Rochester Housing Authority

The Administrative Plan

With Proposed Changes

During this 45-day comment period from August 31th, 2018 to October 15th, 2018, the Rochester Housing Authority is soliciting suggestions concerning the 2018 Administrative Plan.

A copy of the Plan may be accessed at the following website: http://rochesterhousing.org A hard copy version may be reviewed at the following site: 675 W. Main Street, Rochester, NY 14611 between the hours of 9:00 am and 4:00 pm, Monday through Friday.

A public hearing will be held on Tuesday, October 16th at 5:30pm to 6:30pm at 675 W. Main Street, Rochester, NY 14611 (McHugh Room). At the public hearing interested parties are encouraged to Sign in and speak for a limited time. Those having lengthy comments should be submitted in writing to: RHA, Attention: Administrative Plan, 675 W. Main Street, Rochester, NY 14611

ADMINISTRATIVE PLAN CHANGES FOR 2018

Chapter/Page	New Proposed Language	Current Language	Bottom Line
1. 3 Page 4	**Title: Family Breakup and remaining member of tenant family.** "In the event that the head of household moves out of the assisted unit or dies or otherwise surrender the HCV Voucher, a remaining adult household member (with or without children in the unit) may retain use of the tenant-based voucher if that adult has been part of the household for at least one year, is in compliance with all program rules and regulations and meets all other program eligibility and continued occupancy requirements."	**No prior language.** THIS LANGUAGE WILL ALSO GO IN CHAPTER 11 PAGE 11.	Per RHA compliance analysis and recommendation of administration of RHA waiting list considering HUD OIG report 2018-KC-0802 to add the following language. **Bottom Line:** **If member of HH has been there for 1yr and meet requirements subsidy can transfer.** *Will be added to page 4 as the last paragraph on the page.*
2. 3 Page 25	**Title: Previous Behavior in Assisted Housing** PHA Policy The PHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program. The PHA will deny assistance to an applicant family if: The family does not provide information that the PHA or HUD determines is necessary in the administration of the program. The family does not provide complete and true information to the PHA. Any family member has been evicted from federally-assisted housing in the last five years.	PHA Policy The PHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program. The PHA will deny assistance to an applicant family if: The family does not provide information that the PHA or HUD determines is necessary in the administration of the program. The family does not provide complete and true information to the PHA.	**Bottom Line:** **Provide applicant or participant the opportunity to receive a voucher without paying a lump sum, can enter repayment agreement.**

Chapter/Page	New Proposed Language	Current Language	Bottom Line
	Any PHA has ever terminated assistance (adverse terminations) under the program for any member of the family. Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program. The family owes rent or other amounts to any PHA in connection with Section 8 or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being selected from the waiting list, "unless the family repays the full amount of the debt or enters into a repayment agreement in accordance with the procedures found in Chapter 16 of this plan prior to being issued a voucher from the waiting list. If the family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being selected from the waiting list, "unless the family repays the full amount of the debt or enters into a repayment agreement in accordance with the procedures found in Chapter 16 of this plan prior to being issued a voucher from the waiting list. The family has breached the terms of a repayment agreement entered into with the PHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list, "unless the family repays the full amount of the debt or enters into a repayment agreement in accordance with the	Any family member has been evicted from federally-assisted housing in the last five years. Any PHA has ever terminated assistance (adverse terminations) under the program for any member of the family. Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program. The family owes rent or other amounts to any PHA in connection with Section 8 or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being selected from the waiting list. If the family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being selected from the waiting list. The family has breached the terms of a repayment agreement entered into with the PHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list. A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.	

Chapter/Page	New Proposed Language	Current Language	Bottom Line
	procedures found in Chapter 16 of this plan prior to being issued a voucher from the waiting list.		
3. 6 Page 31	**Title: Alimony or Child Support Annual Income** The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that: (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47] and (3) a current payment history is provided that indicates the current payment received by the family.	The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that: (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47].	**Bottom Line:** **Will collect the most accurate information.** **Added number (3)**
4. 7 Page 23	**Title: Alimony or Child Support Verification** <u>PHA Policy</u> The methods the PHA will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments. If the family declares that it ***receives regular payments***, verification will be obtained in the following order of priority: • Third-party verification form from a state or local child support enforcement agency showing a current payment history or a current court order • Third-party verification form from the person paying the support • Family's self-certification of amount received	**7-III.D. ALIMONY OR CHILD SUPPORT** <u>PHA Policy</u> The methods the PHA will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments. If the family declares that it ***receives regular payments***, verification will be obtained in the following order of priority: Copies of the receipts and/or payment stubs for the 60 days prior to PHA request Third-party verification form from the state or local child support enforcement agency Third-party verification form from the person paying the support	**Bottom Line:** **To have Alimony and Child support requirements consistent in Chapter 6 and Chapter 7.** **Chapter 6 reads:** **6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]** Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

Chapter/Page	New Proposed Language	Current Language	Bottom Line
		Family's self-certification of amount received	**Alimony and Child Support** The PHA must count alimony or child support amounts awarded as part of a divorce or separation agreement. PHA Policy The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that: (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47]. Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.
5. 7	**Title: Third Party Written and Oral Verification**	As verification of earned income, the PHA will require the family to provide	**Bottom Line:** **More accurate reflection of monthly income and**

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Chapter/Page	New Proposed Language	Current Language	Bottom Line
Page 6	As verification of earned income, the PHA will require the family to provide consecutive paystubs that encompass the last four (4) weeks.	the two most current, consecutive pay stubs.	**will provide constancy for participants.**
6. 8 Page 15	**Title: Lead Based Paint** 13. All units must be in compliance with the provisions of 24CFR part 35, et al as published by HUD on 5/11/2018 and PIH Notice 2017-13 which was effective 2/13/2017.	All units must be in compliance with the provisions of 24CFR part 35, et al as published by HUD on 9/15/99…	**Bottom Line:** **Includes the most recent dates that is was updated by HUD.**
7. 8 Page 5-8	**Title: Doors** All doors must operate, close and latch as designed. Interior doors must: be intact; free from holes; have all trim intact and be operable from inside the room without the use of a key. Double keyed deadbolt locks are prohibited.	**No prior language.** All interior doors must have no holes, have all trim intact, and be openable without the use of a key.	**Bottom Line:** **Doors must close. Doors must operate as designed.**
8. 8 Page7	**Title: Kitchen** The sink must be equipped with a properly functioning strainer and stopper; must be free of leaks and properly trapped.	The sink must be equipped with a properly functioning strainer; must be free of leaks and properly trapped.	**Bottom Line:** **Stopper needed in sink.** Add the words "and stopper".
9. 8 Page 16	**Title: Lead Based Paint** An EXTERIOR lead paint clearance report is required for any unit that is cited with deteriorated paint exceeding "de minimus" levels. The exterior lead paint clearance report must be conducted by an EPA certified Lead Paint Inspector and must be a different person or entity from the person or entities that actually conducted the RRP lead paint reduction work at the unit.	An EXTERIOR lead paint clearance report is required for any unit that is cited with deteriorated paint exceeding "de minimus" levels. The exterior lead paint clearance report must be conducted by an EPA certified Lead Paint Inspector and must be a different person or entity from the person or entities that actually conducted the RRP lead paint reduction work at the unit. A Rochester Housing Authority	**Bottom Line:** **RHA inspectors will no longer conduct exterior lead-based clearances. The same language for interior lead paint has been applied to exterior.**

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Chapter/Page	New Proposed Language	Current Language	Bottom Line
		Lead Paint Inspector or a Lead Paint Inspector contracted by The Rochester Housing Authority may conduct the exterior lead paint clearance report. Please check the actual inspection report or deteriorated paint instruction letters for this determination.	
10. 8 Page 30	**Title Reinspection (s)** Owners may self-certify to non-life-threatening minor repairs, as long as they have not had a housing assistance payment (HAP) abatement within the last (12) months. The executed certification form must be completed and received by the PHA within thirty (30) days of failed inspection date. Failure to submit the fully executed self-certification form within the correction period will result in abatement of the HAP Payment for the following month.	**No prior Language.**	**Bottom Line:** **Owners can self certify on minor repairs. Less intrusive for tenant by not having a return trip and landlord. A reinspection will not be conducted. No return trip for inspector or landlord.**
11. 8	**Title: Reinspection(s)** Where inspection deficiencies are the owner's responsibility the RHA will charge the owner a	**No prior Language.**	**Bottom Line:** **The expectation is that the unit is ready at the**

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Chapter/Page	New Proposed Language	Current Language	Bottom Line
Page 30	non-refundable $50 fee for conducting 3rd and subsequent inspections.		**1st inspection. After a 2nd failed inspection the Landlord/Owner will be held accountable. Allowable per 24 CFR 982.405 (g)**
12. 9 Page 12	**Title: Tenancy Approval** After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, the PHA must promptly notify the family and owner whether the assisted tenancy is approved. Prior to approving the assisted tenancy and execution of a HAP contract, the PHA must ensure that all required actions and determinations, discussed in Part I of this chapter have been completed. These actions include ensuring that the unit is eligible; the unit has been inspected by the PHA and meets the Housing Quality Standards (HQS); the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent to be charged by the owner for the unit must is reasonable; where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]; the owner is an eligible owner, not disapproved by the PHA, with no conflicts of interest [24 CFR 982.306] RHA Policy The PHA will complete its determination within 15 days of receiving all required information.	After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, the PHA must promptly notify the family and owner whether the assisted tenancy is approved. Prior to approving the assisted tenancy and execution of a HAP contract, the PHA must ensure that all required actions and determinations, discussed in Part I of this chapter have been completed. These actions include ensuring that the unit is eligible; the unit has been inspected by the PHA and meets the Housing Quality Standards (HQS); the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent to be charged by the owner for the unit must is reasonable; where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]; the owner is an eligible owner, not disapproved by the	**Bottom Line:** **Removal of the sentence in yellow highlight protects the family from signing a legal document before the unit is determined eligible.** Comments in yellow are not in the new proposed policy. Increased from 10 to 15 days to have consistent language with Chapter 8 page 25.

Chapter/Page	New Proposed Language	Current Language	Bottom Line
		PHA, with no conflicts of interest [24 CFR 982.306]; the family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information [24 CFR 982.305(b)]. RHA Policy The PHA will complete its determination within 10 business days of receiving all required information.	
13. 9 Page 13	**Title: HAP Contract Execution** The owner and the assisted family will execute the dwelling lease and the owner must provide a copy to the PHA. Upon request the participant may receive a copy of the lease from RHA. The owner and the PHA will execute the HAP contract. The PHA will not execute the HAP contract until the owner has submitted IRS form W-9. The PHA will ensure that the owner receives a copy of the executed HAP contract	The owner and the assisted family will execute the dwelling lease and the owner must provide a copy to the PHA. The PHA will ensure that both the owner and the assisted family receive copies of the dwelling lease. The owner and the PHA will execute the HAP contract. The PHA will not execute the HAP contract until the owner has submitted IRS form W-9. The PHA will ensure that the owner receives a copy of the executed HAP contract	**Bottom Line:** **Remove PHA from being responsible that the participant receives a copy of the lease from landlord. Upon request the participant may receive a copy from RHA.**
14. 11 Page 11	Section 11-II. B **Title: Changes in Family and Household Composition** "In the event that the head of household moves out of the assisted unit or dies or otherwise surrender the HCV Voucher, a remaining adult household member (with or without children in the unit) may retain use of the tenant-based	**No prior language.** THIS LANGUAGE IS ALSO IN CHAPTER 3 PAGE 4.	Per compliance analysis and recommendation of administration of RHA waiting list considering HUD OIG report 2018-KC-0802 to add the following language

Chapter/Page	New Proposed Language	Current Language	Bottom Line
	voucher if that adult has been part of the household for at least one year, is in compliance with all program rules and regulations and meets all other program eligibility and continued occupancy requirements.".		
15. 11 Page 14	**Title: Processing the Interim Reexamination (Method of Reporting)** The family must notify the PHA of changes in writing via including mail, fax, or e-mail within 30 days. Upon notification, the PHA will determine if an interim reexamination would be applicable.	The family may notify the PHA of changes either orally or in writing within 30 days. If the family provides oral notice, the PHA may also require the family to submit the changes in writing.	**Bottom Line:** **Require changes to be in writing.**
16. 17 Page 6	**Title: Solicitation and Selection of PBV Proposals** Local newspapers of general circulation and any trade journals that the PHA intends to use.	[Enter the names of the local newspapers of general circulation, and any trade journals that the PHA intends to use]	**Bottom Line:** **Will not require updates or identify specific form of media.**
17. 17 page 18	**Title: Annual/Biennial Inspections** The PHA may inspect on a biennial basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS.	The PHA will inspect on an annual basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS.	**Bottom Line:** **Changing the word annual to biennial. To be consistent with what we are conducting.**
18. 17 Page 26	**Title: Term of HAP Contract [24 CFR 983.205]** The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of PHA-owned units, the term of the HAP contract must	The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 15 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 15 years. In the case of PHA-owned units, the term of the HAP contract must be agreed upon by the PHA and the independent entity	**Bottom Line:** **HUD regulation update with HOTMA legislation to 20 years.**

Chapter/Page	New Proposed Language	Current Language	Bottom Line
	be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)]. At the time of the initial HAP contract term or any time before expiration of the HAP contract, the PHA may extend the term of the contract for an additional term of up to 20 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 20 years. A PHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract the PHA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of PHA-owned units, any extension of the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].	approved by HUD [24 CFR 983.59(b)(2)]. At the time of the initial HAP contract term or any time before expiration of the HAP contract, the PHA may extend the term of the contract for an additional term of up to 15 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 15 years. A PHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 15 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract the PHA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of PHA-owned units, any extension of the term of the HAP	

Chapter/Page	New Proposed Language	Current Language	Bottom Line
		contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].	
19. 11 Page 13	***Required Reporting*** HUD regulations give the PHA the freedom to determine the circumstances under which families will be required to report changes affecting income. <u>PHA Policy</u> Families are required to report all increases in income within 30 days of the date the change takes effect. The PHA will conduct interim reexaminations for increases to income of the following: • families enrolled in the Family- Self Sufficiency Program • families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase • families whose household income is/was zero • families whose gross household income has increased $200 or more per month If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting and may result in a referral to our Compliance Department.	***Required Reporting*** HUD regulations give the PHA the freedom to determine the circumstances under which families will be required to report changes affecting income. PHA Policy Families are required to report all increases in earned income, including new employment, within 30 business days of the date the change takes effect. The PHA will only conduct interim reexaminations for increases to income of the following: • families enrolled in the Family- Self Sufficiency Program • families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase • families whose household income is/was zero In all other cases, the PHA will note the information in the tenant file but will not conduct an interim reexamination.	**Bottom Line:** **Interim reexaminations will now include increases in income of more that $200 a month.**

Chapter/Page	New Proposed Language	Current Language	Bottom Line
	If the family fails to report an increase in income, resulting in an increase in the tenant share, the tenant will be required to repay any overpayment in subsidy made on his/her behalf. In all other cases, the PHA will note the information in the tenant file but will not conduct an interim reexamination.	Families are not required to report any other changes in income or expenses	
20. 15 Page 11	**Title: Special Housing Types: Manufactured Homes** **15-VI.A. OVERVIEW** A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. HCV- assisted families may occupy manufactured homes in three different ways. (1) Regular rental assistance: The family rents a manufactured home under the regular voucher program. There is no separate charge to the family for the home space—the rental of the unit covers both the manufactured housing unit and the space. PHAs must permit a family to lease a manufactured home and space with assistance under the program – this is not a special housing type where PHAs has discretion over whether to provide this type of assistance. (2) Manufactured home space rental assistance: The family owns the manufactured home but is renting the lot space under the manufactured home space rental special housing type.	**15-VI.A. OVERVIEW** A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. HCV-assisted families may occupy manufactured homes in two different ways. (1) A family can choose to rent a manufactured home already installed on a space and the PHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below. (2) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space. PHAs may, but are not required to, provide assistance for such families.	**Bottom Line:** **HOTMA expanded the definition of rent for manufactured home owners receiving voucher assistance to include monthly payments made by the household to amortize the cost of purchasing the manufactured home (including any required insurance and property taxes) and tenant-paid utilities.** **HUD Regulation update with minimal impact to RHA since we do not have many occurrences with manufactured homes.**

Chapter/Page	New Proposed Language	Current Language	Bottom Line
	(3) Homeownership Voucher Assistance: The family purchases the manufactured home under the homeownership voucher program and the family is assisted with their monthly homeownership expenses. Both category two and three are special housing types under the HCV program. The PHA is generally not required to make a special housing type available as part of its HCV program. In addition, the PHA may limit the number of families that may use this special housing type. However, the PHA must permit the use of this special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. RHA Policy RHA will allow manufactured homes under categories two (2) and three (3) as listed above. **15-VI.B. SPECIAL POLICIES FOR MANUFACTURED HOME OWNERS WHO LEASE A SPACE** **Family Income** In determining the annual income of families leasing manufactured home spaces, the value of the family's equity in the manufactured home in which the family resides is not counted as a family asset. **Lease and HAP Contract** There is a separate Tenancy Addendum (Form 52642-a) and separate HAP Contract (Form	**15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION Payment Standards** The FMR for a manufactured home space is generally 40 percent of the published FMR for a two-bedroom unit or, where approved by HUD, the 40th percentile of the rental distribution of manufactured home spaces for the FMR area. The PHA may establish a payment standard for manufactured home spaces that is between 90-110 percent of the FMR for manufactured home spaces. **Utility Allowance** The PHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured home space must not include the costs of digging a well or installing a septic system. **Space Rent** The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, and the utility allowance for tenant- paid utilities	

Chapter/Page	New Proposed Language	Current Language	Bottom Line
	52642) for this special housing type. **15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION** **Payment Standards** The payment standard used by the PHA to calculate the HAP for a manufactured home owner family is the same payment standard that would be used for an ordinary rental unit of the same bedroom size under the PHA's HCV program, based on the HUD published FMR for the area. **Utility Allowance** The PHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured home space must not include the costs of digging a well or installing a septic system. **Space Rent** The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, the utility allowance for tenant-paid utilities and any monthly payments made by the family to amortize the cost of purchasing the manufactured home (including any required insurance and property taxes).		