WELCOME

TO

TAKE AIM AT SPECIAL CLAIMS, REPAYMENT AGREEMENTS, & TRACS 202D

RENAISSANCE MARRIOT

ROSEMONT, ILLINOIS

April 21, 2015
TAKING AIM AT SPECIAL CLAIMS, REPAYMENT AGREEMENTS, & TRACS 202D

Renaissance Marriot
Rosemont, Illinois
April 21, 2015

Presented by National Housing Compliance & Contract Management Services
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**Staff Contact Information**

- **Chief Officers**
- For Contract Renewals/Rent Adjustments, please contact:
- For Monthly HAP Vouchers, please contact (also see CMS below)
- For Georgia Management & Occupancy Reviews/REAC/Resident Issues, please contact:
- For Owner Agent changes, please contact:
- For General Administration, please contact:
- For Illinois Management & Occupancy Reviews/REAC/Resident Issues, please contact:
- CMS: Contract Management Services
SPECIAL CLAIMS
BEST PRACTICES

Umeka Taylor
National Housing Compliance
Renaissance Marriot
Rosemont, Illinois
April 21, 2015
Special Claims

• A way to reimburse Owners for financial loss.
• An effort to assist with the financial viability of the property.
• Owners are encouraged to apply for special claims when tenants do not pay rent/damages.
Types of Special Claims

- Regular Vacancy
- Unpaid Rent*
- Tenant Damages*
- Vacancies During Rent-up
- Debt Service

*Areas of focus
### Special Claim Types and Eligible Project/Contract Types

<table>
<thead>
<tr>
<th>Special Claim Types</th>
<th>Eligible Project/Contract Types</th>
<th>24 CFR* Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Vacancies during rent-up</td>
<td>Section 202 PRAC, Section 811 PRAC</td>
<td>891.445(b)</td>
</tr>
<tr>
<td>2. Vacancies after rent-up</td>
<td>Section 8, Section 202/8, Section 202 PAC, Section 202 PRAC, Section 811 PRAC</td>
<td>880.611(c)</td>
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<tr>
<td></td>
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<td>884.106(c)</td>
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<td>886.109(c)</td>
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<td>886.309(d)</td>
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<td>891.445(c)</td>
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<td>891.650(c)</td>
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<tr>
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<td>891.790(c)</td>
</tr>
<tr>
<td>3. Debt service claims</td>
<td>Section 8 NC/SR (New Regulation contracts), RHS, Section 515/8, Section 202/8, Section 202 PAC, PDSA/8</td>
<td>880.611(d)</td>
</tr>
<tr>
<td></td>
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<td>884.106(d)</td>
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<td>886.309(g)</td>
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<td></td>
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<td>891.650(d)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>891.790(d)</td>
</tr>
<tr>
<td>4. Unpaid rent/damages</td>
<td>Section 8, Section 202/8, Section 202 PAC, Section 202 PRAC, Section 811 PRAC</td>
<td>880.608(f)</td>
</tr>
<tr>
<td></td>
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<td>884.115(a)</td>
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<td>886.116(a)</td>
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<td>886.315(d)</td>
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<td>891.435(c)</td>
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<td>891.635</td>
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<td></td>
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<td>891.775</td>
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</tbody>
</table>

* Code of Federal Regulations
Timeline

• A claim must be submitted within 180 days
  – 180 days from the date the vacated unit is available for occupancy.
• Two attempts are allowed to get a claim processed.
  – Initial claim submission
  – Resubmission (within 30 days from the date of notice)
• Claims will be reviewed and processed within 30 calendar days.
• Owners must request payments for an approved claim within 90-days from the approval notice date.
• Approved as well as denied claims, along with supporting documentation, must be maintained for at least three (3) years from the date of the action.
Special Claims Submission

- HUD Form HUD 52671-A and 52670-A Part 2;
- Checklist;
- Security Deposit Disposition Statement (letter must be sent certified mail);
- Breakdown of cost (Itemized list of charges, receipts, invoices, work orders, etc.);
- Evidence that the Security Deposit was collected (e.g., Lease, Tenant Ledger, or payment receipt);
- Make ready form or reconditioning log;
- Move-in & Move-out Inspection forms;
- Certification that damages are beyond normal wear and tear;
- Documentation that the debt was sent to a collection agency and collection efforts made by the agency;
- Move-in HUD 50059 data form;
- TRACS Move-in/Move-out Report;
- TRACS Certification Queries; and
- Copy of the Waiting list with an audible trail.
  - If the property does not have a waiting list, marketing efforts must be provided.
  - In-house unit transfer list should be provided for transfers.
National Housing Compliance
MANDATORY CHECKLIST

Special Claims for Unpaid Rent/Damages

Project Name: ________________________________
Contract Number: ____________________________
Unit Number: ________________________________

Attach the following required items to the claim submission. Please note that new regulations accommodate only one original submission and one re-submission.

You cannot claim for damages if reimbursement was made from the Reserve for Replacements, the Residual Receipts account or insurance coverage. If the loss was insured you are encouraged to file an insurance claim prior to submitting a claim to HUD.

A. For all claim submissions:
1. _____Completed form HUD-52670-A, Part 2. (Please make sure you sign this form).
2. _____Completed form HUD-52671-A. (Please make sure you sign this form).
3. _____Copy of this completed checklist.
4. _____Has it been more than 180 days since unit was ready for occupancy? Yes: ___ No: ____ (If yes, do not submit).
5. _____TRACS window printout showing move-in/move-out dates.

B. If claim is for both unpaid rent and other charges and tenant damages are for the same unit and tenant, the claim for tenant damages must be calculated on the same form HUD-52671-A and filed as one claim.

C. Unpaid rent and other charges:
1. _____Documentation, such as a copy of the original lease or a copy of a security deposit receipt indicating the amount of the security deposit collected from the tenant.
2. _____A copy of the signed form HUD-50039 completed at move-in.
3. _____A certified letter sent to the tenant detailing the unpaid rent and other charges, the disposition of the security deposit, demanding payment, and advising the tenant that failure to pay the sums due will result in the owner/agent hiring a collection agency to collect the debt. Letter must be sent certified within 30 days after move out date.
4. _____Copy of the certified mail receipt or other documents as proof the letter was sent.
5. _____A copy of the security deposit disposition notice provided to the tenant.
6. _____Documentation that the matter was turned over to a collection agency and that collection agency arranged to collect the debt.
7. _____Reconditioning log which shows dates work was completed and the unit ready for occupancy date.
8. _____Documentation for other charges that were due under the lease that demonstrates the charges were approved by HUD.

D. Tenant damages. In addition to documentation for unpaid rent and other charges:
1. _____Copies of the signed and dated move-in and move-out inspection reports for the former tenant.
2. _____Copies of the signed and dated move-in inspection reports for the new tenant.
3. _____Itemized list of damages.
4. _____Breakdown of costs to repair the damages, which may include invoices, receipts, copies of work orders or maintenance records, supporting dates work was completed.
5. _____The owner/agent must certify the submitted claim is not the result of normal wear and tear or routine maintenance. (See attached life expectancy chart and examples of normal wear and tear vs. tenant damage.)
<table>
<thead>
<tr>
<th>Head of Household Name Last, First, Initial</th>
<th>Unit Number</th>
<th>Unpaid Rent from HUD 52071-A</th>
<th>Tenant Damages from HUD 52071-A</th>
<th>Rent-Up Vacancies from HUD 52071-B</th>
<th>Regular Vacancies from HUD 52071-C</th>
<th>Debt Service from HUD 52071-D</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
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</tbody>
</table>

**Totals**

I certify: (a) the above amounts have been computed in accordance with all instructions and requirements prescribed by HUD and the applicable Section 8 / PAC / PRAC Contract; (b) all prerequisites to and conditions for the assistance claimed have been met; and (c) all required documentation will be retained in the project's files for 3 years.

Owner's printed name, signature, date and phone no.

HLD/Contract Administrator Review

- [ ] Claim approved.
- [ ] Claim adjusted. Reason:
- [ ] Claim denied. Reason:

Official's name, signature, and date.
## Special Claims for Unpaid Rent / Damages

### Instructions
Follow guidelines in HUD Handbook 4350.3, Rev. 1 Chapter 9.

### Total amount collected from tenant

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Enter the security deposit amount required.</td>
</tr>
<tr>
<td>2.</td>
<td>Enter the security deposit amount collected.</td>
</tr>
<tr>
<td>3.</td>
<td>Enter the greater of lines 1 and 2.</td>
</tr>
<tr>
<td>4.</td>
<td>Enter the interest earned on the security deposit.</td>
</tr>
<tr>
<td>5.</td>
<td>Enter the money collected for unpaid rents and damages (from tenant, insurance, etc.).</td>
</tr>
<tr>
<td>6.</td>
<td>Total amount collected. Add lines 3 through 5.</td>
</tr>
</tbody>
</table>

### HUD’s maximum liability

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>Enter the monthly contract rent at move-out for Section 8 or PAC units, or the monthly operating rent for Section 202/811 PAC.</td>
</tr>
<tr>
<td>8.</td>
<td>Subtract line 6 from line 7 (equals maximum HUD liability). If this amount is 0 or negative, stop! This exceeds HUD’s maximum and no claim is allowed.</td>
</tr>
</tbody>
</table>

### Unpaid rent claim

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Enter the rent and any other allowable charges due under the lease that were charged but unpaid at move-out.</td>
</tr>
<tr>
<td>10.</td>
<td>Subtract line 6 from line 9 (not less than 0).</td>
</tr>
<tr>
<td>11.</td>
<td>Enter the lesser of lines 8 and 10. Round to the whole dollar. Also, enter in column 3 on HUD 52870-A Part 2.</td>
</tr>
</tbody>
</table>

### HUD’s remaining liability applicable to damages

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>Subtract line 11 from line 8. If this amount is 0 or negative, stop! This exceeds HUD’s maximum and no claim for damages is allowed.</td>
</tr>
<tr>
<td>13.</td>
<td>Enter cost to repair damage.</td>
</tr>
<tr>
<td>14.</td>
<td>Enter the remaining amount of the security deposit (line 6 minus line 9). This cannot be less than 0.</td>
</tr>
<tr>
<td>15.</td>
<td>Amount of damage exceeding the remaining security deposit (line 13 minus line 14). This cannot be less than 0.</td>
</tr>
<tr>
<td>16.</td>
<td>Enter the lesser of lines 12 and 16. Round to the whole dollar. Also, enter in column 4 on HUD 52870-A Part 2.</td>
</tr>
</tbody>
</table>

I certify: (a) I billed tenants for unpaid rent or damages and took all reasonable steps to collect the debt. (b) I determined the damage claim was due to the tenant’s negligence or abuse. (c) All documentation will be retained in the project’s file for 3 years.

Owner’s printed name, signature, and date

<table>
<thead>
<tr>
<th>HUD/Contract Administration Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claim approved</td>
</tr>
<tr>
<td>Claim adjusted, Reason:</td>
</tr>
<tr>
<td>Claim denied, Reason:</td>
</tr>
<tr>
<td>Official’s name, signature, and date</td>
</tr>
</tbody>
</table>
Damages

• Claims for damages will not be approved, if reimbursement was made from:
  – Reserve for Replacement;
  – Residual receipts; or
  – Insurance Coverage.
Recouped Special Claims Funds (RSPC)

• RSPC
  – A new miscellaneous accounting request code.
• Allows Owner/Agents (O/A) to return funds to HUD.
• The code is applicable when the resident returns to pay for unpaid rent and damages.
• The code is used to return all or a portion of the funds to HUD.
Best Practices

- Follow the guidelines and checklist instructions;
- Review calculations for accuracy (e.g., Did I use the correct number of days? Did I deduct the security deposit?);
- Review TRACS report to ensure that the applicable household(s) are listed (the certifications must appear in TRACS);
- Apply security deposit interest to the tenant’s account;
- Submit the claim within the required timeframe;
- All units should be listed in form HUD-52670-A Part 2;
- Utilize a life-expectancy log; and
- Ensure that the applicable HUD form(s) are signed and dated.
Resources

- **Special Claims Processing**

- **Special Claims Processing Questions and Answers**

- **HUD’s TRACS website**
REPAYMENT AGREEMENTS
FROM START TO FINISH

Umeka Taylor
National Housing Compliance (NHC)
Renaissance Marriot
Rosemont, Illinois
April 21, 2015
HUD Update

• 30-Day Extension of TRACS 202D Conversion
  – 202D Conversion Start Date: August 1, 2014
  – 202C Conversion End Date: February 27, 2015

• 202C Transactions received on or after March 2, 2015 will be rejected.

  » See RHIIP Listserv Posting #327
Today’s Overview

1. Meeting with Household & Verifying Income Discrepancies

2. Developing & Implementing a Repayment Agreement

3. 202D HUD-52670-A Part 6 Repayment Agreement Schedule
Overpayments of Assistance

- HUD must be reimbursement for all overpayments of assistance.
  - This includes assistance received in error by:
    - Tenants
    - Owner-Agent
Unreported/Underreported Income

• Tenants are obligated to reimburse the O/A when:
  – The household fails to report income; and
  – Income is underreported.
    • See HUD Model Lease Paragraph 18, 14, or 12

• Tenants are not required to reimburse assistance when the error was caused by the O/A.
Applicant/Tenant Obligations

- To reimburse the Owner for the total overpayment.
  - The recoupment is effective as of the date the overpayment began but not to exceed 5-years.
- To provide accurate information on applications and for certifications.
- To follow the rules as set forth in the HUD Model Lease.
- To report changes and receipt of income
- To certify the information as reported on the HUD 50059 data form.

» The household's failure to disclose required information results in the household being charged less rent than required.
Owner’s Obligations

- Investigate income discrepancies of $2,400 or more as reported on the EIV Income Discrepancy Report as well as other sources;
- Verify the disputed data by obtaining third party verification;
- Meet with the tenant and notify him/her of the results of the investigation within 10 days of notification of the results;
- Maintain certification documentation in accordance with HUD requirements, the term of tenancy plus three years.
  - The O/A cannot require tenants to repay assistance without having the historical data applicable to retroactive certifications.
  - The O/A cannot require tenants to repay when the error was caused by the O/A undercharging rent.
- Correct applicable certifications without exceeding 5-year restriction.
- Will not apply monthly rental payments toward the repayment amount
  - Thus, causing the household to be delinquent in current rent and adding fees.

*The O/A is not required to reimburse HUD immediately for overpayments of assistance.*
Reimbursement to Tenant

• During the meeting with the tenant, the O/A must provide written notification to the household.

• The notice must include:
  – The effective date and amount of the retroactive rent change;
  – The new monthly rent;
  – The amount of the overpayment due to the tenant; and
  – The tenant must acknowledge how he/she wants to be reimbursed:
    • Immediate payment in full
    • Applied to monthly rental payment(s)
Adverse Action/Fraud

• The O/A will not suspend, terminate, or reduce the assistance payment based solely on EIV data.
  – The data must be verified with the third party prior to taking adverse actions.
  – Tenants can be forced to repay funds as a result of a civil action taken by the Owner or court action by the Office of Inspector General (OIG).

• When fraud is suspected, the O/A should report the incident to the local HUD OIG Office of Investigation.
Repayment Agreement must:

• Include the total amount owed, the payment arrangement, and/or the lump sum amount;
• Reference the paragraph of the lease in which the resident is non-compliant;
• Contain a clause explaining that the terms of the agreement will be renegotiated if the family’s income increases or decreased by at least $200/month;
• Include a statement that the repayment amount is in addition to the monthly rental payment and is payable to the Owner/Agent (O/A);
• Indicate that late/missed payments constitute default and may result in termination of assistance and/or tenancy.
• Be signed and dated by the head of household and the O/A.
  – HUD recommends that Head of household as well as the family member(s) with the unreported and/or underreported income sign and date the agreement.
Residents that fail/refuse to enter into an agreement for a balance owed is non-complaint. This may result in termination of tenancy.

(See HUD Handbook 4350.3, Rev-1, Chg-4, Paragraph 8-21)

Repayment Agreement Options

• Lump sum payment;
• Entering into an agreement with the Owner/Agent (O/A); or
• Lump sum down payment & enter into an agreement with the O/A for the remaining balance.
Monthly Payments

• The agreement must be affordable and based on the family’s income.
• Should not exceed 40* percent of the family’s monthly adjusted income
  – Monthly Rental Payment (30%) plus Repayment Agreement (10%)

*Unless the resident agrees to pay a higher amount

Example

Annual Adjusted Income = $6,000
Monthly Adjusted Income = $500
40% Adjusted Income = $200
Tenant Rent (30%) = $150
Repayment (10%) = $50

Amount owed = $2,000
Deposit = $200
Agreement = $1,800

$1,800/$50 = 36 months

The Agreement is for 36 months.
Summary of Collections

• The O/A is required to maintain a record of the amounts collected and disbursed for tenants.

• The records must include:
  – Date of payment receipt;
  – Detail account of expenses incurred;
  – Amount retained for incurred expenses;
  – Voucher submission date; and
  – Amount of reimbursement to HUD.
In Appreciation of All Your Hard Work...

- The O/A is able to recover funds for expenses incurred while collecting improper payments.
  - Expenses include staff time (e.g., meeting with the tenant, verifying income, drafting the agreement, sending notification to tenant, generating voucher adjustments, and making arrangements with the collection agency).
- Maximum retention is 20%
  - Must be deposited into the project’s operating account.
- If the household does not pay, should the balance be sent to a collection agency?
  - If the collection fee is higher than 20%, the O/A is responsible for paying the additional percentage of the collection fee to the agency.
- Fees are collected as the household makes payments.
HUD has recovered 1.9 billion in over- and under-income by means of the Rental Housing Integrity Improvement Project (RHIIP) initiative.
Form HUD-52670

- Form HUD-52670 was revised to include a space to list the total page amount of form HUD-52670-A, part 6

- The Repayment Agreement transactions.
  - See Part III, 8. e.

- All Repayment Agreements must be entered on the new part 6 of form HUD-52670A
- This form replaces entries posted as OARQ Miscellaneous Account Adjustments.
- This section only applies agreements regarding assistance paid in error (not for damages, etc...)
- The total amount of all repayment agreements will be displayed on the voucher, HUD-52670 (Item 10e) every month.
# Type of Assistance

<table>
<thead>
<tr>
<th>Tenant Assistance Payments for (mo./yr.)</th>
<th>Units in Billing</th>
<th>Amount Requested</th>
</tr>
</thead>
</table>

- Entitled to Regular Tenant Assistance Payments
- Section 8 Special Claims for Unpaid Rent
- Section 8 Special Claims for Tenant Damages
- Section 8 Special Claims for Vacancies
- Section 8 Special Claims for Debt Service
- Miscellaneous Accounting Requests

**Rent Agreements**

- Subsidy Authorized under instructions in Handbook 4350.3 Rev. 1

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**Part IV - Distribution of Subsidy Earned (HUD/CA Use Only)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>12.</td>
<td>Applied to HUD-held mortgage</td>
</tr>
<tr>
<td>13.</td>
<td>Applied to debts owed by mortgagor</td>
</tr>
<tr>
<td>14.</td>
<td>Paid to Project</td>
</tr>
<tr>
<td>15.</td>
<td>$ of the amount in item F, part III was released from the Residual Receipts Account</td>
</tr>
</tbody>
</table>

**Certification**

I certify that: (1) Each tenant’s eligibility and payment was computed in accordance with HUD’s regulations, procedures, and the Contract, and are payable under the Contract; (2) inspections have been completed; (3) the units for which is billed are decent, safe, sanitary, and occupied or available for (4) no amount included on this bill has been previously billed or paid; (5) data on which this request for payment is based are true and (6) I have not received and will not receive any payments or other funds from the tenant or any public or private source for the unit beyond that provided in the assistance contract or the lease, except as permitted by the Department of Housing and Urban Development, its representative, or the Comptroller General of the United States, I am liable for audit all books, records and documents related to tenants’ payments.

**Printed Name, Date, Title & Phone No. (include area code) & Signature**
Now What?

• Scenario 1
  – Household moves out or skips
    • HUD 50059s not signed
    • No agreement
    • Nothing to transmit to HUD

• Scenario 2
  – Household partially complies
    • Signs HUD 50059 forms
    • Refuses to sign the agreement
    • Certification(s) must be transmitted to HUD
    • Assistance does not have to be returned to HUD
    • Owner/Agent initiates termination of tenancy
    • Select “None” as agreement type.

• Scenario 3
  – Household agrees
    • Signs HUD 50059 forms
    • Sign the agreement

• Scenario 4
  – Owner/Agent initiates termination of tenancy.

• Scenario 5
  – Household in Scenario 2 has a change on heart
    • Returns and signs the agreement
    • Change Select type from “None” to “Tenant” as agreement type.

• The status of repayment agreements can change.
  – The repayment type is “None” or “Tenant”.
Repayment Agreements for Schedule of Tenant Assistance Payments Due

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</tbody>
</table>
Owner Repayment Agreements

• Owners must reimburse HUD for Owner’s errors.
  – *(See HUD Handbook 4350.3, Rev-1, Chg-4, Paragraph 8-21B)*

• Owner Agreements will also be entered on HUD-52670-A Part 6.

• Select “Owner” as the agreement type.
What Next?

• HUD plans to add other forms of income (e.g., Welfare, Pension income, and Child support payment)

• HUD is considering blocking federal financial benefits to households that skip or walk away from their responsibility of repaying assistance.
Summary

• Define your challenges
  – Keeping Track of EIV reports and discrepancies
  – Scheduling time to meet with residents
  – Updating forms and notices

• HUD’s expectation
  – Monitor and document
  – Assistance payment is paid as required

• Keep your eye on the goal
  – Organization is the key to keeping up with EIV reports
  – Staying abreast of new HUD requirements
  – Attend trainings
Resources

• HUD’s TRACS website

• TRACS 202D Final Industry Specification Document

• Notice H 2013-06 Enterprise Income Verification (EIV)
Resource for Tenants

- Housing Counseling Agency website
  [http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm)

*The Housing Counseling Agency is available to assist tenants with entering into a repayment agreement with the O/A.*
QUESTIONS?

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umeka.taylor@nhcinc.org
REPORTING REPAYMENT AGREEMENTS

Vicki Cole
Renaissance Marriott
Rosemont, Illinois
April 21, 2015
Repayment Agreements

- If the tenant or OA has multiple repayment agreements running simultaneously (one agreement for one situation and another agreement with additional situations), payments should be reported separately for each agreement.

- If a repayment agreement is renegotiated as a result of a change in tenant’s financial circumstances or for any other reason, reporting for the revised agreement must be under the same Agreement Id.

- If there is a repayment agreement in effect and a tenant is involved in a new instance of misreporting, a new agreement must be created.
**Repayment Agreements**

- Tenant refuses to cooperate in the investigation and moves out without signing any certifications. There is no repayment agreement. No retroactive certifications are created or transmitted.

- Tenant remains in unit; verifications are completed; tenant does not sign certifications. There is no repayment agreement. No retroactive certifications are created or transmitted.

- Tenant signs certifications but does not sign a repayment agreement: Certifications are transmitted and the total adjustments caused by the certifications are reversed with an Agreement type N (no repayment).

- Tenant signs certifications and repayment agreement: Certifications are transmitted and the total adjustments caused by the certifications are reversed. The Agreement type is T (Tenant).
Transitioning Repayment Agreements from 202.C to 202.D

• Under 2.0.2.D, repayment agreement transactions will no longer be transmitted as Miscellaneous Requests (OARQ’s). Instead, repayment agreement transactions are to be transmitted as Section 7 Repayment Agreement records.

• This means that the first 2.0.2.D transaction for a particular agreement must include an Agreement ID that is unique within the project.

• It must be assigned and transmitted unchanged for all subsequent transactions for that agreement.

• The original Agreement Date along with the original Agreement Amount is required.

• The Ending Balance on the agreement as a result of the current transaction must be filled.
Repayment Agreement

(Submit one Section 7 Record for each repayment agreement or improper payment transaction)
## Repayment Agreements for Schedule of Tenant Assistance Payments Due

**U.S. Department of Housing and Urban Development**

**HUD -52670-A**

Before completing this form, read and follow the instructions in the Monthly Activity Transmission (MAT) User's Guide. See the statements on the form HUD-52670 information on public burden.

### Table: Repayment Amounts

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Head of Household Name (Last, First)</td>
</tr>
<tr>
<td>7.</td>
<td>Unit Number</td>
</tr>
<tr>
<td>8.</td>
<td>Agreement ID</td>
</tr>
<tr>
<td>9.</td>
<td>Agreement Date</td>
</tr>
<tr>
<td>10.</td>
<td>Agreement Type</td>
</tr>
<tr>
<td>11.</td>
<td>Repayment Amount</td>
</tr>
<tr>
<td>12.</td>
<td>Amount Paid</td>
</tr>
<tr>
<td>13.</td>
<td>Balance</td>
</tr>
<tr>
<td>14.</td>
<td>Amount Retained</td>
</tr>
<tr>
<td>15.</td>
<td>Amount Requested</td>
</tr>
<tr>
<td>16a.</td>
<td>Approved (HUD/ICA use only)</td>
</tr>
</tbody>
</table>

### Notes:

- **T** = Tenant
- **N** = No repay.
- **O** = Owner

### Diagram:

- **Unique ID**
- **Repayment Amount**
- **Alterations to Agreement**
- **Amount Paid**
- **Balance**
- **Amount Retained**

### Form Details:

- **Head of Household Name:** Smith, John
- **Unit Number:** 3
- **Agreement ID:** 12345
- **Agreement Date:** 07/09/13
- **Agreement Type:** T
- **Repayment Amount:** 500
- **Amount Paid:** -100
- **Balance:** 300
- **Amount Retained:** 0
- **Amount Requested:** -100
- **Approved (HUD/ICA use only):** -100

### Form Information:

- **OMB Approval No.: xxxx-xxxx (xxxxxx)***
- **Section 8 PAS/PRAC Contract No.: WA1111111111**
- **Total for this page:** -100
- **Page ___ of ___**

*Previous editions are obsolete*
Questions

Should you have any further inquiries, please contact:

Vicki Cole
Contract Management Services
Quality Assurance Supervisor
Ph: (360) 616-7264
E-mail: victoria.cole@nhcinc.org
Tips for Owners/Agents

• **Gross Rent Effective Dates**
  - Are effective to coincide with contract anniversary date per HAP Contract language.
  - Mid-Month effective dates can be changed during contract renewal (O/A must request change at contract renewal).
  - Gross Rent certifications (50059-A) effective dates must match rent schedule executed by PBCA/HUD.
  - PBCA/HUD will reject the files if the effective date does not match PBCA/HUD executed rent schedule.
  - Owners/Agents must work with PBCA Asset Management Team to change effective dates.
Tips for Owners/Agents

TRACSmail ID

Verify software is sending to the correct TRACSmail ID. Including both the sender (your) TRACSmail ID and receiver’s (CA) TRACSmail ID.

Why is this important?

- Will ensure messages are transmitted to CA.
- Will ensure messages from TRACS are transmitted back to you.
- Will transmit the final approved voucher back to you.
Review TRACS Queries

Be Proactive

Queries/Reports

**Voucher**
- Contract/Project Based Voucher Summary Query
- Voucher Detail/Summary Reports
- Voucher Query
- Voucher Tenant Compliance Query

**Tenant**
- Assistance Payment Query
- Certification Query
- Certifications with Discrepancies Query
- Late Recertification Query
- Move-In/Move-Out Query
- Multiple Occupancy Query
- Project Evaluation Query
- Tenant Unit Address Query
- Verification Query
Certification Query: Displays the most current active household certification within the past 15 months.

Certification History List: Allows Owners and CA ability to review the certification history for a household in the project.

Certification Discrepancies Report: Report contains information for Owner or CA on certifications containing discrepancies and gives information for corrections.

Late Rectification Report: Query lists households within your project that are late in recertifying.

Move-In/Move Out Query: Provides a list of all move-ins and move-outs for a specific property.

Voucher Query: Allows for Owners and CA the ability to retrieve detailed information regarding vouchers that have been submitted for payment.
Tips for Owners/Agents

Sending Appropriate Certifications

Incorrect- transmission of an $0 HAP Annual
Correct- transmit a Termination of subsidy

Annual Certification – required annually corresponding to month of move in, unless otherwise approved by HUD.

Interim Certification- reporting changes of income or family composition during the year.

Initial Certification- establish subsidy for a tenant that was ineligible at move in, or previously terminated.
Discrepancy Notification

RE: Wisteria Lane, GA060000000 - 02/2015 Voucher

There is a $-200 Difference between the amount requested and the amount approved. The explanation follows:

<table>
<thead>
<tr>
<th>Regular Payments</th>
<th>Tenant</th>
<th>Unit #</th>
<th>Requested</th>
<th>Approved</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jones</td>
<td>201</td>
<td>$750</td>
<td>$650</td>
<td>Paying per Current Certification</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adjustments</th>
<th>Tenant</th>
<th>Unit #</th>
<th>Requested</th>
<th>Approved</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jones</td>
<td>201</td>
<td>$100</td>
<td>$0</td>
<td>No adjustment due (1/2015 AR not received)</td>
</tr>
</tbody>
</table>
Corrections to file transmissions

Tips to ensure a timely payment
When transmitting revised tenant certifications also transmit a revised Voucher (MAT 30).

Why is this important?
Doing so will ensure the monthly HAP payment, adjustments, and Voucher (MAT 30) equal.

O/A software will reflect the same data as CA software and TRACS.
Helpful Links and guides

TRACS HUD Homepage:

2.0.2D MAT Guide and Specifications:

TRACS Announcements:

TRACS Discussion Forum:
Questions

Should you have any further inquiries, please contact:

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Ph: (360) 616-7264
E-mail: victoria.cole@nhcinc.org