

**PAPERWORK REDUCTION ACT  
CHANGE WORKSHEET**

<b>Agency/Subagency</b>  <b>U.S. Department of Housing and Urban Development</b> Office of Housing, Multifamily Headquarters, Assisted Housing Oversight		<b>OMB Control Numbers:</b>  2502-0608 <b>Exp. Date:</b> 03/31/2025
<i>If there are no changes in the categories below such as burden hours, respondents or record-keeping, please state N/A in the new column boxes.</i>		
<i>Enter only items that change</i>		
	<b>Current record</b>	<b>New record</b>
<b>Agency form number(s)</b> HUD-92240-PRA	Exhibit 7 (Part I of the Agreement to Enter into a Section 811 Rental Assistance Contract)	See original document attached and modifications for the document listed below.
<b>Annual reporting and recordkeeping hour burden</b>		
Number of respondents		
Total annual responses	0	N/A
Percent of these responses collected electronically		
Total annual hours	0	N/A
Difference		
Explanation of difference		N/A
Program change		N/A
Adjustment		
<b>Annual reporting and recordkeeping cost burden (in thousands of dollars)</b>		
Total annualized Capital/Startup costs	0	0
Total annual costs (O&M)	0	0
Total annualized cost requested	0	0
Difference		0
Explanation of difference		
Program change		
Adjustment		

Other changes:\*\*

### Summary

HUD, Grants and New Funding Division, Assisting Housing Oversight, is requesting a non-substantial change request to update its current OMB 2502-0608 with minor revisions to language within the document titled **Part I of the Agreement to Enter into a Section 811 Rental Assistance Contract for the Section 811 Property Rental Assistance for Persons with Disabilities grant program.**

There is no anticipated increase in burden hours, and there are no changes to the current associated documents in the information collection 2502-0608.

### Background

In the currently approved document, OMB 2502-0608, made effective 03/2022, HUD subsequently identified language needed for modification within Exhibit 7 (see attached). Please find attached the current approved document. Proposed changes are italicized below.

### Change Request

**YELLOW** → Items to be changed (from → to)

**RED** → Items to be deleted

**GREEN** → Items to be added

### Footer:

- “form HUD-92238-PRA (02/2014)” **changed to:** “*form HUD-92240-PRA*” (this change must be applied to pages 1 and 2. The correct form number is HUD-92240 **NOT** HUD-92238)

### Header:

- “PRA Demo Project No.” **changed to:** “*PRA Project No.*”
- “Section 8 Project No. (if applicable)” **changed to:** “*811 PRA Contract Number*”

### Below header:

- “The Owner proposes to complete a housing project, as described in the approved Application. Upon the acceptable completion of the project, the Owner and Grantee will enter into a Section 811 Rental Assistance Contract (Contract) for the purpose of making assistance payments to enable eligible Very Low-Income Households (Households) to occupy units in the project.”

#### **changed to:**

*“The Owner proposes to complete a housing project or commit an existing housing project, as described in the approved Application. Upon the acceptable completion of the project or start-up of the Section 811 Project Rental Assistance (PRA) Program, the Owner and Grantee will enter into a Section 811 Rental Assistance Contract (Contract) for the purpose of making rental assistance payments to enable eligible Extremely-Low-Income Households to occupy units in the project.”*

### Section 1.1:

- “**(b)Contents of Agreement.** This Agreement consists of Part I, Part II, and the following exhibits:  
(1) Exhibit A: Rental Assistance Contract (Contract) to be executed upon acceptable completion of the project, complete in all respects except for execution and effective date.  
(2) Exhibit B: The schedule of completion in stages, if applicable. (This exhibit should identify the units in each stage.) Exhibit C: The schedule of Davis-Bacon wage rates, if applicable.  
(3) Additional Exhibits: Specify additional exhibits, if any. If none, insert “None.””

#### **changed to:**

*“(b) Contents of Agreement. This Agreement consists of Part I and the following exhibits:  
(1) Exhibit A: Rental Assistance Contract, Part I and II (HUD-92235-PRA and HUD-92237-PRA) to be executed upon acceptable completion of the project or start-up of the Section 811 PRA Program.  
(2) Exhibit B: The schedule of Davis-Bacon wage rates, if applicable.  
(3) Additional Exhibits: Specify additional exhibits, if any. If none, insert “None.””*

- “**(e) Scope of Agreement.**” **changed to:** “**(c) Scope of Agreement.**”

**Section 1.3:**

- **delete:**

**“1.3 Relocation Requirements. (mark one)”**

**The Owner hereby certifies that the site of the project was without occupants eligible for relocation assistance under Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).**

**The Owner agrees to provide any relocation benefits required under the URA and other HUD issuances.”**

Signature of Senior Official or designee:

Date:

For OIRA Use

\_\_\_\_\_

\_\_\_\_\_

\*\*This form cannot be used to extend an expiration date.

OMB FORM 83-C

10/95

## PAPERWORK REDUCTION ACT CHANGE WORKSHEET

<b>Agency/Subagency</b>  <b>U.S. Department of Housing and Urban Development</b> Office of Housing, Multifamily Headquarters, Assisted Housing Oversight	<b>OMB Control Number</b>  2502-0608 EXP. Date: 03/31/2025
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<i>Enter only items that change</i>		New record
Current record		
<b>Agency form number(s)</b>	<b>Exhibit 8 (RAC I)</b>	See original document attached and modifications for the document listed below.
<b>HUD-92235 PRA</b>		
Annual reporting and recordkeeping hour burden		
Number of respondents		
Total annual responses	0	N/A
Percent of these responses collected electronically		
Total annual hours	0	N/A
Difference		
Explanation of difference		N/A
Program change		N/A
Adjustment		
Annual reporting and recordkeeping cost burden (in thousands of dollars)		
Total annualized Capital/Startup costs		0
Total annual costs (O&M)		0
Total annualized cost requested		0
Difference		0
Explanation of difference		
Program change		
Adjustment		

Other changes:\*\*

**Summary**

HUD, Grants and New Funding Division, Assisting Housing Oversight, is requesting a non-substantial change request to update its current OMB 2502-0608 with minor revisions to language within the document titled **Part I of the Rental Assistance Contract for the Section 811 Property Rental Assistance for Persons with Disabilities grant program.**

There is no anticipated increase in burden hours, and there are no changes to the current associated documents in the information collection 2502-0608.

**Background**

In the currently approved document, OMB 2502-0608, made effective 03/2022, HUD subsequently identified language needed for modification within Exhibit 8 (see attached). Please find attached the current approved document. Proposed changes are italicized below.

**Change Request**

**YELLOW** → Items to be changed (from → to)

**RED** → Items to be deleted

**GREEN** → Items to be added

**Below header: Change italicized items that are highlighted**

- “PRA Demo Project Number” **changed to** **“PRA Project Number”**
- “Section 8 Project Number (if applicable) **changed to** **“811 PRA Contract Number”**

**First Sentence (Add):** This Rental Assistance Contract **(RAC)** is entered into by and between ----- (Grantee), and -----(Owner Legal Name), **for rental assisted units at -----(Project Name).**

**1.1 Significant Dates and Other Items; Contents and Scope of Contract.**

**c. Maximum Annual Contract Commitment .** ~~Remove- The maximum annual amount of the commitment for Project Rental Assistance Payments Under this Contract, as identified in Exhibit 1.~~

**d. Project Address** **ADD** *Include the projects street address, city, county, state and zip code, block and lot number (if unknown), and any other information necessary to clearly designate the covered project.*

**f. Contents of Contract**

**Exhibit 2:** ~~Remove "Schedule of Contract Units and Contract Rents".~~ **ADD-** " iREMS Data Record"

**Exhibit 3:** **Add "Grantee"** Affirmative Fair Housing Marketing Plan

**Exhibit 4:** Use Agreement, **Add "HUD-92238-PRA"**

**Exhibit 5:** Lease, **Add "HUD-92236-PRA"**

**ADD "Exhibit 7: Program Guidelines"**

**1.3 Grantee Assurance**

(a)

(c) The letter "b" was skipped in error. **Change "c" to "b"**

**ADD "1.4 No Recourse Provision.**

*(a) In the event HUD cancels the Cooperative Agreement with the Grantee of the Grantee cancels the Rental Assistance Contract in accordance with the provisions of the RAC, the Owner agrees that it shall have no financial or legal recourse against the grantee."*

If you have questions regarding this request, please let us know.

Signature of Senior Official or designee:

Date:

11/18/2016

For OIRA Use

\*\*This form cannot be used to extend an expiration date.

**PAPERWORK REDUCTION ACT  
CHANGE WORKSHEET**

<b>Agency/Subagency</b>  <b>U.S. Department of Housing and Urban Development</b> Office of Housing, Multifamily Headquarters, Assisted Housing Oversight		<b>OMB Control Numbers:</b>  2502-0608 <b>Exp. Date:</b> 03/31/2025
<i>If there are no changes in the categories below such as burden hours, respondents or record-keeping, please state N/A in the new column boxes.</i>		
<i>Enter only items that change</i>		
	<b>Current record</b>	<b>New record</b>
<b>Agency form number(s)</b> HUD-92236-PRA	Exhibit 11 (811 PROJECT RENTAL ASSISTANCE DEMONSTRATION LEASE SUPPORTIVE HOUSING FOR PERSONS WITH DISABILITIES)	See original document attached and modifications for the document listed below.
<b>Annual reporting and recordkeeping hour burden</b>		
Number of respondents		
Total annual responses	0	N/A
Percent of these responses collected electronically		
Total annual hours	0	N/A
Difference		
Explanation of difference		N/A
Program change		N/A
Adjustment		
<b>Annual reporting and recordkeeping cost burden (in thousands of dollars)</b>		
Total annualized Capital/Startup costs	0	0
Total annual costs (O&M)	0	0
Total annualized cost requested	0	0
Difference		0
Explanation of difference		
Program change		
Adjustment		

Other changes:\*\*

### **Summary**

HUD, Grants and New Funding Division, Assisting Housing Oversight, is requesting a non-substantial change request to update its current OMB 2502-0608 with minor revisions to language within the document titled **811 PROJECT RENTAL ASSISTANCE DEMONSTRATION LEASE SUPPORTIVE HOUSING FOR PERSONS WITH DISABILITIES** for the Section 811 Property Rental Assistance for Persons with Disabilities grant program.

There is no anticipated increase in burden hours, and there are no changes to the current associated documents in the information collection 2502-0608.

### **Background**

In the currently approved document, OMB 2502-0608, made effective 03/2022, HUD subsequently identified language needed for modification within Exhibit 11 (see attached). Please find attached the current approved document. Proposed changes are italicized below.

### **Change Request**

**YELLOW** → Items to be changed (from → to)

**RED** → Items to be deleted

**GREEN** → Items to be added

### **Body (Witnesseth Section):**

- WHEREAS, the LANDLORD is a multifamily project property receiving federal project-based rental assistance pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act, as amended by the Frank Melville Supportive Housing Act of 2010 and.

#### **changed to:**

*“WHEREAS, the LANDLORD is a multifamily property receiving federal project-based rental assistance pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act, as amended by the Frank Melville Supportive Housing Act of 2010.”*

- WHEREAS, the LANDLORD has entered into a Rental Assistance Contract (RAC) with the State Housing Finance Agency (HFA).

#### **changed to:**

*“WHEREAS, the LANDLORD has entered into a Rental Assistance Contract (RAC) with the State Housing Agency (SHA).”*

- “WHEREAS, pursuant to a Cooperative Agreement between HUD and the HFA, the HFA agrees to disburse Section 811 Project Rental Assistance Demonstration (PRA Demo) funds to the Landlord , conditioned on the the LANDLORD limiting occupancy, based upon a HFA agreed specified number of PRA Demo units, to extremely low income persons with disabilities as defined in Section 811 of the National Affordable Housing Act, as amended and applicable HUD regulations under criteria for eligibility of TENANTS for admission to assisted units and conditions of continued occupancy in accordance with the terms and provisions of the RAC Contract, and”

#### **changed to:**

*“WHEREAS, pursuant to a Cooperative Agreement between HUD and the SHA, the SHA agrees to disburse Section 811 Project Rental Assistance (PRA) funds to the Landlord , conditioned on the LANDLORD limiting occupancy, based upon a SHA agreed specified number of PRA units, to extremely low income persons with disabilities as defined in Section 811 of the National Affordable Housing Act and applicable HUD regulations under criteria for eligibility of TENANTS for admission to assisted units and conditions of continued occupancy in accordance with the terms and provisions of the RAC, and”*

### **Section 1:**

- “1. The LANDLORD leases to the TENANT, and the TENANT leases from the LANDLORD dwelling unit in the project known as \_\_\_\_\_ (D) \_\_\_\_\_ for a term of one year commencing on the \_\_\_\_\_ day of \_\_\_\_\_ (E) \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_ (F) \_\_\_\_\_, 20\_\_\_\_.”

**changed to:**

*"1. The LANDLORD leases to the TENANT, and the TENANT leases from the LANDLORD dwelling unit number \_\_\_\_\_(D)\_\_\_\_\_ located at \_\_\_\_\_(E)\_\_\_\_\_ for a term of one year commencing on the \_\_\_\_\_ day of \_\_\_\_\_(F)\_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_(G)\_\_\_\_\_, 20\_\_\_\_."*

**Section 2:**

- "(G)" changed to: "(H)"

**Section 3:**

- "(H)" changed to: "(I)"
- "(I)" changed to: "(J)"
- "(J)" changed to: "(K)"
- "...HUD-approved schedule and criteria..." changed to: "...*State-approved schedule and criteria*..."

**Section 4:**

- "4. Of the total rent, \$\_\_\_\_(K)\_\_\_\_\_ shall be payable by or at the direction of HUD as project rental assistance payments on behalf of the TENANT, and \$\_\_\_\_(L)\_\_\_\_\_ shall be payable by the TENANT. These amounts shall be subject to change by reason of changes in requirements, changes in the TENANT's family income, family composition or extent of exceptional medical or other unusual expenses in accordance with HUD-established schedules and criteria; or by reason of adjustment by HUD of any applicable Utility Allowance. Any such change shall be effective as of the date stated in a Notice to the TENANT."

**changed to:**

*"4. Of the total rent, \$\_\_\_\_(L)\_\_\_\_\_ shall be payable by or at the direction of HUD as rental assistance payments on behalf of the TENANT, and \$\_\_\_\_(M)\_\_\_\_\_ shall be payable by the TENANT. These amounts shall be subject to change by reason of changes in requirements, changes in the TENANT's family income, family composition or extent of exceptional medical or other unusual expenses in accordance with HUD-established schedules and criteria; or by reason of adjustment by SHA of any applicable Utility Allowance. Any such change shall be effective as of the date stated in a Notice to the TENANT."*

**Section 5:**

- "(M)" changed to: "(N)"

**Section 6:**

- "6. A security deposit in an amount equal to one month's total TENANT payment or \$50, whichever is greater, shall be required at the time of execution of this Agreement, Accordingly, TENANT hereby makes a deposit of \$\_\_\_\_(N)\_\_\_\_\_ against any damage except reasonable wear done to the premises by the TENANT, his/her family, guests, or agents; and agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit is to be refunded to the TENANT or to be applied to any such damage or any rent delinquency. The LANDLORD shall comply with all State and local laws regarding interest payments on security deposits."

**changed to:**

*"6. A security deposit in an amount equal to one month's total TENANT payment or \$50, whichever is greater, may be collected at the time of execution of this Agreement. Accordingly, TENANT hereby makes a deposit of \$\_\_\_\_(O)\_\_\_\_\_ against any damage except reasonable wear done to the premises by the TENANT, his/her family, guests, or agents; and agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit amount listed in this paragraph is to be refunded to the TENANT or to be applied to any such damage or any rent delinquency. The LANDLORD shall comply with all State and local laws regarding interest payments on security deposits."*

**Section 8:**



- **Section 8(b)**

- “(b) The LANDLORD's right to terminate this Agreement is governed by the regulation of the Secretary at Title 24, Part 5, Subpart I and Part 247 (herein referred to as the HUD Regulation). The HUD Regulation provides that the LANDLORD may terminate this Agreement only under the following circumstances:

(1) The LANDLORD may terminate, effective at the end of the initial term or any successive term, by giving the TENANT notification in the manner prescribed in paragraph (g) below that the term of this Agreement is not renewed and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; any criminal activity that threatens the health or safety of any on-site project management staff responsible for managing the premises, or any drug-related criminal activity on or near such premises, engaged in by a resident, any member of the resident's household or other person under the resident's control; or other good cause. When the termination of the tenancy is based on other good cause, the termination notice shall so state, at the end of a term and in accordance with the termination provisions of this Agreement, but in no case earlier than 30 days after receipt by the TENANT of the notice. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence or State law, whichever is later.”

**changed to:**

*“(b) The LANDLORD's right to terminate this Agreement is governed by the regulation of the Secretary of HUD at Title 24, Part 5, Subpart I and Part 247 (herein referred to as the HUD Regulation). The HUD Regulation provides that the LANDLORD may terminate this Agreement only under the following circumstances:*

*(1) The LANDLORD may terminate effective at the end of the initial term or any successive term, by giving the TENANT notification in the manner prescribed in paragraph (g) below that the term of this Agreement is not renewed and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; any criminal activity that threatens the health or safety of any on-site project management staff responsible for managing the premises, or any drug-related criminal activity on or near such premises, engaged in by a resident, any member of the resident's household or other person under the resident's control; or other good cause. When the termination of the tenancy is based on other good cause, the termination notice must be effective at the end of the lease term, but in no case earlier than 30 days after receipt of the notice by the TENANT. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence or State law, whichever is later.”*

- **Section 8(g)**

- **after** “The LANDLORD's termination notice shall be accomplished by (1) sending a letter by first class mail, “  
→ **add/insert** “*cc'ing the SHA and the individual listed on the Supplement to Application for Federally Assisted Housing (Form HUD-92006), if any.*”

- **Section 8(h)**

- **after** “The LANDLORD may, with..” → **add/insert** “*the review of the SHA and*”

**Section 13:**

- **Section 13(d)**

- “Fall” **changed to:** “*Fail*”

**Section 14: delete:**

*“14. The TENANT is permitted to keep common household pets in his/her dwelling unit or in an independent living facility (subject to the provisions in 24 CFR Part 5, Subpart C) and the pet rules promulgated under 24 CFR 5.315). Project owners may limit the number of common household pets to one pet in each group home. (24 CFR 5.318(b)(ii)). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5, Subpart C, and applicable regulations and State or*

local law. These regulations include 24 CFR Part 247 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Project Rental Assistance Contract.

*Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant's or visitor's disability.*

*[Optional] The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.*

*If there is not State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR 5.363. (NOTE: Paragraph 14 does not apply to individual residents of 811 Group Homes.)*

#### Section 15:

- “15. The LANDLORD agrees to comply with the requirement of all applicable Federal, State, and local laws, including health, housing and building codes and to deliver and maintain the premises in safe, sanitary decent condition.”

**changed to:**

*“14. The LANDLORD agrees to comply with the requirement of all applicable Federal, State, and local laws, including health, housing and building codes and to deliver and maintain the premises in safe, sanitary decent condition.”*

#### Section 16:

- “16. The TENANT, by the execution of this Agreement, admits that the dwelling unit described herein has been inspected by him/her and meets with his/her approval. The TENANT acknowledges hereby that said premises have been satisfactorily completed and that the LANDLORD will not be required to repaint, replaster, or otherwise perform any other work, labor, or service which it has already performed for the TENANT. The TENANT admits that he/she has inspected the unit and found it to be in good and tenantable condition, and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear excepted.”

**changed to:**

*“15. The TENANT, by the execution of this Agreement, admits that the dwelling unit described herein has been inspected by him/her and meets with his/her approval. The TENANT acknowledges hereby that said premises have been satisfactorily completed and that the LANDLORD will not be required to repaint, replaster, or otherwise perform any other work, labor, or service which it has already performed for the TENANT. The TENANT admits that he/she has inspected the unit and found it to be in good and tenantable condition, and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear excepted.”*

#### Section 17:

- “17. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the LANDLORD in writing. The LANDLORD agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative

hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.”

**changed to:**

“16. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the LANDLORD in writing.”

• **add:**

“17. Reasonable Accommodations: The LANDLORD agrees to provide reasonable accommodation to an otherwise eligible tenant’s disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord’s program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.”

**Section 22:**

- “Tenant Income Verification: The TENANT must promptly provide the LANDLORD with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.”

**changed to:**

“Tenant Income Verification: The TENANT must promptly provide the LANDLORD with any information relating to the amount or verification of family income in accordance with HUD requirements.”

**Section 25:**

- **after** “d. Attachment No. 4 – Pet Rules” → **add** “(if any).”
- **add** “e. Owner’s Live-in Aide Addendum (if any).”

**Last Paragraph:**

- “Public reporting burden for this collection of information is estimated to average 1 hour 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. HUD 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 collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.”

**Changed to:**

“Public-reporting burden – HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the SHA for approval. The lease is a contract between the owner of the project and the tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the tenants.”

Signature of Senior Official or designee:	Date:	For OIRA Use _____ _____

\*\*This form cannot be used to extend an expiration date.  
OMB FORM 83-C

**PAPERWORK REDUCTION ACT  
CHANGE WORKSHEET**

<b>Agency/Subagency</b>  <b>U.S. Department of Housing and Urban Development</b> Office of Housing, Multifamily Headquarters, Assisted Housing Oversight		<b>OMB Control Numbers:</b>  2502-0608 <b>Exp. Date:</b> 03/31/2025
<i>If there are no changes in the categories below such as burden hours, respondents or record-keeping, please state N/A in the new column boxes.</i>		
<i>Enter only items that change</i>		
	<b>Current record</b>	<b>New record</b>
<b>Agency form number(s)</b> HUD-92237-PRA	Exhibit 9 (Part II of the Rental Assistance Contract)	See original document attached and modifications for the document listed below.
<b>Annual reporting and recordkeeping hour burden</b>		
Number of respondents		
Total annual responses	0	N/A
Percent of these responses collected electronically		
Total annual hours	0	N/A
Difference		
Explanation of difference		N/A
Program change		N/A
Adjustment		
<b>Annual reporting and recordkeeping cost burden (in thousands of dollars)</b>		
Total annualized Capital/Startup costs	0	0
Total annual costs (O&M)	0	0
Total annualized cost requested	0	0
Difference		0
Explanation of difference		
Program change		
Adjustment		

Other changes:\*\*

### Summary

HUD, Grants and New Funding Division, Assisting Housing Oversight, is requesting a non-substantial change request to update its current OMB 2502-0608 with minor revisions to language within the document titled **Part II of the Rental Assistance Contract for the Section 811 Property Rental Assistance for Persons with Disabilities grant program.**

There is no anticipated increase in burden hours, and there are no changes to the current associated documents in the information collection 2502-0608.

### Background

In the currently approved document, OMB 2502-0608, made effective 03/2022, HUD subsequently identified language needed for modification within Exhibit 9 (see attached). Please find attached the current approved document. Proposed changes are italicized below.

### Change Request

**YELLOW** → Items to be changed (from → to)

**RED** → Items to be deleted

**GREEN** → Items to be added

#### Header:

- “Section 811 Project Rental Assistance (PRA Demo) Demonstration” **changed to** “*Section 811 Project Rental Assistance (PRA)*”

#### Below header:

- “PRA Demo Project Number” **changed to** “*PRA Project Number*”
- “Section 8 Project Number (if applicable) **changed to** “*811 PRA Contract Number*”

#### Section 2.1:

- “2.1 **OWNER’S WARRANTIES**” **changed to** “*OWNER’S RESPONSIBILITIES AND OWNER’S WARRANTIES.*”
- “(a) **Legal Capacity.** The Owner warrants that it has the legal right to execute this Contract and to lease Assisted Units covered by this Contract.”

#### **changed to:**

“(a) *Owner Responsibilities. The owner is responsible for:*

(1) *Performing all management and rental functions for the contract units.*

(2) *Enforcing tenant obligations under the lease.*

(3) *Paying for utilities and housing services (unless paid by the family under the lease).*

(4) *Collecting from the tenant:*

(i) *Security Deposit, if applicable.*

(ii) *The tenant rent.*

(iii) *Any charge for unit damage by the family allowed by state and federal law.*”

- “(b) **Completion of Work.** The Owner warrants that the project as described in section 1.1 is Decent, Safe and Sanitary and that the Assisted Units comply with the terms and conditions of the Agreement to Enter into the Rental Assistance Contract. The Owner further warrants that it will remedy any defects or omissions covered by this warranty if called to its attention within 12 months of the effective date of this Contract.”

#### **changed to:**

“(b) *Owner Warranties*

(1) *Legal Capacity. The Owner warrants that it has the legal right to execute this Contract and to lease Assisted Units covered by this Contract.*

*(2) Completion of Work. The Owner warrants that the project as described in section 1.1 is Decent, Safe and Sanitary and, if applicable, that the Assisted Units comply with the terms and conditions of the Agreement to Enter into the Rental Assistance Contract.*

**Section 2.2:**

- **Subsection a** → “as contained in Exhibit 2 ...” **changed to:** “as contained in Exhibit 4”
- **Subsection b** → “The Grantee agrees to make Project Rental Assistance Payments...” **changed to:** “The Grantee agrees to make Rental Assistance Payments”

**Section 2.3:**

- “(a) **Maximum Annual Contract Commitment.** “The Grantee shall not make any Project Rental Assistance Payments excess of the amount identified in section 1.1(c) and Exhibit 1, Part I of the RAC, unless Grantee, at its discretion, approves Owner’s request to adjust the amount of Project Rental Assistance Payments in cases where the Project Rental Assistance Payments are inadequate to provide for reasonable operating costs for the Assisted Units.

The Grantee may reduce the amount identified in section 1.1(c) where there is a reduction in the number of Assisted Units, in the Contract Rents or pursuant to any other provision of this Contract.”

**changed to:**

*“(a) **Maximum Annual Contract Commitment.** “The Grantee shall not make any Rental Assistance Payments in excess of the amount identified in section 1.1(c) and Exhibit 1, Part I of the RAC, unless Grantee, at its discretion, approves Owner’s request to adjust the amount of Rental Assistance Payments in cases where the Rental Assistance Payments are inadequate to provide for reasonable operating costs for the Assisted Units.*

*The Grantee may reduce the amount identified in section 1.1(c) where there is a reduction in the number of Assisted Units, in the Contract Rents or pursuant to any other provision of this Contract.”*

**Section 2.4:**

- **Subsection a** → all iterations of “Project Rental Assistance Payments” **changed to:** “Rental Assistance Payments”
- **Subsection b** → “Project Rental Assistance Payments” **changed to:** “Rental Assistance Payments” **and delete** “~~and its marketing plan to eligible families and~~”
- **Subsection c** → “Project Rental Assistance Payments” **changed to:** “Rental Assistance Payments” **and delete** “~~and its marketing plan to eligible families~~”
- **Subsection d** → “Project Rental Assistance program” **changed to:** “Rental Assistance program”
- **Subsection e** → “Project Rental Assistance Payments” **changed to:** “Rental Assistance Payments”
- **Subsection f** → “(1) The Owner shall submit monthly requests to the Grantee or as directed by the Grantee for Project Rental Assistance Payments. Each request shall set forth: (i) the name of each Eligible Family and the address and/or number of the unit leased by the Eligible Family; (ii) the address and/or the number of each unit, if any, not leased to Families for which the Owner is claiming payments; (iii) the Contract Rent as set forth in Exhibit 1, Part I of the RAC for each unit for which the Owner is claiming payments; (iv) the amount of rent payable by the Eligible Family leasing the unit; and (v) the total amount of Project Rental Assistance Payments requested by the Owner.”

**changed to:**

*“(1) The Owner shall submit monthly requests to the Grantee or as directed by the Grantee for Rental Assistance Payments. Each request shall set forth: (i) the name of each Eligible Family and the address and/or number of the unit leased by the Eligible Family; (ii) the address and/or the number of each unit, if any, not leased to Families for which the Owner is claiming payments; (iii) the Contract Rent as set forth for each unit for which the Owner is*

claiming payments as listed in (1) Exhibit 1, Part I of the RAC for the initial year, and (2) the Grantee approved Rent Schedule (form HUD-92458) for subsequent years; (iv) the amount of rent payable by the Eligible Family leasing the unit; and (v) the total amount of Rental Assistance Payments requested by the Owner.”

- “(4) The Owner’s monthly requests for Project Rental Assistance Payments...” **changed to:** “(4) The Owner’s monthly requests for Rental Assistance Payments...”

#### Section 2.5:

- **Subsection b** → “(1) Prior to occupancy of any Assisted Unit by an Eligible Family, the Owner and the Eligible Family shall inspect the Assisted Unit and both shall certify, on a form prescribed or approved by the Grantee, that they have inspected the Assisted Unit and have determined it to be Decent, Safe, and Sanitary in accordance with the criteria provided in the form. The Owner shall keep a copy of this inspection and make part of the lease as an attachment to the lease.  
(2) The Grantee shall inspect or cause to be inspected the Assisted Units and related facilities at a frequency that conforms with other federal or state housing program requirements, but at least every 2 years and at such other times (including prior to initial occupancy and rerenting of any unit) as may be necessary to ensure that the Owner is meeting its obligation to maintain the units in Decent, Safe, and Sanitary condition including the provision of the agreed-upon utilities and other services. The Grantee shall take into account complaints by Eligible Family and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Eligible Family of its determination.

#### changed to:

“(1) Prior to occupancy of any Assisted Unit by an Eligible Family, the Eligible Family must be given the opportunity to be present for the move-in unit inspection. The inspection of the Assisted Unit would be completed by both the Owner and the Eligible Family and both shall certify, on a form prescribed or approved by the Grantee that they have inspected the Assisted Unit and have determined it to be Decent, Safe, and Sanitary condition in accordance with the criteria provided in the form. The Owner shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Family waives the right to this inspection, a form prescribed or approved by the Grantee would be signed by the Eligible Family indicating they have waived this right.

(2) The Owner shall perform unit inspections of the Assisted Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be replaced or repaired. This will ensure that the Owner is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

(3) In addition to annual Owner inspections described in 2.5(b)(2) above, a physical inspection pursuant to Uniform Physical Condition Standards (UPCS) must also be performed of the Assisted Units and related facilities at a frequency that conforms to the property’s other existing federal or state housing programs, but at least every 3 years, and at such other times as may be necessary. If multiple federal or state housing programs are layered at the property, the frequency of the physical inspection shall be determined by the most stringent UPCS standard, with a minimum of every 3 years.”

- **Subsection c** → “...Project Rental Assistance Payments” **changed to:** “...Rental Assistance Payments”
- **Subsection d** → “...Project Rental Assistance Payments” **changed to:** “...Rental Assistance Payments”
- **Subsection e** → “...HUD regulations and requirements in effect at the time of the determination” **changed to:** “...PRA Program requirements and HUD guidelines in effect at the time of the determination.”
- **Subsection f** → “The Owner agrees to maintain the project Assisted Units and related facilities in compliance with the following accessibility requirements: HUD Uniform Physical Condition Standards at 24 CFR 5.703, the Uniform Federal Accessibility Standards at 24 CFR 40.7, section 504 of the Rehabilitation Act of 1973 as implemented by 24 CFR part 8, the design and construction requirements of the Fair Housing Act and HUD’s implementing regulations at 24 CFR part 100.”

#### changed to:

“The Owner agrees to maintain the Assisted Units and related facilities in compliance with the following accessibility requirements as applicable at the time of construction or rehabilitation: The Uniform Federal Accessibility Standards at



24 CFR 40.7, section 504 of the Rehabilitation Act of 1973 as implemented by 24 CFR part 8, the design and construction requirements of the Fair Housing Act and HUD's implementing regulations at 24 CFR part 100."

#### Section 2.6:

- "(a) **Submission of Financial and Operating Statements.**

The Owner must submit to the Grantee:

(1) Within 60 days after the end of each fiscal year of project operations, financial statements for the project audited by an independent public accountant and in the form required by Grantee; and

(2) Statements as to project operation, financial conditions and occupancy as Grantee may require pertinent to administration of the Contract and monitoring of project operations.

**changed to:**

"The Grantee is required to submit to HUD audited annual financial statements that comply with the requirements of OMB Circular A-133. The Grantee shall establish control measures with the Owner to meet the Grantee's financial requirements. The Owner agrees to the Grantee's control measures."

#### Section 2.7:

- Add "**UTILITY ALLOWANCE**" After "**RENT ADJUSTMENTS**" in the sub-header.
- **Subsection a** → "(a) With respect to the initial rents, Grantee and Owner agrees that in no circumstance may the initial RAC rent level exceed the applicable Section 8 Small Area Fair Market Rent or Fair Market Rent (FMR) level as determined by HUD, unless such rent level is substantiated by a market study that has been prepared in accordance with the requirements of a state housing agency or of Chapter 9 of HUD's Section 8 Renewal Guide. In cases where the initial RAC rent level exceeds applicable Section 8 Small Area Fair Market Rent or Fair Market Rent, Exhibit 1 shall identify how the initial rent settings were determined, as approved by HUD."

**changed to:**

"(a) With respect to the initial rents, Grantee and Owner agrees that in no circumstance may the initial RAC rent level exceed the applicable Section 8 Fair Market Rent (FMR) level as determined by HUD, unless such rent level is substantiated by a market study that has been prepared in accordance with the requirements of a state housing agency, Chapter 9 of HUD's Section 8 Renewal Guide or as approved by HUD. In cases where the initial RAC rent level exceeds Fair Market Rent, Exhibit 1 shall identify how the initial rent settings were determined, as approved by HUD."

- **Subsection b** → "(2) Upon request from the Owner to the Grantee, Contract Rents will be adjusted on the anniversary date of the Contract in accordance with this Contract."

**changed to:**

"(2) Upon request from the Owner to the Grantee, Contract Rents will be adjusted on the anniversary date of the Contract in accordance with this Contract. Within the first year of the Contract and with approval from HUD, the Owner may request to align their Contract anniversary date with the existing federal or state housing programs layered at the property."

- **Subsection c** → "Project Rental Assistance Payments..." **changed to:** "**Rental Assistance Payments**..."
- **Subsection d** → "...material differences between the rents charged for Assisted Units and comparable unassisted units, as determined by Grantee; except to the extent that the differences existed with respect to the Contract Rents set at Contract execution."

**changed to:**

"...**higher rents charged for Assisted Units as compared to the unassisted units, as determined by Grantee.**"

- **Subsection e** → "...an Exhibit by a dated addendum to the Exhibit 1, Part I of the RAC establishing the effective date of the adjustment." **changed to:** "...**a Rental Schedule (form HUD-92458) establishing the effective date of the adjustment.**"

- add the following subsection:

***(f) Utility Allowance.***

- *If there is a utility allowance, the utility analysis methodology shall be reviewed and if needed adjusted annually based on [CHECK ONE BOX ONLY AND ATTACH UTILITY POLICY IN EXHIBIT 2]*

*HUD Multifamily Housing Policy*

*Public Housing Authority Policy*

*Rural Housing Services (RHS) Policy*

*State or Local Housing Agency*

*Other means as may be approved by HUD, and as further described in Exhibit 2"*

**Section 2.8:**

- Delete "**MARKETING AND**" in the sub-header.
- **Subsection b** → "The Owner agrees to comply with applicable HUD PRA Demo regulations or any successor regulation and other requirements regarding security deposits and to comply with all State and local law."

**changed to:**

*"(1) The Owner may collect a security deposit from the family.*

*(2) The Owner must comply with HUD Security Deposit requirements, which may change from time to time, regarding security deposits from a tenant.*

*(3) When the family moves out of the contract unit, the Owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The Owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner must promptly refund the full amount of the balance to the family.*

*(4) If security deposit is not sufficient to cover amounts the family owes under the lease, the Owner may seek to collect the balance from the tenant."*

- **Subsection c** →

- "(1) The Owner shall be responsible for the selection of Eligible Families from among those referred to the Owner who have been determined to be eligible for community-based long, long-term services as provided through Medicaid waivers, Medicaid state plan options, state funded services or other appropriate services related to the type of disability targeted under the Inter-Agency Partnership Agreement. Additionally, Owner shall be responsible for the determination of income eligibility of applicants, computation of the amount of Project Rental Assistance Payments on behalf of each selected Eligible Family and of total Eligible Family contributions and recordkeeping in accordance with applicable HUD regulations and requirements."

**changed to:**

*"(1) The Owner shall be responsible for the screening of Eligible Families in accordance with a grantee-approved tenant selection plan, from among those referred to the Owner by the Grantee or their designee. Additionally, Owner shall be responsible for the determination of income eligibility of applicants, computation of the amount of Rental Assistance Payments on behalf of each selected Eligible Family and of total Eligible Family contributions and recordkeeping in accordance with applicable HUD regulations and requirements."*

- **add** “*The Owner must inform the Grantee or their designee of a vacancy and hold the unit open for a reasonable period of time. If no Eligible Tenants are identified within a reasonable period of time, as determined by the Grantee, the Owner may lease the unit to families which are not eligible for the PRA Program; this household is not entitled to the benefit of the rental assistance. If the number of occupied PRA Assisted Units at the property falls below the Total Number of Assisted Units listed in Exhibit 1 of Part I of the RAC, the Owner will designate the next available appropriate unit as an Assisted Unit until the total number of occupied PRA Assisted Units meets the Total Number of Assisted Units listed in Exhibit 1 or Part I of the RAC.*” after “(3) The Owner must lease Assisted Units only to Eligible Families.”
- “(5) (i) The Owner shall make a reexamination of Eligible Family income, composition, and the extent of medical or other unusual expenses incurred by the Eligible Family at least annually, and appropriate redeterminations shall be made by the Owner of the amount of Eligible Family contribution and the amount of Project Rental Assistance Payment, in accordance with applicable HUD regulations and requirements. (ii) If an Eligible Family reports a change in income or other circumstances that would result in a decrease of total Eligible Family contribution between regularly scheduled reexaminations, the Owner, upon receipt of verification of the change, must promptly make appropriate adjustments in the total Eligible Family contribution. The Owner may require in its lease that Families report increases in income or other changes between scheduled reexaminations. (iii) An Eligible Family's eligibility for Project Rental Assistance Payments continues until the total Eligible Family contribution equals the total housing expense for the unit it occupies. The termination of availability at this point will not affect the Eligible Family's other rights under the lease nor preclude resumption of payments as a result of later changes in income or other circumstances during the term of this Contract.

**changed to:**

*“(5) (i) The Owner shall make a reexamination of Eligible Family income, composition, and the extent of medical or other unusual expenses incurred by the Eligible Family at least annually, and appropriate redeterminations shall be made by the Owner of the amount of Eligible Family contribution and the amount of Rental Assistance Payment, in accordance with applicable HUD regulations and requirements. (ii) If an Eligible Family reports a change in income or other circumstances that would result in a decrease/increase of total Eligible Family contribution between regularly scheduled reexaminations, the Owner, upon receipt of verification of the change, must promptly make appropriate adjustments in the total Eligible Family contribution. (iii) An Eligible Family's eligibility for Rental Assistance Payments continues until the total Eligible Family contribution equals the total housing expense for the unit it occupies. The termination of availability at this point will not affect the Eligible Family's other rights under the lease nor preclude resumption of payments as a result of later changes in income or other circumstances during the term of this Contract.”*

- “(6) The Owner shall maintain as confidential all information relating to PRA Demo applicants and Assisted Families, the disclosure of which would constitute an unwarranted invasion of personal privacy.”

**changed to:**

*“(6) The Owner shall maintain as confidential all information relating to PRA applicants and Eligible Families, the disclosure of which would constitute an unwarranted invasion of personal privacy.”*

- **Subsection f** → all iterations of “Project Rental Assistance Payments” **changed to:** “*Rental Assistance Payments*”

**Section 2.9:**

- **“Termination of Tenancy or PRA Demo Rental Assistance by the Owner.”**

**changed to:**

**“TERMINATION OF TENANCY OR PRA RENTAL ASSISTANCE BY THE OWNER.”**

- "...all HUD regulations..." **changed to:** "...all applicable HUD regulations..."

**Section 2.10:**

- **Subsection c** → "...Project Rental Assistance Payments Program..." **changed to:** "...Rental Assistance Payments Program..."
- **Subsection d** → delete "(1)" | delete "and (2) shall cause to be incorporated into all contracts executed in connection with this project a provision requiring compliance with rules and regulations issued pursuant to section 504."
- **Subsection e** → delete "The Owner will incorporate the foregoing requirements of this paragraph in all of its contracts for project work, except contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for project work"
- **Subsection f** → delete subsection f:  
 "(f) Age Discrimination Act of 1975. The Owner shall comply with any rules and regulations issued or adopted by HUD under the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs and activities receiving Federal financial assistance."

**Section 2.12:**

- "The Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less."

**changed to:**

"Flood insurance is required in areas designated by FEMA's Flood Insurance Rate Maps as the 100-year floodplain. If Flood insurance is required, the Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance under the National Insurance Program in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less. "

**Section 2.14:**

- "Project Rental Assistance Payments" **changed to:** "Rental Assistance Payments"

**Section 2.15:**

- "(a) Any dispute concerning a question of fact arising under this Contract which cannot be resolved by the Grantee and the Owner may be submitted by either party to the HUD, which will promptly make a decision and furnish a written copy to the Owner and the Grantee."

**changed to:**

"(a) Grantee's determinations with respect to the Assisted Units which are consistent with this Agreement and any applicable HUD requirements will generally not be overturned by HUD. Grantee and Owner are encouraged to resolve disputes through negotiations and mediation, if necessary. However, in the event a dispute may lead to potential default by either party resulting from an ambiguity under this Agreement, the Grantee and the Owner may submit to HUD a request for clarification of the contract term(s) or utilize an alternative dispute resolution process agreed to by both parties and implemented consistent with this section of the RAC. Grantee and the Owner shall explain in writing the underlying facts and the contract term(s) in dispute. HUD shall review the inquiry and: (i) agree that a contract term ambiguity exists and make a final determination on the matter; or (ii) conclude no contract term ambiguity exists or conclude the dispute is outside the scope of HUD review and make no determination as to the issue(s) presented."

- "(b) The decision of the HUD" **changed to:** "The decision of HUD"

#### Section 2.16:

- **Subsection a** → delete all iterations of “**Demo**”
- **Subsection b** → delete all iterations of “**Demo**”
- **Subsection d** → “(d) The Owner shall insert in all contracts, subcontracts, and arrangements entered into in connection with the project or any property included or planned to be included in the project, and shall require its contractors and subcontractors to insert in each of the subcontracts, the provisions of paragraphs (a) through (d).”

#### changed to:

“(d) *The provisions of paragraphs (a) through (d) of this section shall not apply to a utility service if the rates are fixed or controlled by a governmental agency.*”

- There will no longer be a subsection “**e**”

#### Section 2.18

- **Subsection a** → add “**which shall not be unreasonably withheld**” after “...Grantee.”
- **Subsection c** → “...Project Rental Assistance Payments...” changed to: “**...Rental Assistance Payments...**”
  - delete “**(5) The Owner prepays the mortgage.**”

#### Section 2.19

- **Subsection b** →
  - delete “; or”  
“(iii) *For projects with mortgages insured by HUD or loans made by HUD, the Owner has violated or failed to comply with the regulations for the applicable insurance or loan program, with the insured mortgage, or with the regulatory agreement; or the Owner has filed any false statement or misrepresentation with HUD in connection with the mortgage insurance or loan.*”
  - “(2) Grantee Determination of Default. Upon a determination by the Grantee that a default has occurred, the Grantee shall notify the Owner, with a copy to HUD, of
    - (i) The nature of the default,
    - (ii) The actions required to be taken and the remedies to be applied on account of the default (including actions by the Owner and/or the lender to cure the default), and
    - (iii) The time within which the Owner and/or the lender shall respond with a showing that all the required actions have been taken.
    - (iv) If the Owner fails to respond or take action to the satisfaction of the Grantee, the Grantee shall have the right to take corrective action to achieve compliance, in accordance with paragraph (b)(3) or to terminate this Contract with HUD approval, in whole or in part, or to take other corrective action to achieve compliance in its discretion, or as directed by HUD.”

#### changed to:

“(2) Grantee Determination of Default. Upon a determination by the Grantee that a default has occurred, the Grantee shall notify the Owner of;

(i) *The nature of the default,*

(ii) *The actions required to be taken and the remedies to be applied on account of the default (including actions by the Owner to cure the default), and*

(iii) *The time within which the Owner shall respond with a showing that all the required actions have been taken.*

*If the Owner fails to respond or take action to the satisfaction of the Grantee, the Grantee shall have the right to take corrective action to achieve compliance, in accordance with paragraph (b)(3) or to take other corrective action to achieve compliance in its discretion, or as directed by HUD.*”

- “(3) Corrective Actions. Pursuant to paragraph (b)(2) of this section the Grantee, in its discretion or as directed by HUD, may take the following corrective actions:
  - (i) Bring any action necessary to enforce any obligations of the Owner growing out of the project operation, and operate the project in accordance with the terms of this Contract until such time as HUD determines that the Owner is again in a position to operate the project in accordance with this Contract. If the Grantee takes possession, Project Rental Assistance Payments shall continue in accordance with the Contract.
  - (ii) Collect all rents and charges in connection with the operation of the project and use these funds to pay the necessary expenses of preserving the property.
  - (iii) Apply to any court, State or Federal, for specific performance of this Contract, for an injunction against any violation of the Contract, for the appointment of a receiver to take over and operate the project in accordance with the Contract, or for such other relief as may be appropriate.
  - (iv) Reduce or suspend Project Rental Assistance Payments.
  - (v) Recover any overpayments.”

**changed to:**

- “(3) Corrective Actions. Pursuant to paragraph (b)(2) of this section the Grantee, in its discretion may take the following corrective actions:
  - (i) Bring any action necessary to enforce any obligations of the Owner growing out of the project operation.
  - (ii) Apply to any court, State or Federal, for specific performance of this Contract, for an injunction against any violation of the Contract for such other relief as may be appropriate.
  - (iii) Reduce or suspend Rental Assistance Payments.
  - (iv) Recover any overpayments.”
- “(4) HUD Rights.
  - (i) Notwithstanding any other provisions of this Contract, in the event HUD determines that the Owner is in default of its obligations under the Contract, HUD shall have the right, after notice to the Owner, the trustee, if any, and the Grantee giving them a reasonable opportunity to take corrective action, to proceed in accordance with paragraph (b)(3).

**changed to:**

- “(4) HUD Rights.
- “(i) Notwithstanding any other provisions of this Contract, in the event HUD determines that the Owner is in default of its obligations under the Contract, HUD shall notify Grantee, who shall take action on behalf of HUD. In the event that the Grantee does not take appropriate action as determined by HUD, HUD shall have the right, after notice to the Owner, the trustee, if any, and the Grantee giving them a reasonable opportunity to take corrective action, to proceed in accordance with paragraph (b)(3).”

**Add a new section (2.20):**

- **add:**
  - “2.20 LEGAL RELATIONSHIP**
  - The Owner is not the agent of HUD. The RAC contract does not create or affect any relationship between HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with the implementation of the RAC contract.”**

**Last page:**

- “Exhibit 2: Explanation of Rent Adjustments, where applicable.”

**changed to:**

“*Exhibit 2: Explanation of Rent Adjustments and/or attachment of Utility Allowance Policy Under Section 2.7, where applicable.*”

If you have questions regarding this request, please let us know.

Signature of Senior Official or designee:

Date:

For OIRA Use

\_\_\_\_\_

\_\_\_\_\_

\*\*This form cannot be used to extend an expiration date.

## PAPERWORK REDUCTION ACT CHANGE WORKSHEET

<b>Agency/Subagency</b>  <b>U.S. Department of Housing and Urban Development</b> Office of Housing, Multifamily Headquarters, Assisted Housing Oversight		<b>OMB Control Numbers:</b>  2502-0608 <b>Exp. Date:</b> 03/31/2025
<i>If there are no changes in the categories below such as burden hours, respondents or record-keeping, please state N/A in the new column boxes.</i> Enter only items that change		
		<b>Current record</b>
		<b>New record</b>
<b>Agency form number(s)</b> HUD-92238-PRA	Exhibit 10 (USE AGREEMENT)	See original document attached and modifications for the document listed below.
<b>Annual reporting and recordkeeping hour burden</b>		
Number of respondents		
Total annual responses	0	N/A
Percent of these responses collected electronically		
Total annual hours	0	N/A
Difference		
Explanation of difference		N/A
Program change		N/A
Adjustment		
<b>Annual reporting and recordkeeping cost burden (in thousands of dollars)</b>		
Total annualized Capital/Startup costs	0	0
Total annual costs (O&M)	0	0
Total annualized cost requested	0	0
Difference		0
Explanation of difference		
Program change		
Adjustment		



Other changes:\*\*

### Summary

HUD, Grants and New Funding Division, Assisting Housing Oversight, is requesting a non-substantial change request to update its current OMB 2502-0608 with minor revisions to language within the document titled **USE AGREEMENT for the Section 811 Property Rental Assistance for Persons with Disabilities grant program**.

There is no anticipated increase in burden hours, and there are no changes to the current associated documents in the information collection 2502-0608.

### Background

In the currently approved document, OMB 2502-0608, made effective 03/2022, HUD subsequently identified language needed for modification within Exhibit 10 (see attached). Please find attached the current approved document. Proposed changes are italicized below.

### Change Request

**YELLOW** → Items to be changed (from → to)

**RED** → Items to be deleted

**GREEN** → Items to be added

### Title:

- “For Projects Assisted Under the Section 811 Project Rental Assistance Demonstration Program.” **changed to:** “*For Projects Assisted Under the Section 811 Project Rental Assistance Program*”

### Body (Witnessed Section):

- “WHEREAS, HUD is directed, pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended by the Frank Melville Supportive Housing Investment Act of 2010, Public Law 111 – 374, to establish the Section 811 Project Rental Assistance Demonstration Program (“PRA Demo”) to provide project-based rental assistance to persons with disabilities at eligible multifamily projects; and”

#### **changed to:**

*“WHEREAS, HUD is directed, pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended by the Frank Melville Supportive Housing Investment Act of 2010, Public Law 111 – 374, to establish the Section 811 Project Rental Assistance Program (“PRA”) to provide rental assistance to persons with disabilities at eligible multifamily projects; and”*

- “WHEREAS, in consideration of the Grantee promise to provide HUD funding to Owner, in accordance with HUD requirements related to the PRA Demo, or any successor program, Owner agrees to implement this Use Agreement.”

#### **changed to:**

*“WHEREAS, in consideration of the Grantee promise to provide HUD funding to Owner, for the property known as \_\_\_\_\_, located in \_\_\_\_\_ (City, State), more particularly described in the RAC or in a separate development legal description attached as an Exhibit to the Use Agreement, in accordance with HUD requirements related to the PRA, or any successor program, Owner agrees to implement this Use Agreement.”*

- “Owner, for itself, its successors and assigns, covenants with the Grantee that the Owner will operate a predetermined number of Assisted Units in the Owner’s project in accordance with the Rental Assistance Contract, HUD PRA Demo requirements, including but not limited to any applicable HUD regulatory, administrative, and contractual requirements, for not less than the thirty years from the date of the Use Agreement. Accordingly, this Use Agreement shall remain in effect until \_\_\_\_\_ [insert expiration date];”

#### **changed to:**

*“Owner, for itself, its successors and assigns, covenants with the Grantee that the Owner will operate a predetermined number of Assisted Units in the Owner’s project in accordance with the Section 811 Rental Assistance Program, Rental Assistance Contract (RAC), HUD PRA requirements, including but not limited to any applicable HUD regulatory, administrative, and contractual requirements, for not less than the thirty years from the date of the Use Agreement. Accordingly, this Use Agreement shall remain in effect until \_\_\_\_\_ [insert*

expiration date]; or until such time as the number of Assisted Units in the RAC has been reduced to zero, as approved by the Grantee.”

- “Subject to the availability of appropriations and so long as Owner is in compliance with all HUD requirements, including but not limited to this Use Agreement, the Grantee shall provide to the Owner Project Rental Assistance Payments for the operating costs of the units assisted by section 811 of NAHA (Assisted Units). If Congress fails to appropriate funds adequate to meet the financial needs of the Assisted Units, HUD will not require the Owner to enforce the Use Agreement.”

**changed to:**

“Subject to the availability of appropriations and so long as Owner is in compliance with all HUD requirements, including but not limited to this Use Agreement, the Grantee shall provide to the Owner Rental Assistance Payments for units assisted by Section 811 of NAHA (Assisted Units). If Congress fails to appropriate funds adequate to meet the financial needs of the Assisted Units, HUD will not require the Grantee to enforce the Use Agreement covered under a RAC. Under such a circumstance, HUD will allow Grantee to continue to enforce or terminate the Use Agreement at the Grantee’s discretion.”

- “In the event of a breach or a threatened breach of any of the above covenants and agreements by the Owner, HUD and/or any tenant as a third-party beneficiary shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which violate such covenants and agreements. HUD and/or any tenant as a third-party beneficiary may also seek an award of damages and/or other relief as may be appropriate.”

**changed to:**

“In the event of a breach or a threatened breach of any of the above covenants and agreements by the Owner, Grantee or HUD shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which violate such covenants and agreements. HUD may also seek an award of damages and/or other relief as may be appropriate.”

**delete:**

“Owner shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR Part 245, or any successor regulations of Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.”

- “With respect to the eligibility requirements for the Assisted Units, Owner will only admit extremely low-income persons with disabilities and extremely low-income households that include at least one person with a disability. Owner shall adopt the definition of “person with disabilities” as defined under Section 811 of the Cranston-Gonzalez National Affordable Housing Act, as amended. Owner shall adopt the definition of “extremely low-income” as defined by HUD’s PRA Demo, or successor program. Owner will comply with all other PRA Demo, or successor program requirements as promulgated by HUD.”

**changed to:**

“With respect to the eligibility requirements for the Assisted Units, Owner will.”

- “With respect to Assisted and non-Assisted Units, Owner will comply with the provisions of any Federal...” → **delete** “and non-Assisted...”

- “The rent charged for Assisted Units shall not exceed the upper limit of the range shown for such type of unit on a rental

schedule approved in writing by HUD, and shall include the reasonable use of all utilities shown on said schedule, but in no event shall the total gross monthly rents for all Assisted Units exceed the gross monthly dwelling income for all units approved by Grantee on the rental schedule.”

**changed to:**

*“The rent charged for Assisted Units shall not exceed the upper limit of the range shown for such type of unit on a rental schedule approved in writing by Grantee, and shall include the reasonable use of all utilities (if applicable) shown on the rental schedule. Notwithstanding any other provision of this Agreement, adjustments after Contract execution shall not result in higher rents charged for Assisted Units as compared to the non-Assisted Units, as determined by Grantee.”*

- “Any requests for rent adjustments to the Grantee by the Owner shall be consistent with the requirements of the Rental Assistance Contract and all other PRA Demo or successor program requirements.” → **delete** “Demo”
- “The books and accounts of the operations of the property shall be kept in accordance with the relevant HUD requirements related to the PRA Demo, or any successor program.” → **delete** “Demo”
- **delete:**  
*“Within ninety (90) days following the end of each fiscal year, Owner shall provide a complete annual financial report based upon an examination of the books and records of the project prepared in accordance with the requirements of Grantee and certified by a Certified Public Accountant, or other person acceptable to HUD.”*
- “Owner further covenants and agrees that if Owner conveys title to the project prior to the Use Agreement’s expiration, Owner will prior to transfer of title: (1) confirm the purchaser has been approved by Grantee and (2) require the purchaser to assume the obligations of this Use Agreement; (3) ensure purchaser will operate the project in such a way that it will remain an “Eligible Project” pursuant to 42 U.S.C 8013(b)(3)(C).”

**changed to:**

*“Owner further covenants and agrees that if Owner conveys title to the project prior to the Use Agreement’s expiration, Owner will prior to transfer of title: (1) confirm the purchaser has been approved by Grantee; the Grantee will ensure the purchaser will operate the project in such a way that it will remain an “Eligible Project” pursuant to 42 U.S.C. 8013(b)(3)(C) and (2) require the purchaser to assume the obligations of this Use Agreement and the Rental Assistance Contract.”*

- “Owner shall provide to Grantee or HUD (or to such third party as HUD may, in its sole discretion, determine to have the monitoring function under this Agreement), promptly following receipt of a written request from HUD (or from such third party), copies of all business or any other documents regarding the Housing Project, so that Grantee or HUD may evaluate Owner’s compliance with the terms of this Agreement. In addition, Owner shall permit Grantee or representatives of HUD (or any third party given the monitoring responsibility) following notice from Grantee or HUD (or from the third party given the monitoring responsibility), to examine the originals of all such documents, at the Project’s office during regular business hours.”

**changed to:**

*“Owner shall provide to Grantee or HUD promptly following receipt of a written request from HUD, copies of all business or any other documents regarding the Housing Project, so that Grantee or HUD may evaluate Owner’s compliance with the terms of this Agreement. In addition, Owner shall permit Grantee or HUD following notice from Grantee or HUD, to examine the originals of all such documents, at the Project’s office during regular business hours.”*

- “Owner must certify annually by \_\_\_\_\_ of each year (insert date within 30 calendar days of the anniversary date of this Agreement), to the Grantee that it is operating the Project in compliance with this Agreement and, more specifically, that all of the individual units, as well as the physical structure of the project as a whole, for example grounds and equipment, comply with all applicable codes and requirement of this Agreement or that a remedial program to correct any existing deficiencies has been implemented.”

**changed to:**

“Owner must certify annually by \_\_\_\_\_ of each year (insert date within 30 calendar days of the anniversary date of this Agreement or insert date that will align with other program reporting requirements), to the Grantee that it is operating the Project in compliance with this Agreement and, more specifically, that all Assisted Units and non-Assisted Units, as well as the physical structure of the project as a whole, for example grounds and equipment, comply with all applicable codes and requirements of this Agreement or that a remedial program to correct any existing deficiencies has been implemented.”

- “In witness whereof, the parties hereto have hereunto caused these presents to be executed on their behalf and their seals affixed the day and year written below.” → **delete:** “~~hereunto~~”
- **delete the below signature line:**

**BY**

\_\_\_\_\_  
*(Authorized Agent)*

Signature of Senior Official or designee:

Date:

For OIRA Use

\_\_\_\_\_  
\_\_\_\_\_

\*\*This form cannot be used to extend an expiration date.  
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