

Summary of Revisions to FY 2026 - 2027 Admissions & Continued Occupancy Plan (ACOP)

Indicates policy has been added

~~Indicates policy has been removed~~

Important Note: All changes outlined in this summary are proposed. Resident feedback will be reviewed before implementation and board approval.

Repayment Agreements (RPAs) for Applicants

Reason for Change to 3.3.D, Other Permitted Reasons for Denial of Admission

The language in section 3.3.D(4)(d)(ii) will be revised to prohibit applicants with outstanding debts to Opportunity Home from entering into repayment agreements at the time of admission. All balances related to any Opportunity Home housing program must be paid in full before an applicant can be admitted to Public Housing.

3.3.D Other Permitted Reasons for Denial Of Admission

(4) Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48]

- (d) There is a disability-related need for the accommodation.
 - (ii) Owes rent or other amounts to Opportunity Home in connection with Section 8 or other public housing assistance under the 1937 Act, ~~unless the family enters into a repayment agreement upon admission.~~

Repayment Agreements for Transfers

Reason for the updates to 12.4.G Eligibility for Continued Occupancy

This change will affect residents. Section 12.4.G(c) will be updated to require that any Public Housing resident requesting a transfer to a different Public Housing community must satisfy all outstanding debts owed to Opportunity Home in full prior to being

determined eligible for the transfer. Residents will not be permitted to enter into a Repayment Agreement to meet this eligibility requirement.

12.4.G Eligibility for Continued Occupancy

- (c) Not owe any back rent, fees, or charges for move-out damages to the previous unit; ~~unless a repayment agreement is established within five business days of signing a Lease to a new unit.~~

~~(i) Violations of the repayment agreement will be subject to lease termination as described in the Public Housing Lease and within Chapter 16.~~

Termination due to Breach of Repayment Agreement

Reason for change to termination policy for breach of an RPA.

This change will affect residents. The language in section 13.3.C(2)(vii) will be updated to align with HUD regulations (PIH 2018-18), which require PHAs terminate assistance for breach of a repayment agreement.

13.3.C(2)

(2) Other Good Cause [24 CFR 966.4(l)(2)(ii)(B) and (C)]

Opportunity Home will terminate the lease for the following reasons:

(vii) If the family has breached the terms of a repayment agreement entered into with Opportunity Home.

The following are considered serious violations and **may** result in termination of tenancy:

~~(xi) If the family has breached the terms of a repayment agreement entered into with Opportunity Home.~~

Repayment Agreements for Residents

Reason for the Change to 16.3.B Family Debts to Opportunity Home

These changes may affect residents. Section 16.3.B(1-3),(e)(i)(C),(f)(1),(2)(i), and (v)(B) have been updated to state that residents will not be eligible for a Repayment Agreement for any debts owed that are not the result of under-reported or unreported income. Existing repayment agreements for other debt types will remain in effect until completed or breached.

16.3.B Family Debts to Opportunity Home

- (1) Any amount owed to Opportunity Home by a public housing family must be repaid. ~~If the family is unable to repay the debt within 30 days, Opportunity Home will offer to enter into a repayment agreement in accordance with the policies below.~~
- (2) If a family exceeds three months of **rental** debt, housing assistance may be terminated in accordance with the policies in Chapters 8 and 13.
- (3) If the family refuses to repay the debt, does not enter into a repayment agreement or breaches a repayment agreement, Opportunity Home will terminate the family's tenancy in accordance with the policies in Chapter 13. Opportunity Home ~~will~~may also pursue other modes of collection.

(e) *Late or Missed Payments*

- (i) If the payment is not received by the end of the business day on the due date, the following actions will occur:
 - (A) The repayment agreement will be considered in default;
 - (B) The debt will be due in full;

(C) Opportunity Home ~~may~~will terminate tenancy in accordance with the policies in Chapter 13.

(f) **No Offer of Repayment Agreement**

(1) Opportunity Home will **only** offer the family a repayment agreement for debts owed due to under-reported or unreported income.

(2) Opportunity Home will **not** offer the family a repayment agreement when the following circumstances apply:

(i) The family owes rent, late charges, maintenance or other charges due under the lease that are not the result of under-reported or unreported income.

(A) Families with active Repayment agreements for the charges listed above must remain in compliance with their Repayment Agreement until payments conclude.

(B) No new Repayment Agreements for charges other than under-reported or unreported income will be executed.

(i) The family has an existing repayment agreement with Opportunity Home; or

(ii) The amount owed by the family exceeds \$3,000.

(A) If the amount owed by the family exceeds \$3,000, the family may pay to reduce the total amount owed to or below the \$3,000 cap in addition to the down payment to become eligible for a repayment agreement.

(v) The amount owed by families with debt from March 2020 - June 30, 2024 exceeds \$6,000.

(A) If the amount owed by the family exceeds \$6,000, the family may pay to reduce the total amount owed to or below the \$6,000 cap in addition to the down payment to become eligible for a repayment agreement.

(B) Applicable families must remain in compliance with their Repayment Agreement until payments conclude. No new Repayment Agreements for charges other than under-reported or unreported income will be executed.

- (vi) The family has already executed a repayment agreement and fails to pay the monthly payment on the due date agreed upon between the family and Opportunity Home.

Alternatives to Termination of Tenancy

Reason For Change To Alternatives To Termination Of Tenancy

This change may affect residents. Section 13.3.D(2)(a) will be updated to reflect the proposed policy update, which is to permit repayment agreements only in instances of unreported or under-reported income. This means a Repayment Agreement will serve as an alternative to termination exclusively for qualifying cases of unreported or under-reported income.

13.3.D Alternatives to Termination of Tenancy

(2) Repayment of Family Debts

- (a) If a family owes amounts to Opportunity Home or Opportunity Home-managed properties, as a condition of continued occupancy, Opportunity Home will require the family to repay the full amount or to enter into a repayment agreement within 14 days of receiving notice from Opportunity Home of the amount owed **for cases of rent underpayments by the tenant caused by under-reported or unreported income**. See Chapter 16 for policies on repayment agreements.

Interim Reexaminations due to Increases in Income

Reason for change to the policy regarding changes affecting income or expenses

This change may affect residents. Sections 9.3.C(3)(b)(i)(A)&(B) will be updated to require residents to report increases in monthly income of \$200 or more within 10 business days the change takes effect.

9.3.C

(3) Family-Initiated Interim Reexaminations

(a) Opportunity Home must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 960.257(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)]

(b) **Required Reporting**

(i) HUD regulations give Opportunity Home the discretion to determine the circumstances under which families will be required to report changes affecting income.

(A) Families are required to report increases in monthly income of \$200 or more in earned and unearned income within 10 business days of the date the change takes effect. Families are not required to report increases in earned and unearned income, including new employment.

(B) Opportunity Home will not process increases in income under \$200 in earned and unearned monthly income, including new employment.

Number of Unit Offers for Applicants

Reason for the Change to 5.2.B Number of Offers

This change may affect applicants. Section 5.2.B(1) will be updated to state that Opportunity Home will only extend one unit offer.

5.2.B Number of Offers

(1) Opportunity Home has adopted the following unit offer plan:

One (1) Up to Two Unit Offers:

- (a) The applicant will be offered a suitable unit based on the availability and family composition.
- (b) The applicant will be given ~~one unit offer a maximum of two unit offers~~. Exceptions may be made only in cases where the applicant has demonstrated good cause for unit refusal, as outlined in section 5.2.D.

Utility Reimbursements

Reason for the Change to Utility Reimbursements

This change may affect residents. Section 6.3.A(1)&(5) will be updated to align with the proposed MTW activity “FY2026-1: Elimination of Negative Rent”, which would eliminate utility reimbursements for non-elderly and non-disabled families as defined by HUD regulations. Note that implementation of this policy will take place at a later date, once programming updates are completed.

6.3.A Overview of Income-Based Rent Calculations

- (1) The first step in calculating income-based rent is to determine each family’s total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family or directly to the utility company by Opportunity Home.

- (a) Per MTW Activity “FY2027-1: Elimination of Negative Rent”, Opportunity Home will follow the guidelines below for TTP calculations that result in a negative number (utility reimbursements):
 - (i) **For Non-Elderly/Non-Disabled Households:** The TTP and UA will be calculated as usual. If the calculation results in a negative rent (utility reimbursement), the reimbursement will not be issued.
 - (ii) **For Elderly/Disabled Households:** These households will continue to receive UAP reimbursements if their utility allowance exceeds their TTP, in accordance with standard HUD guidelines.

(b) Non-Elderly/Non-Disabled households may request a hardship exemption for utility reimbursements if one of the following criteria are met:

(i) The household being at imminent risk of utility shut-off for essential services (heat, water, electricity).

(ii) The household being at imminent risk of eviction due to an inability to cover the gap between the UA and actual costs during a period of zero income.

(iii) Loss of income that has lasted more than 30 days.

(c) If the household is determined eligible, Opportunity Home may pay the utility reimbursement to the family directly.

(5) **Utility Reimbursement [24 CFR 960.253(c)(4)]**

(a) Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. HUD permits Opportunity Home to pay the reimbursement to the family or directly to the utility provider.

(b) Opportunity Home will make utility reimbursements **to elderly and disabled households as defined by HUD regulations, in accordance with "FY2027-1: Elimination of Negative Rent".** ~~to the family.~~

(c) Opportunity Home may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is \$45.00 or less. Reimbursements must be made once per calendar-year quarter, either prospectively or retroactively, and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. Opportunity Home must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship. Opportunity Home must issue reimbursements that exceed \$45.00 per month on a monthly basis.



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(d) Opportunity Home will issue all utility reimbursements monthly, if applicable.



Summary of Revisions to the FY25-26 Public Housing Lease

Indicates policy has been added

~~Indicates policy has been removed~~

Important Note: All changes outlined in this summary are proposed. Resident feedback will be reviewed before implementation and board approval. All proposed lease changes may affect current residents.

Recording on Property

Reason for the Change to PH Lease Part II(IX)(dd)

New language was added to PH Lease Part II section (IX)(dd) to protect the privacy and peaceful enjoyment of the premises by prohibiting recording residents or staff without their knowledge and consent. An exception is made only for documenting evidence of criminal activity for law enforcement as permitted by law.

IX. Tenant's Obligations

Tenant will be obligated:

(dd) To refrain from the unauthorized audio or video recording of any resident, guest, or Opportunity Home staff member while on Opportunity Home property. Except where permitted by law to document evidence of criminal activity for law enforcement, any recording conducted without the express knowledge and consent of all parties is prohibited. Such actions are deemed a disturbance of the peaceful enjoyment of the community and may be classified as harassment. (Examples of prohibited behavior may include secretly recording conversations, filming individuals without consent with a cellphone or other device, or live-streaming interactions).

Doorbell Cameras

Reason for the Change to PH Lease Part II(IX)(l)

New language will be added to Lease Part II section (IX)(l) to allow residents to install doorbell cameras with prior written approval from Opportunity Home. The update also

stipulates that residents must agree and sign an acknowledgement form if approved for a doorbell camera.

IX. Tenant's Obligations

Tenant will be obligated:

- (l) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of Opportunity Home. To make no changes to locks or install new locks on exterior doors without Opportunity Home's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by Opportunity Home.
 - 1. To obtain prior written approval and sign an acknowledgement form before installing any doorbell camera, which must be mounted using "no-drill" hardware and positioned so as not to view neighboring unit interiors or areas with a reasonable expectation of privacy; Opportunity Home reserves the right to revoke this approval at any time.

Mini/Portable Washer and Dryers

Reason for the Change to PH Lease Part II(IX)(g)

New language was added to PH Lease Part II section (IX)(g) prohibiting the use of mini/portable washers and dryers. This measure ensures that electrical and plumbing systems are used only for their intended purposes and prevents unauthorized equipment from straining building infrastructure.

IX. Tenant's Obligations

Tenant will be obligated:

- (g) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators [966.4(f)(8)]. The use of mini/portable washer and dryers where no facilities are intended for that purpose is strictly prohibited.

Keys and Methods of Entry to the Premises

Reason for the Change to PH Lease Part II(IX)(ee)

Lease Part II section (IX)(ee) was added to strengthen property security. This new provision mandates that residents maintain exclusive possession of all access devices



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and strictly prohibits the duplication or sharing of keys and fobs with non-residents. Additionally, it prohibits behaviors that compromise building security, such as propping doors or allowing unauthorized 'tailgating' into the premises.

IX. Tenant's Obligations

Tenant will be obligated:

- (ee) To maintain exclusive possession of all keys, fobs, and access devices. All Household members are strictly prohibited from duplicating or providing access devices to any guest, non-resident, or individual not listed on the lease. Tenants shall not engage in any conduct that allows unauthorized entry to the premises, such as propping doors open or permitting non-residents to follow behind them.

Opportunity Home Maintenance and Systems

Reason for the Change to PH Lease Part II(IX)(x)

New language is being added to section Lease Part II section (IX)(x) to prohibit the unauthorized tampering with, or adjustment of, any Opportunity Home systems and equipment. The language further requires that residents notify property staff of all maintenance issues via a formal work order and refrain from contacting or hiring any outside vendor for repairs without prior written approval from Opportunity Home. This update is intended to ensure that all repairs meet Opportunity Home's safety and quality standards.

IX. Tenant's Obligations

Tenant will be obligated:

- (x) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **Tenant will notify the authority promptly of known need for repairs to the dwelling unit**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner will be considered to contribute to any damage that occurs.
 1. Unauthorized contact, tampering, adjustment, or interference with any property equipment or utility systems, including but not limited to HVAC units, air filters, electrical panels, meters, and plumbing is strictly prohibited.
 2. Tenants must immediately report all maintenance issues to Opportunity Home by submitting a formal maintenance request to ensure repairs are handled by authorized Opportunity Home personnel. Tenants are not authorized to contract any outside vendor or third party to perform repairs or maintenance on the

premises without prior written approval from Opportunity Home.

Solicitation

Reason for the Change to PH Lease Part II(IX)(cc)

New language was added to Lease Part II section (IX)(cc) prohibiting the placement of any signs, flyers, or advertisements throughout the property and common areas without prior written approval. It further prohibits engaging in or allowing any unauthorized commercial solicitation, door-to-door sales, or the distribution of unapproved marketing materials; this includes a restriction on surveying other residents without management consent, unless such outreach is specifically protected by federal law for resident organizing (e.g. resident councils).

IX. Tenant's Obligations

Tenant will be obligated:

- (s) To refrain from placing signs of any type in or about the dwelling, throughout the property and common areas except those allowed under applicable zoning ordinances and then only after having received written permission of Opportunity Home.
 - (i) To refrain from engaging in, or allowing, any unauthorized commercial solicitation, door-to-door sales, or the distribution of unapproved marketing materials on the premises; Tenant acknowledges that such activities, including surveying other residents without prior written consent from management, disturb the peaceful enjoyment and privacy of the community and are strictly prohibited, except where such outreach is specifically protected by federal law for the purpose of resident organizing.