rent that does not exceed the greater of:

- The tenant's monthly rent and average utility costs before temporary relocation; or
- 30% of the household's average gross income.

This option will only be used when a tenant is guaranteed a return to a unit from which they moved from or to a similar replacement unit in the project. Landlords who refuse to allow tenants that were temporarily relocated to return to the property will be considered in violation of their loan agreement and responsible to pay permanent relocation costs on behalf of the displaced tenant.

Temporary relocation is required for occupied rental units being repaired by any HUD-funded program in which the scope of work within a property or residential unit includes the following:

- Requires packing, moving, or storing residents' furniture or personal items in order to perform the work
- Involves the unit kitchen or bathroom where the work prevents the use of these areas for their intended use by the occupant (e.g., replacing the kitchen cabinets and countertops, tub surrounds and plumbing fixtures, flooring, and painting)
- Creates odors, dust debris, noise, or other hazards that may impact the safety or sanitary conditions of the unit.
- Any repairs lasting more than eight (8) hours.

Temporary relocation is not required for the following types of projects:

- Short term (e.g., an hour or less) temporary switch over to new equipment, if the temperature within the unit can be maintained between 68-72 degrees Fahrenheit.
- Short term (e.g., an hour or less) temporary switch over to new fixtures, receptacles, or equipment, if the electrical service to a unit is not interrupted.
- Ingress and egress that can be safely maintained throughout construction.
- Owner-occupant who voluntarily participates in a housing rehab program.

5.3.1: Temporary Relocation Assistance

Temporarily relocated tenants will be reimbursed for their reasonable out-of-pocket expenses related to the temporary move, as the URA allows.

Temporary relocation costs can be paid by the Program for no longer than 12 months, unless extended for a mutually agreed period with proper justification. If no such extension is granted, the tenant is automatically considered permanently displaced; however, the tenant can be offered to:

- Permanently relocate to the unit which has been their temporary unit if it is available to do so, or
- Choose to permanently relocate elsewhere with URA assistance.

5.4: Comparable Replacement Dwellings

The Program will assist displaced/temporary relocated tenants with locating a comparable replacement dwelling. The unit to be selected must be:

- Decent, safe, and sanitary.
- Functionally equivalent to present dwelling
- Comparable in size and nature to the unit being repaired by the Program
- Currently available, Affordable, and Reasonably accessible
- Not subject to unreasonable adverse environmental conditions.

The Program will use the "Selection of Most Comparable Replacement Dwelling" and "Housing Quality Standards" forms to acquire information to assist the tenant in securing a comparable unit. The forms will be provided by the appropriate Program staff. Copies of these forms will be kept in the tenant's relocation file along with copies of receipts for all required notices.

5.5: Responsibilities

5.5.1: Landlord Responsibilities

After the Landlord has applied to the Program, they must:

- Not rent any units identified on the application as vacant until a Certificate of Occupancy has been issued, and the Program has verified the income of potential tenants.
- Ensure that the Move-In Notice is provided to all tenants moving into applicable units. Failure to do so may result in URA obligations for the Landlord, which will not be reimbursable with CDBG-DR funds.

Failure to comply may result in the property not being eligible for repairs or expended funds may be recaptured. The Landlord may be required to reimburse the Program for any temporary or permanent relocation expenses associated with any displaced tenants as the Territory reserves the right to exercise all remedies as allowed in the recorded documents within the Program policies. The costs may include but not limited to the tenants' increased housing costs, moving expenses, and necessary out-of-pocket expenses.

5.5.2: Program Responsibilities

The Program will determine the following:

- Notifications, as part of URA compliance, must be sent to existing tenants in applicable and non-applicable occupied units that are not part of the Program, and/or to tenants at the time of the storm. Should such notifications be required, the Program will obtain the names and current addresses from the Landlord and will send the notifications. If a landlord has sent required notifications, the Program will obtain evidence of delivery to the tenants. Once this is complete, the Program will notify the Landlord that their unit can be occupied by the tenant they have identified.
- Whether the relocation assistance or other costs comply with program requirements.

5.6: Program Notifications

To meet HUD Uniform Relocation Act (URA) requirements, program notifications should be made at critical points during the construction and temporary relocation process.

5.6.1: General Information Notice (GIN)

The GIN is issued as soon as feasible to provide preliminary information on the proposed project. The notice serves to inform tenants of their potential rights and protections. The GIN will be sent when site control is obtained, and the application is reviewed for basic eligibility. Notices will be issued by VIHFA to all occupants within a proposed HUD-assisted project involving acquisition, rehabilitation, or demolition. The GIN must include the following:

- A tenant will not be displaced in connection with the proposed project. The tenant may be required to move temporarily so that the rehabilitation can be completed.
- If the temporary relocation lasts more than one year, the tenant will be offered all permanent displacement assistance as a displaced person under the URA.
- The tenant is advised to NOT MOVE to avoid jeopardizing relocation assistance if they will be relocated.
- The tenant will not be required to move without advance written notice.
- The tenant has the right to appeal the Authority's determination regarding eligibility for assistance.
- GIN is signed by an appropriate official of the displacing Authority.
- The notice must be in plain, understandable language.
- The notice must indicate the name and phone number of a person to be contacted for answers to questions.
- The notice must be personally served or sent by certified or registered first-class mail, return receipt requested.
- The Authority's file must have documentation to demonstrate that the tenant received the notice.
- Along with the GIN, the Authority may provide the temporarily relocated tenant a brochure that describes the relocation program.
- When appropriate, personal contact with the tenants is preferred to establish and maintain a good working relationship.

5.6.2: Notice of Relocation Eligibility (NOE)

This notice is to inform the tenant(s) that they may be displaced because of the proposed project. This notice also serves to inform the tenant(s) of their potential rights as a displaced person under the URA.

The NOE must describe the following:

- Available relocation assistance
- Estimated amount/ type of assistance
- Procedures for obtaining assistance
- Who to contact to get assistance/ ask questions
- Must be specific to individual household
- Rights to assistance
- In certain circumstances, displaced households may require a reasonable accommodation to fully benefit from temporary or permanent relocation activities undertaken in conjunction with USVI CDBG-DR Subrecipient Programs. Applicants who require a reasonable accommodation should contact the Respective Program Senior Manager.
- 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).

5.6.2.1: Ninety-Day Notice Requirement

All applicants that are eligible for relocation assistance under the URA must be provided with at least 90-days advance notice of the anticipated temporary or permanent displacement date.

The 90-day notice must state the earliest date that the applicant will be required to move from the property, or state that a further notice will be provided indicating the move-out date. Such further notices must be provided at least 30 days in advance. The anticipated relocation date will be included in the notice of eligibility.

An applicant may be required to vacate the property sooner than the 90-day window if the Program determines that the condition of the property constitutes a danger to their health or safety, or for other urgent circumstances. The Program will keep a record of such determinations in the applicant's case file.

The CDBG-DR Program will incorporate this 90-day requirement to the Notice of Relocation Eligibility.

5.6.3: Initiation of Negotiations (ION)

The Initiation of negotiations date is required for determining a tenant's eligibility for relocation assistance as a direct result of privately undertaken rehabilitation, demolition, or acquisition of real property. The actual date of the ION will be the date of the execution of the grant or loan agreement between the grantee (Virgin Islands Housing Finance Authority) and the recipient (individual(s) or company owning and controlling the real property). Tenant(s) occupying a property at the time of the ION date are eligible for relocation assistance. Persons who move from the dwelling prior to this date will not generally be eligible for relocation assistance, provided they had first received a timely and accurate General Information Notice (GIN). The Landlord or Program cannot

mandate where the residents relocate if the unit is decent, safe, and sanitary and reasonable in cost. The tenant may propose to temporarily relocate with family/friend(s); however, to claim relocation assistance from the Program, the property meet Housing Quality Standards of Decent Safe and Sanitary.

5.6.4: Notice of Non-displacement (NOND)

The ION date will trigger for issuance of the Notice of Non-displacement if a tenant will be required to move temporarily. A tenant who will not be displaced by the project may choose to leave the project site; however, they are presumed to be ineligible for relocation payments if an accurate and timely Notice of Non-displacement was provided before they chose to move. The Notice of Non-displacement shall:

- Be issued to all tenants who qualify for and are expected to remain in the completed project or have otherwise been deemed ineligible for relocation assistance (e.g., aliens not lawfully in the US).
- Be issued at the ION.
- Recommend the tenant NOT MOVE.
- State that the occupants will be reimbursed for all reasonable out-of-pocket expenses.
- State that the residential tenant will have a decent, safe, and sanitary unit either in their current building or in an alternate location.
- Explain the reasonable terms and conditions under which the person may continue to lease and/or occupy the property upon completion of the project.
- State the tenant's right to appeal Authority's determination regarding eligibility for assistance.
- Indicate that the Program did not displace a tenant who might otherwise qualify as displaced.

If a tenant will be temporarily relocated, the Authority will provide advance written, generally, 30 days prior to the move out date to include an approximate duration of the temporary relocation (not to exceed 1 year). Depending on the circumstances and severity in which relocation is required, longer or shorter periods of notice may be given to the tenant.

5.6.5: Move-In Notice

Move-in Notice is a term used by HUD for written notice provided to a person who is interested in moving into a project after the date an application for federal assistance was submitted. If the person is provided with a Move-in Notice before leasing and occupying the property and agrees to occupy the property under the terms of the notice, the person is not eligible for relocation assistance. The Authority will assist said tenant with relocation costs if the occupants are found to be eligible as displaced persons.

5.7: Advisory Services

The Programs' Advisory Services are provided to all eligible households to ensure that the Authority determines the needs of displaced persons, explains available relocation assistance and the right to appeal if they are not satisfied with Authority decisions (See Appeals Complaints and Grievances). The Authority or its proxy may provide the service depending on the Program. Programs vary, more detail can be provided in the designated Program Policies and Procedures. Specific advisory services include such measures, facilities, and services as may be necessary and

appropriate. Advisory services include, but not limited to:

- Communication including an explanation of relocation requirements (meetings, notices, schedules.)
- Personal Interviews to objectively assess residents' specific needs (unit size, location, accessibility, pets, etc.)
- Referrals to community organizations or other sources of assistance (e.g., social services, housing counseling, etc.)
- Temporary unit move-in and move-out, HQS Inspections to ensure decent, safe, and sanitary housing.
- Relocation Plan schedule and budget to accommodate the occupants and the project needs to include security and safety measures (from theft or injury - from construction or intruders.)
- Claims and reimbursement policies and procedures that are timely and fair.
- The Appeal process is explained; assistance with filing claims and appeals may be provided.

5.8: Moving Assistance

The Program will be responsible for determining that the personal property to be moved and the moving costs are reasonable and necessary based on the following:

- Commercial move – Moves performed by a professional mover
- Self-move – Moves performed by the displaced person through the following:
 - Fixed Residential Cost Moving Schedule
 - Actual cost move – must be supported by receipts for labor and equipment. Hourly labor rates and equipment rental fees cannot exceed the cost paid by a commercial mover.

Additional costs that are accrued and properly documented will be considered.

5.9: Emergency Relocation

The Program will generally provide advance notice of relocation; however, unforeseen circumstances may require short notice to relocate. Regarding danger, health or safety, the Authority may require immediate vacation of the property at which the tenant will be relocated to a decent, safe and sanitary dwelling. Tenants will be required to pay the actual reasonable out-of-pocket expenses incurred directly associated with the move. The Program(s) will reimburse actual reasonable expenses that follow Program policies. Expenses incurred prior to the relocation notice will not be reimbursed. Notice can be included in the Notice of Non-Displacement (NOND) or issued as a separate notice. Advisory services will be provided in addition to the official Notice which includes:

- Costs which will be reimbursed.
- Address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; and
- Terms and conditions under which the person may lease and occupy a decent, safe, and sanitary dwelling in the building/complex upon completion of the project.

5.10: Down payment Assistance

Permanently Displaced persons may elect to purchase a home. In such instances and when the purchase occurs within 12 months of the permanent relocation date, the Program provides down payment assistance equal to the maximum amount of rental assistance due to the displaced person, assuming selection of the Program's most comparable replacement dwelling. (i.e., 42 times the amount obtained by subtracting the "base monthly rent" for your present home from the monthly rent and estimated average monthly utility costs for a comparable replacement home).

The full payment must be applied to the purchase price of the replacement dwelling and related incidental expenses. Therefore, the Program prefers to issue such payments in conjunction with the displaced person closing on the purchase of the replacement dwelling. Where such coordination is not feasible, the Program ensures payment will reimburse the displaced person for out-of-pocket costs incurred prior to or at the time of closing. Displacement persons will receive the assistance due to them in at least two payments,

5.11: Tenant-Based Rental Assistance

To qualify for a replacement housing payment, the tenant must rent and occupy a decent, safe, and sanitary dwelling within one year of the date of their claim for assistance with the Program. Permanent relocation is required if the tenant is unable to return to the initial property. Eligible tenants may receive rental assistance for a 42-month period.

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 there is a difference, 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. It should be noted that it is likely last resort housing may be necessary. All payments above HUD's cap of \$7,200 must be reviewed and approved by Program staff.

5.12: Voluntary Nonacceptance of Relocation Assistance

In accordance with 49 CFR 24.207(f), the Program(s) never encourages or coerces households to waive their rights or entitlements under Federal regulations. Any waiver of rights is completely at the discretion of the household. A person may choose not to accept some or all payments or services by refusing to file a claim for payment or by executing written documentation that includes a specific description of the specific assistance (services and payments) to which the person would be entitled, including estimated dollar amounts.

6.0: OPTIONAL RELOCATION ASSISTANCE

6.1: Eligibility

Under 24 CFR 570.606(d), the Program will provide limited relocation assistance to owner-occupants whose homes are either being rehabilitated or reconstructed with CDBG-DR funds. This Policy is a voluntary program and is made available to all eligible owner occupants that agree to the conditions outlined. No person is required to accept temporary voluntary relocation assistance described herein. Any person may choose alternative living accommodations paid for by the person without assistance from the VI CDBG-DR Program.

Eligibility for temporary relocation assistance is to be determined by the Program on a case-by-case basis. Applicants must meet the following requirements:

- The owner-occupant earns less than 80% AMI
- No duplication of benefits
- The unit to be assisted is the primary residence; and
- The total monthly housing costs, including the cost of temporary relocation, will be greater than 30% of the household's gross monthly income.
- Reasonable accommodations will be made for vulnerable populations, such as the elderly, persons with disabilities, residents in recovery or with medical conditions, and low-income residents who have limited capacity or resources to cope with disruptions to their dwelling unit. The Program has determined that the following types of projects will require voluntary displacement of owner-occupant households such as:
 - Demolition of the home.
 - Roof repairs.
 - Abatement of hazardous materials such as lead or asbestos.
 - Projects that require the interruption of water or electrical services for more than 24-hours.
 - The detection of hazardous conditions in a home that pose a risk to occupants.
 - Elevation of a home.
 - Requirement that the home be cleared of all occupants and their belongings for rehabilitation to be efficiently completed.

Generally, the relocation period must be greater than 30 days. On a case-by-case basis, the relocation period may be shorter than 30 days depending on the applicant's circumstances. When such occurrences arise, relocation will be determined by Program staff or Special Case Panel.

6.2: Ineligibility

The following are not eligible for optional relocation assistance:

- Any household members that are not included on an application.
- Homeowners that have relocated from their home prior to submitting an application.

6.3: Assistance Determination

Optional relocation assistance can be made available to eligible owner-occupants for up to 9 months, with no single month of rental support exceeding the fair market rent for households of their size (assuming 1.5 persons/bedroom). Funding may be available for up to three additional months, for a total of 12 months, if the need is demonstrated and funds are available.

The terms of the Relocation Assistance will be stated within a written and signed Relocation Agreement prior to the start of construction. The total payment amount will consider any remaining temporary housing benefits the applicant has received previously or any future benefits.

6.3.1: Allowable Costs

The Program will provide assistance for moving and storage costs and temporary housing assistance (i.e., rent/base hotel room rate). If the applicant chooses to reside with a family member or friend, only moving and storage cost assistance shall be provided. All paid receipts for allowable costs must contain a company letterhead, business name, and business address.

The applicant must provide the Program with at least three quotations for moving and storage services, as applicable. The Program reserves the right to select the moving or storage service provider that is the most cost effective. All quotations must contain an official company letterhead and signature.

Moving costs cannot exceed the amount stated in the Federal Highway Authority's Fixed Residential Moving Schedule. The Program will only cover moving costs for a moving belongings from the applicant's property and returning them to the applicant's property when it can be reoccupied.

The applicant's personal property must be stored in a secure, licensed storage facility. Storage costs can be paid no more than 15 days prior to construction and 7 days following receipt of a Certificate of Occupancy.

The relocation end date will extend past the completion of construction to ensure that all work is inspected and approved prior to occupancy.

6.3.2: Unallowable Costs

The Program will **NOT** fund expenses for the following:

- Payments for broker's fees.
- Payments for pet care. The Program is not responsible for the safekeeping of pets during any work on the applicant's home. Owners must ensure that pets are safely removed from the premises as to not interrupt or harm workers while executing construction activities. Arrangements for care will be at the expense of the applicant.
- Utility costs and amenities that are not included in the rent or hotel room rate.
- Food.
- Moving and storage expenses for the following:
 - Locks and insurance for storage
 - Services from unlicensed providers
 - Assistance from friends and relatives
 - Lost, broken, or stolen items
- Cleaning of the existing home or rental.

6.4: Notice of Relocation Eligibility

Should the Program deem an owner-occupant to be eligible for optional relocation assistance, a notice of relocation eligibility will be provided.

6.4.1: Fifteen-Day Notice Requirement

The notice will describe the following:

- Available benefits

- Temporary housing location
- Relocation timeline

All applicants that are eligible for optional relocation assistance will be provided with at least 15 days advance notice of the anticipated relocation date.

This notice must state the earliest date that the applicant will be required to move from the property, or state that a further notice will be provided indicating the move-out date. Such further notices must be provided at least 15 days in advance. The anticipated relocation date will be included in the notice of eligibility.

An applicant may be required to vacate the property sooner than the 15-day window if the Program determines that the condition of the property constitutes a danger to their health or safety, or for other urgent circumstances. The Program will keep a record of such determinations in the applicant's case file.

6.5: Termination of Assistance

Homeowners participating in the Optional Relocation Program must stay in compliance with the CDBG-DR program they are enrolling. Homeowners must provide any required documents by the program. Failure to comply, the homeowner will be notified in writing of non-compliance and be given 10 calendar days to become in compliance.

If failure to resolve non-compliance or if the homeowner is denied or withdraws from the CDBG-DR program they are participating, the homeowner will be given notice that the Optional Relocation Program will terminate optional relocation housing services in 7 calendar days of the date of notification. The homeowner may appeal termination under the Program's appeals process.

If an applicant refuses to relocate to a property that the Program has inspected and deemed decent, safe, and sanitary, they will be denied further relocation assistance.

7.0: REPLACEMENT HOUSING OF LAST RESORT

When an adequate supply of comparable housing is not expected to be available, the Authority will consider housing of last resort actions. Use of the last resort housing provision is required where an owner- occupant or tenant cannot otherwise be appropriately housed within the monetary limits. This is a common situation in high-cost housing areas or with very low-income tenants who do not live in subsidized housing at the time of displacement. The Program shall review and adjust on a case-by-case basis unless an exception to a case-by-case analysis is justified for an entire project.

The appropriate consideration will be 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
- 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, last resort housing assistance is necessary for the area as a whole;
 - A program or project cannot be advanced to completion in a timely manner without

- last resort housing assistance; and
- The method selected for providing last resort housing assistance is cost effective, considering all elements, which contribute to total program or project costs.
- The methods of providing replacement housing of last resort include, but are not limited to:
 - A replacement housing payment more than the statutory limit for assistance payments. A replacement housing payment under this section may be provided in installments or lump sum at the Authority's discretion.
 - 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 of 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 Authority and subsequent sale or lease to, or exchange with a displaced person.
 - The removal of barriers for persons with disabilities.

Under special circumstances, the consideration of replacement housing based on space and physical characteristics may differ from those in the displacement dwelling, including upgraded, but smaller replacement housing that is DSS and adequate to accommodate individuals or families displaced from marginal or substandard housing may occur. The Program or project will not require a displaced household to move into a dwelling that is not functionally equivalent.

The Authority shall aid under this subpart to a displaced person who is not eligible to receive a replacement housing payment because of failure to meet the length of occupancy requirement when comparable replacement rental housing is not available at rental rates within the displaced person's financial means. Such assistance shall cover a period of 42 months.

8.0: APPEALS COMPLAINTS AND GRIEVANCES

8.1: Appeals

Any aggrieved person may file a written appeal with the Authority in any case in which the person believes that the Authority has failed to properly consider the person's application for assistance under the URA within 60 days after receiving the Authority's written determination. Such assistance may include, but is not limited to, the person's eligibility for, or a relocation payment required under the URA. The Authority shall consider a written appeal regardless of form.

The Authority official conducting the review of the appeal shall be either the head of the Authority or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

The Authority shall promptly review appeals in accordance with the requirements of applicable law and the URA. An aggrieved person has a right to legal counsel or other representation, but solely at the person's own expense. The Authority shall permit the person to inspect and copy all pertinent material, except that which is classified as confidential by the Authority.

The Authority shall consider all pertinent justifications and materials submitted to ensure a fair and full review of the appeal. The Authority shall make a prompt written determination, including an explanation of the basis on which the decision was made. If the full relief requested is not

granted, the Program shall advise the appellant of their right to seek judicial review of the decision.

8.2: Complaints and Grievances

Applicants may file a complaint or grievance if they have issues with the URA policy and procedures. URA complaints and grievances should be submitted in a timely manner to correct problem early in the URA process and to not slow down completion of the process. The Program will provide a timely written response to every citizen complaint within 15 working days of the receipt of the complaint.

Grievances must be filed in writing with the Program Manager and should include the following information to expedite resolution:

- Applicant name; and
- Contact information.
- Detailed explanation of grievance.
- Previously contacted individuals concerning complaint.
- Any supporting evidence.

Depending on the type of complaint filed and the requested remedy, the CDBG-DR Program Manager may follow different approaches to produce a timely and substantive written response. On a case-by-case basis, any complaint could be referred to the corresponding program area or department for consideration when reviewing the complaint, as applicable, as to provide applicable data for the response. An example of a referral may be complaints pertaining to a Program Applicant will be referred to the specific Program.

All complaints received will be documented, processed, and filed in compliance with this Policy.

9.0: RECORDS MANAGEMENT

VIHFA Operations and Housing Recovery Staff (including contractors) will comply with 24 CFR Part 5.2, Compliance with the Privacy Act, which requires the safeguarding of personally identifiable information by:

- Minimizing the use of PII on program documents and records.
- Providing access to PII only to those who require it for official business.
- Securing PII appropriately for paper or electronic forms.
- Training for data security and compliance with the Privacy Act will be provided to all employees and contractors as part of their onboarding process.
- In accordance with HUD regulations, as a grantee and recipient of CDBG-DR funds, VIHFA follows the records retention as cited in 2 CFR Part 200.333-337, which includes financial records, supporting documents, statistical records and all other pertinent records are maintained for five years after closeout of the Loan between HUD and VIHFA. VIHFA established requirements in its sub-recipient and contractor agreements for compliance with all HUD cross cutting requirements outlined in 2 CFR 200 Appendix II, including record keeping requirements.
- Owners are advised that additional information may be required to properly calculate their Loan Amount and that Owners shall maintain all records, receipts invoices and other documentation related to any repairs, construction, or clean-up of the damaged rental property for no less than five years from the date of the Loan agreement.

- Additional information regarding Records retention, how the Program will manage Personally Identifiable Information (PII), and file security, please refer to the VIHFA General Administrative Policy Manual

9.1: Record Retention

The “URA the HUD Way Recordkeeping Checklist” will be utilized to record sufficient details to demonstrate compliance with all URA requirements. All pertinent records shall be retained for the period specified in the applicable program regulations, but no less than three years after the latest of:

- Date by which all payments have been received by persons temporary relocated for the project;
- Date the project has been completed as defined by program regulations;
- Date by which all issues resulting from litigation, negotiation, audit, or other action have been resolved and final action taken.

9.2: Property File

File by address of the property being acquired, rehabilitated, or demolished will include:

- Inventory of personal property at the displacement and temporary replacement sites.
- Moving cost estimates.
- Evidence of actual moving expenses.
- Documentation to support related eligible expenses.

9.3: Occupant File

The applicant’s file and address of the property being acquired, rehabilitated, or demolished will include:

- Name, address, occupant characteristics for persons occupying the property to be rehabilitated.
- Update of occupants.
- Advisory services, including attempts to make contact and results.
- Notices: Evidence of delivery of notices.
- Dates of in-person contacts.
- Survey of relocation needs.
- Description of current unit.
- Appeal or complaint filed and response.

10.0: PREVENTION OF FRAUD, WASTE AND ABUSE

This policy applies to any irregularity, or suspected irregularity, involving employees as well as consultants, vendors, contractors, sub-recipients, sub-grantees, applicants, or outside Authority doing business with employees of such Authority, and/or any other parties with a business relationship with VIHFA. For more information, please reference the VIHFA Fraud, Waste and Abuse policy.

All applicant forms and agreements should contain the following:

“Warning: Any person who knowingly makes a false claim or statement to HUD or the USVI may be subject to civil or criminal penalties under 18 USC 287, 1001 and 31 USC 3729. Under penalties of perjury, I/we certify that the information presented above is true and accurate to the best of my/our knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in my ineligibility to participate in this Program or any other programs that will accept this document. Title 18, Section 1001 of the US Code states that a person is guilty of a FELONY if he/she knowingly and willfully makes a false statement to any department of the United States Government.”