

## Narrative of Changes Table

*The purpose of the Narrative of Changes Table is to demonstrate changes to a collection since the previous approval.*

**Collection Title:** Direct Housing Assistance Forms

**OMB Control No.:** 1660-0138

**Current Expiration Date:** 12/31/2021

**Collection Instrument(s):** 009-0-135: Direct Temporary Housing Assistance Temporary Housing Agreement

Location	Current version	Proposed Revision	Justification
<b>Page 1 – Form Title</b>	DIRECT TEMPORARY HOUSING ASSISTANCE- <b>MULTI-FAMILY LEASE AND REPAIR PROGRAM</b> TEMPORARY HOUSING AGREEMENT	DIRECT TEMPORARY HOUSING ASSISTANCE TEMPORARY HOUSING AGREEMENT	Condensing form name for clarity and updated terminology.
<b>Page 1 – Privacy Act Statement – PRINCIPLE PURPOSE(S)</b>	This information is being collected for the primary purpose of advising FEMA Individual Assistance applicants of the requirements to occupy temporary housing units, and of the requirements for final sales of the unit if FEMA offers a sale program for its temporary housing units as part of its direct housing program under a Presidentially-declared disaster.	This information is being collected for the primary purpose of <b>notifying eligible applicants of the requirements for occupying a Temporary Housing Unit (THU) and potential fees as part of direct temporary housing assistance under a Presidentially-declared disaster.</b>	Updated the purpose to be specific to this form.
<b>Page 1 – Privacy Act Statement – DISCLOSURE</b>	The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving the requested disaster-related temporary housing assistance.	The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the <b>applicant</b> from receiving the requested disaster-related temporary housing assistance.	At this stage in direct housing, we refer to survivors as applicants.
<b>Page 1 – FEMA REG # field</b>	FEMA Application #:	FEMA <b>Registration</b> #:	Incorrect usage; replaced with correct usage.
<b>Page 1 – Location field</b>	Location (State/County):	<b>Remove box</b>	Location of property is duplicative.
<b>Page 1 – FEMA Address of Property field</b>	Address of Property:	<b>THU Address</b>	Address of property is duplicative.

<p><b>Page 1 – Acknowledgement Statement</b></p>	<p>I acknowledge that FEMA is permitting me, as the Licensee, to use the above manufactured housing unit for direct temporary housing because: the President has declared a major disaster or emergency for my state, tribe, or territory and direct temporary housing assistance is authorized in my county/parish; I am not able to live in my household's pre-disaster primary residence or obtain adequate alternate housing through no fault of my own due to this event; and FEMA has determined my household to be eligible for direct temporary housing assistance under Section 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5174(c)(1)(B) and FEMA regulations at 44 C.F.R. §§ 206.110-118. If not revoked earlier, this license will automatically expire 18 months from the date of the President's declaration of a major disaster or emergency or at the end of any extension to the 18-month period of assistance granted under 42 U.S.C. § 5174(c)(1)(B)(iii).</p> <p>I acknowledge receiving keys to the above-described unit for use as temporary housing for my household's use only.</p> <p>Initials of Applicant _____</p>	<p>I acknowledge that FEMA is permitting me, as the Licensee, to use the above THU for direct temporary housing because: the President has declared a major disaster or emergency for my state, tribe, or territory and direct temporary housing assistance is authorized in my county/jurisdiction; I am not able to live in my household's pre-disaster primary residence or obtain adequate alternate housing through no fault of my own due to this event; and FEMA has determined my household to be eligible for direct temporary housing assistance under Section 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5174(c)(1)(B) and FEMA regulations at 44 C.F.R. §§ 206.110-118. If not revoked earlier, this license will automatically expire 18 months from the date of the President's declaration of a major disaster or emergency or at the end of any extension to the 18-month period of assistance granted under 42 U.S.C. § 5174(c)(1)(B)(iii).</p> <p>I acknowledge receiving keys to the above-described THU for use as temporary housing for my household only.</p> <p>Initials of Applicant _____</p>	<p>Updated acknowledgement in coordination with Program OCC and updated terminology.</p>
<p><b>Page 2 – AGREEMENT OF TERMS AND FEMA REGULATIONS &amp; POLICIES</b></p>	<p>FEMA has entered into a contract with _____ (hereinafter "Landlord") to provide temporary housing assistance to displaced disaster Applicants under the Multi-Family Lease and Repair (MLR) and as authorized under Sections 408(c)</p>	<p>FEMA has entered into a contract with _____ (hereinafter "Landlord") to provide temporary housing assistance to displaced disaster Applicants through Multi-Family Lease and Repair (MLR) or Direct Lease, as authorized under Sections 408(c)(1)(B)(ii) and 502(a)(6) of the Robert T.</p>	<p>Terminology adjusted</p>

	(1)(B)(ii) and 502(a)(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). FEMA is providing the unit as a discretionary benefit under 42 U.S.C. § 5174 and 44 C.F.R. §§ 206.110-118. As a condition of occupancy, the Applicant is required to execute this Agreement for occupancy and a landlord-tenant Lease (hereinafter “Lease”) with the landlord along with the required FEMA lease addendum.	Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). FEMA is providing the <b>THU</b> as a discretionary benefit under 42 U.S.C. § 5174 and 44 C.F.R. §§ 206.110-118. As a condition of occupancy, the Applicant is required to execute this <b>Temporary Housing Agreement</b> and a landlord-tenant Lease (hereinafter “Lease”) with the landlord.	
<b>Page 2 – Paragraph 1.c.d. TERM OF OCCUPANCY</b>	c. a determination by FEMA that the Applicant is no longer eligible for MLR; d. the MRL program period of assistance ends, unless extended. Current period of assistance ends on _____	c. a determination by FEMA that the Applicant is no longer eligible; d. the period of assistance ends, unless extended. The current period of assistance ends on _____	Streamlined language to be concise.
<b>Page 2 – Paragraph 2. HOUSEHOLD MEMBERS</b>	The Applicant may not permit other persons to live in the unit not named in this agreement without FEMA approval.	The Applicant may not permit other persons to live in the <b>THU</b> unit not named in this agreement without FEMA approval.	Terminology adjusted
<b>Page 2 – Paragraph 3. APPLICANT COMPLIANCE</b>	Maintaining this Agreement to use the unit is based on the Applicant remaining eligible for continued FEMA temporary housing assistance and complying with the terms of this agreement, and any other rules provided and incorporated in this agreement.	Maintaining this Agreement to use the <b>THU</b> is based on the Applicant remaining eligible for continued <b>direct temporary</b> housing assistance and complying with the terms of this agreement, and any other rules provided and incorporated in this agreement.	Terminology adjusted
<b>Page 2 – Paragraph 4. FEMA CONTINUING ELIGIBILITY REQUIREMENTS</b>	FEMA requires all recipients of temporary housing assistance to provide documentation showing that they are making diligent efforts to obtain permanent housing and to obey all applicable Federal, State, and local laws while occupying temporary housing units provided by FEMA. FEMA requires the Applicant to establish and work towards a	FEMA requires all recipients of <b>direct</b> temporary housing assistance to provide documentation showing that they are making diligent efforts to obtain permanent housing and to obey all applicable Federal, State, and local laws while occupying temporary housing units provided by FEMA. FEMA requires the Applicant to establish and work towards a realistic permanent	Terminology adjusted

	<p>realistic permanent housing plan and comply with any landlord-tenant rules for the unit. Eligibility requirements for and regulations governing temporary housing assistance are set forth at 44 C.F.R. §§ 206.110-118. If FEMA determines these requirements have not been met, the agreement to occupy the unit will be revoked and a written Notice of Revocation will be issued requiring the Applicant's household to vacate the unit, remove all personal property, and return the unit's keys to the Owner no later than the date established in the Notice of Revocation.</p>	<p>housing plan and comply with any landlord-tenant rules for the unit. Eligibility requirements for and regulations governing <b>direct</b> temporary housing assistance are set forth at 44 C.F.R. §§ 206.110-118. If FEMA determines these requirements have not been met, the agreement to occupy the <b>THU</b> will be revoked and a written Notice of Revocation will be issued requiring the Applicant's household to vacate the <b>THU</b>, remove all personal property, and return the <b>THU</b> keys to the Owner no later than the date established in the Notice of Revocation.</p>	
<p><b>Page 2 – Paragraph 5. APPLICANT DUTY TO OBTAIN/ACCEPT ALTERNATE HOUSING</b></p>	<p>FEMA requires all recipients of temporary housing assistance to obtain and occupy adequate alternate housing at the earliest possible time. The Applicant will establish a permanent housing plan and make every effort to obtain permanent housing for the Applicant's household as soon as possible. If FEMA determines that adequate alternate housing is available, the Applicant will obtain alternate housing and vacate the unit as soon as possible. Refusal to accept adequate alternate housing resources offered by FEMA can result in revocation of this agreement to occupy the unit. If FEMA determines that the Applicant has failed to diligently seek and obtain adequate alternate housing or to accept such housing resources presented, a written Notice of Revocation will be issued requiring the Applicant's household to vacate the unit, remove all personal property, and return the unit's keys to the</p>	<p>FEMA requires all recipients of temporary housing assistance to obtain and occupy adequate alternate housing at the earliest possible time. The Applicant will establish a permanent housing plan and make every effort to obtain permanent housing for the Applicant's household as soon as possible. If FEMA determines that adequate alternate housing is available, the Applicant will obtain alternate housing and vacate the <b>THU</b> as soon as possible. Refusal to accept adequate alternate housing resources offered by FEMA can result in revocation of this agreement to occupy the <b>THU</b>. If FEMA determines that the Applicant has failed to diligently seek and obtain adequate alternate housing or to accept such housing resources presented, a written Notice of Revocation will be issued requiring the Applicant's household to vacate the <b>THU</b>, remove all personal property, and return the <b>THU</b> keys to the Landlord within the timeframe established in the Notice of</p>	<p>Terminology adjusted</p>

	Landlord within the timeframe established in the Notice of Revocation.	Revocation.	
<b>Page 2 – Paragraph 6. RENT PAYMENTS</b>	The Applicant will not pay a rental fee to the Landlord or FEMA during the period of assistance ending on _____, <b>unless the Applicant is required to reimburse FEMA as described in Paragraph 22.</b> If FEMA extends the period of assistance beyond this date, FEMA will charge the Applicant rent for each month the Applicant occupies the <b>THU</b> , as described in Paragraph 17.	The Applicant will not pay a rental fee to the Landlord or FEMA during the period of assistance ending on _____. If FEMA extends the period of assistance beyond this date, FEMA will charge the Applicant rent for each month the Applicant occupies the <b>THU</b> , as described in Paragraph 17.	
<b>Page 2 – Paragraph 7. SECURITY DEPOSIT</b>	FEMA will provide a security deposit amount established by contract between FEMA and the Landlord on behalf of the tenant. The Landlord may use the security deposit for any damage above normal wear and tear caused by the Applicant to the unit. In the event the security deposit amount does not cover the amount of damage to the unit, the Applicant will be responsible to the Landlord for the additional funds. During the term of the Lease, the Landlord will not charge the Applicant an additional security deposit.	FEMA will provide a security deposit amount established by contract between FEMA and the Landlord on behalf of the tenant. The Landlord may use the security deposit for any damage above normal wear and tear caused by the Applicant to the <b>THU</b> . In the event the security deposit amount does not cover the amount of damage to the <b>THU</b> , the Applicant will be responsible to the Landlord for the additional funds. During the term of the Lease, the Landlord will not charge the Applicant an additional security deposit.	Terminology adjusted
<b>Page 2 – Paragraph 9. UTILITIES AND APPLIANCES</b>	The Applicant is responsible for paying all utilities as specified in the Lease between the Landlord and Applicant. FEMA will pay utilities for the designated units only when the utilities are included FEMA’s contract with the Landlord.	The Applicant is responsible for paying all utilities as specified in the Lease between the Landlord and Applicant. FEMA will pay utilities for the designated <b>THUs</b> only when the utilities are included <b>in the</b> FEMA contract with the Landlord.	Terminology adjusted
<b>Page 2 – Paragraph 10.b MAINTENANCE AND OTHER SERVICES</b>	The Applicant will direct any maintenance issues regarding the unit directly to the Landlord.	The Applicant will direct any maintenance issues regarding the <b>THU</b> directly to the Landlord.	Terminology adjusted
<b>Page 3 – Paragraph 12 FEMA ACCESS TO</b>	Failure to demonstrate progress on a permanent housing plan or to meet eligibility requirements may	Failure to demonstrate progress on a permanent housing plan or to meet eligibility requirements may result in	Terminology adjusted

PROPERTY, last sentence	result in determination of ineligibility.	termination of direct temporary housing assistance.	
<p>Page 3 – Paragraph 13a.i.-vi. FEMA <b>TERMINATION OF ASSISTANCE</b></p>	<p>a. <u>Eligibility.</u> During the term of this agreement FEMA will periodically determine the Applicant's continued eligibility for temporary housing. FEMA may terminate an applicant's assistance <b>under MLR</b> when:</p> <ul style="list-style-type: none"> <li>i. The applicant violates any of the terms of this Agreement, temporary housing unit for MLR;</li> <li>ii. The Applicant's occupancy is terminated by the Owner for violation of the lease terms and conditions between the Landlord and Applicant;</li> <li>iii. FEMA has determined that adequate alternative housing is available to the household outside of <b>direct temporary housing assistance</b>; or</li> <li>iv. The Applicant has not provided verifiable information demonstrating that the household is</li> </ul>	<p>b. <u>Eligibility.</u> During the term of this agreement FEMA will periodically determine the Applicant's continued eligibility for temporary housing. FEMA may terminate an applicant's assistance when:</p> <ul style="list-style-type: none"> <li>i. The applicant violates any of the terms of this <b>Temporary Housing Agreement, the lease terms and conditions between the Landlord and Applicant or other rules, regulations or laws of the jurisdiction or site where the THU is located</b>;</li> <li>ii. The Applicant's occupancy is terminated by the Owner for violation of the lease terms and conditions between the Landlord and Applicant;</li> <li>iii. FEMA has determined that adequate alternative housing is available to the household outside of <b>direct temporary housing assistance</b>; or</li> <li>iv. The Applicant has not provided verifiable information demonstrating that</li> </ul>	<p>Wording adjusted to clarify eligibility and when FEMA may terminate assistance.</p>

	<p>working towards a permanent housing plan; or</p> <p>v. The household obtained housing assistance through either misrepresentation or fraud.</p> <p>vi. N/A</p>	<p>the household is working towards a permanent housing plan; or</p> <p>v. The household obtained housing assistance through either misrepresentation or fraud.</p> <p>vi. <b>The household has engaged in criminal activity, activities that create serious health and safety risks, or any other unlawful or otherwise illegal activities.</b></p>	
<p><b>Page 3 – Paragraph 13.b. FEMA TERMINATION OF <del>MRL</del> ASSISTANCE</b></p>	<p><u>End of MLR Period of Assistance.</u> At the end of the term of this agreement, FEMA may terminate assistance. In accordance with the Stafford Act, temporary housing assistance shall be provided for a period of up to 18 months from the date of the Presidential declaration. Stafford Act Section 408(c)(1)(B)(ii), 42 U.S.C §5174(c)(1)(B)(ii). If necessary, because of extraordinary circumstances, FEMA may extend the 18-month period of assistance for temporary housing assistance. The terms of this agreement will remain under any extension of MLR assistance.</p>	<p><u>End of <del>the</del> Period of Assistance.</u> At the end of the term of this agreement, FEMA may terminate assistance. In accordance with the Stafford Act, temporary housing assistance shall be provided for a period of up to 18 months from the date of the Presidential declaration. Stafford Act Section 408(c)(1)(B)(ii), 42 U.S.C §5174(c)(1)(B)(ii). If necessary, because of extraordinary circumstances, FEMA may extend the 18-month period of assistance for temporary housing assistance. The terms of this agreement will remain under any extension of MLR assistance.</p>	<p>Terminology adjusted</p>
<p><b>Page 3 – Paragraph 14. APPLICANT RESPONSIBILITY TO COMPLY</b></p>	<p>The Applicant and the household members will comply with any written Notice of</p>	<p>The Applicant and the household members will comply with any written Notice of Revocation</p>	

<p><b>WITH REMOVAL ACTION</b></p>	<p>Revocation requiring the Applicant's household to vacate the unit by moving out of the unit, removing all personal property, and returning the unit's keys to the Landlord no later than the date set forth in the Notice of Revocation. The Applicant is responsible for the household's personal property, which is placed in the unit at the sole risk of the Applicant and for removing it from the unit upon receiving a written Notice of Revocation.</p>	<p>requiring the Applicant's household to vacate the <b>THU</b> by moving out of the <b>THU</b>, removing all personal property, and returning the <b>THU</b> keys to the Landlord no later than the date set forth in the Notice of Revocation. The Applicant is responsible for the household's personal property, which is placed in the <b>THU</b> at the sole risk of the Applicant and for removing it from the <b>THU</b> upon receiving a written Notice of Revocation.</p>	
<p><b>Page 3 – Paragraph 15.a.-b. FEMA NOTICE TO APPLICANT REGARDING TERMINATION OF <b>MLR</b> ASSISTANCE</b></p>	<p>a. Termination notice based on Applicant ineligibility: FEMA will provide the Applicant with a Notice of Revocation for a major violation with 3 days to vacate the unit or a general violation/FEMA program/ineligibility violation [#of days] with 15 days to vacate the unit. FEMA will issue a Notice to Surrender Possession to Applicants who remain in the unit beyond the date specified in the Notice of Revocation.</p> <p>b. Termination notice based on End of the Period of Assistance for MLR:</p>	<p>c. Termination notice based on Applicant ineligibility: FEMA will provide the Applicant with a Notice of Revocation for a major violation with 3 days to vacate the <b>THU</b> or a general violation with 15 days to vacate the <b>THU</b>. FEMA will issue a Notice to Surrender Possession to Applicants who remain in the <b>THU</b> beyond the date specified in the Notice of Revocation.</p> <p>d. Termination notice based on End of the Period of Assistance:</p>	<p>Terminology adjusted</p>

<p><b>Page 3 – Paragraph 16.d.-e. APPLICANT APPEAL RIGHTS TO TERMINATION OF MRL ASSISTANCE</b></p>	<p>d. The Applicant must vacate the unit until an appeal decision is provided by FEMA.</p> <p>e. Applicants may not appeal termination based on the end of the 18 months period of assistance (18 months, unless FEMA determines extraordinary circumstances as determined by FEMA are present.</p>	<p>f. The Applicant must vacate the <b>THU</b> until an appeal decision is provided by FEMA.</p> <p>g. Applicants may not appeal termination based on the end of the period of assistance.</p>	<p>Terminology adjusted</p>
<p><b>Page 3 – Paragraph 17. FEMA RENT AND PENALTY FEE, 2<sup>nd</sup> sentence</b></p>	<p>If the applicant cannot afford to pay the full FMR, appeal the amount of rent based upon their financial ability.</p>	<p>Applicants <b>who</b> cannot afford to pay the full FMR, <b>may</b> appeal the amount of rent based upon their financial ability.</p>	<p>Wording adjusted</p>
<p><b>Page 4 – Paragraph 22. DUTY OF INSURED APPLICANTS TO REIMBURSE FEMA</b></p>	<p>FEMA requires all recipients of temporary housing assistance under its temporary housing assistance program to offset the value of the direct assistance provided by FEMA against any insurance proceeds or recoveries they receive. If the Applicant's household is eligible for any payments or allowances from private insurance that can be used for temporary housing needs, such as Additional Living Expenses, the Applicant or other Authorized User will file a claim for such insurance benefits and pay FEMA for the cost (up to Fair Market Rent) of using the rental unit (In some cases FEMA may pay rent to the Landlord in accordance with MRL policy) (as determined by FEMA) up to the limits of the insurance recovery for monthly housing expenses.</p>	<p>FEMA requires all recipients of <b>direct</b> temporary housing assistance to offset the value of the direct assistance provided by FEMA against any insurance proceeds or recoveries they receive. If the Applicant's household is eligible for any payments or allowances from private insurance that can be used for temporary housing needs, such as Additional Living Expenses, the Applicant or other Authorized User will file a claim for such insurance benefits and pay FEMA for the cost (up to Fair Market Rent) of using the <b>THU</b>.</p>	<p>Terminology adjusted</p>
<p><b>Page 4 – Paragraph 23. Privacy Act Statement</b></p>	<p>1. AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121-5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27);</p>	<p><b>Removed statement</b></p>	<p>Removed – there is already a Privacy Act Statement at the beginning of this form.</p>

	<p>the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).</p> <p><b>PRINCIPAL PURPOSE(S):</b> This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.</p> <p><b>ROUTINE USE(S):</b> The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by routine uses published in DHS/FEMA-008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.</p> <p><b>DISCLOSURE:</b> The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.</p>		
<p><b>Page 4 – Signing Agreement, 3<sup>rd</sup> sentence</b></p>	<p>All Authorized Users are responsible for complying with</p>	<p>All Authorized Users are responsible for complying with</p>	<p>Terminology adjusted</p>

	the attached Conditions for Use and any other rules incorporated in this Occupancy Agreement.	the attached Conditions for Use and any other rules incorporated in this <b>Temporary Housing</b> Agreement.	
--	---	--	--