



Relocation Assistance Guidelines

In general, owners of projects which funding includes federal monies should adhere to regulations set forth under the [Uniform Relocation Assistance Act of 1970 \(URA\)](#), which objectives are:

- To provide uniform, fair and equitable treatment of tenants whose real property is acquired or who are displaced in connection with federally funded projects
- To ensure relocation assistance is provided to displaced tenants to lessen the emotional and financial impact of displacement
- To ensure that no individual or family is displaced unless decent, safe, and sanitary (DSS) housing is available within the displaced tenant's financial means
- To help improve the housing conditions of displaced tenants living in substandard housing
- To encourage and expedite acquisition by agreement and without coercion

VHDA guidelines are similar to URA; however, our guidelines focus on residents/tenants who are *displaced* as a direct result of the rehabilitation, demolition and/or construction of LIHTC projects.

VHDA guidelines must be followed to qualify for Low Income Housing Tax Credits (LIHTC) and will be incorporated by reference in and enforced by the Contract to Enforce Representations. Furthermore, violation of these guidelines will result in a penalty against future Reservation Applications.

Owner's Responsibility to Tenants

Permanent Relocation: A tenant is *displaced* (permanent relocation) if he/she cannot return to his/her original unit. If a tenant is *displaced*, then the owner must provide the tenant Advisory Services and Moving Cost Reimbursement (Full Relocation Assistance).

Advisory Services

Include:

- Providing referrals for tenants to replacement properties
- Providing tenants with written information
- Providing appropriate translation and counseling for tenants who are unable to read and understand notices
- Communicating the name and telephone number of a contact person who can answer questions or provide other needed help
- Providing transportation for tenants needing to look at other housing, especially those who are elderly or disabled
- Giving special consideration to the needs of families with school age children
- Extending regular business hours, including evenings and weekends, so that tenants won't have to miss work

Moving Cost Reimbursement

Owner's moving cost reimbursement to the tenant is limited to \$100.00 if either of the following applies:

- a. A tenant has minimal possessions and occupies a dormitory style room, or
- b. A tenant's move is performed by an agency at no cost to the tenant

If neither 'a' nor 'b' above applies, and the tenant opts to move his/her belongings, the reimbursement to the tenant may be based on one or a combination of the following:

1. Based on the Federal Highway Administration's [Fixed Residential Moving Cost Schedule](#) (see Virginia)
2. Based on tenant's actual reasonable moving and related expenses

The Fixed Residential Moving Cost Schedule includes moving costs and utility connection expenses and is based on the number of rooms of furniture, **not** the number of bedrooms per unit.

'Tenant's actual reasonable moving and related expenses' are defined as

- i. The lower of two bids or estimates prepared by a commercial mover; or
- ii. Receipted bills for labor and equipment

Hourly labor rates should not exceed the rates paid by a commercial mover to employees performing the same activity and, equipment rental fees should be based on the actual rental cost of the equipment but not to exceed the cost paid by a commercial mover.

Temporary Relocation: A tenant who is temporarily relocated is not *displaced* if he/she can return to the original unit, e.g. the unit occupied by the tenant. The owner does not have to provide Advisory Services, as noted above; however, the property owner

1. Guarantees that the tenant can return to his/her same unit
 2. Pays the tenant's moving costs to and from the temporary location (*two moves*)
- A. The tenant may agree in writing to permanently relocate to the unit which has been designated their temporary unit. If the tenant agrees to permanently relocate to the temporary unit, then management is responsible for costs of *one move*. Said agreement shall be kept by management in the tenant file; or
- B. May agree in writing to permanently relocate to 'another newly renovated unit' (two moves). Said agreement shall be kept by management in the tenant file

The owner must contact any tenant who has been temporarily relocated for longer than one year and provide to the tenant Advisory Services and Moving Cost Reimbursement (Full Relocation Assistance). This assistance will be in addition to assistance the tenant has already received for temporary relocation and may not be reduced by the amount of temporary relocation assistance already received.

Tenant Notices (Full Communication of Plans)

Whether a tenant is permanently or temporarily relocated, the owner must inform him/her in writing of relocation and renovation plans as soon as possible. Open communication with tenants is helpful for both the owner and tenants as it helps to minimize rumors and misunderstandings. The following notices are required:

Note: It may be necessary for the owner to arrange for an interpreter or interpreters to help non-English speaking tenants understand the owner's plans for the property.

1. *Notice of Intent to Acquire.* A Notice of Intent to Acquire is an owner's written communication to a tenant to be displaced, which clearly sets forth the owner's intent to acquire the property; it also establishes eligibility for relocation assistance.
2. *General Information Notice.* As soon as feasible, a tenant scheduled to be displaced shall be furnished with a general written description of the owner's relocation program which does at least the following:
 - Informs the tenant that he or she may be displaced for the project and generally describes the relocation payment(s) for which the tenant may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
 - Informs the tenant to be displaced that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the tenant to successfully relocate;
 - Informs the tenant to be displaced that he or she will not be required to move without at least 120 days advance written notice (see paragraph 4 of this section);
 - Informs the tenant to be displaced that any tenant who is an alien, not lawfully present in the United States, is ineligible for relocation advisory services and relocation payments; and
 - Describes the tenant's right to appeal the owner's assistance determination
3. *Notice of Relocation Eligibility.* Eligibility for relocation assistance shall begin on the date of a Notice of Intent to Acquire, the initiation of negotiations, or actual acquisition, whichever occurs first. When this occurs, the owner shall promptly notify all tenants in writing of their eligibility for applicable relocation assistance.
4. *120-Day Notice.* No lawful tenant shall be required to move unless he or she has received at least 120 days advance written notice of the earliest date by which he or she may be required to move. Virginia State law requires a 120-day vacate notice for all condo and co-op conversions and for any change in the use of buildings with at least four rental units. These guidelines extend that notice period to all rental units vacated as a result of acquisition, rehabilitation or demolition that will displace existing tenants.

Content of 120-day Notice - The 120-day notice shall either state a specific date as the earliest date by which the tenant may be required to move or state that the tenant will receive a further notice indicating, at least 30 days in advance, the specific date by

which he or she must move. If the 120-day notice is issued before a comparable replacement dwelling is made available (i.e. tenant given a specific address), the notice must state clearly that the tenant will not have to move earlier than 30 days after such a dwelling is made available.

In unusual circumstances, a tenant may be required to vacate the property on less than 120 days advance written notice if the owner determines that a 120-day notice is impracticable, such as when the tenant's continued occupancy of the property would constitute a substantial danger to his/her health or safety. A copy of the owner's determination shall be included in the applicable tenant file.

5. *30-Day Notice.* The 30-day notice shall state (1) the specific date by which the tenant is required to move; (2) if applicable, the address to which the tenant will be relocated; (3) if applicable, the date on which the move-in inspection will be completed; and (4) if applicable, the date that the tenant will receive keys to his/her unit.

Processing Tenant Moving Cost Reimbursement Claims

To support claims for relocation, the tenant must provide documentation, including bills, certified prices, appraisals and other evidence of expenses. In addition:

- Owners must provide reasonable assistance necessary to complete and file tenants' claims for payment.
- Moving cost reimbursements shall be made upon receipt of billing documentation from the tenant.
- Owners must provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent.
- Owners must make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship.
- If the owner disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination and the procedures for appealing that determination.
- An owner shall not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits.

Owner's Responsibility to VHDA

At Reservation Application and/or 120 days prior to commencing rehab, owners are required to submit a *Renovation and Relocation Plan* (the Plan) to VHDA's Tax Credit Allocation Department and make copies available to tenants. The *Plan* should be property specific, comprehensive, updated as changes are made and include, at a minimum:

1. The name, address and contact person for the owner and management company
2. The scope of the work to be completed, phasing, including estimated timetables
3. Planned measures to minimize construction impact on occupied units
4. Projected rents and rental policies after rehab, if applicable
5. Advisory services to be offered, if permanent relocation

6. Summary determination as to Moving Cost Reimbursement (rent roll format; by tenant, by unit)

Owners must document compliance, including in each tenant's file all documentation related to relocation, including notices and canceled checks.

No later than 30 days after the last tenant is relocated (based on timeline provided to VHDA in the Renovation and Relocation Plan), the owner must provide to VHDA, the final summary schedule of moving costs made to tenants (rent roll format; by tenant, by unit), along with a Certification by the owner that it has met VHDA Moving Cost Reimbursement and Relocation Assistance Guidelines.

REQUIRED NOTICE WHEN BUILDINGS UNDERGO CHANGE

Section 55-222 of the Code of Virginia requires 120 days' notice to tenants being vacated from any building containing at least 4 residential units, if the building is to be renovated, demolished, sold on a contract requiring an empty building, or converted to hotel, motel, apartment hotel, or other commercial use. Furthermore, the Virginia Condominium Act requires in Section 55-79.94(b), as amended in 1980, that tenants of all complexes being converted to condominiums be given 120 days' notice to vacate.

For buildings containing fewer than 4 residential units, VHDA requires the same 120-day vacate notice to tenants.

[Virginia Code Section 55-222](#)

A TENANCY FROM YEAR TO YEAR MAY BE TERMINATED BY EITHER PARTY GIVING THREE MONTHS' NOTICE, IN WRITING, PRIOR TO THE END OF ANY YEAR OF THE TENANCY, OF HIS INTENTION TO TERMINATE THE SAME. A TENANCY FROM MONTH TO MONTH MAY BE TERMINATED BY EITHER PARTY GIVING 30 DAYS' NOTICE IN WRITING, PRIOR TO THE NEXT RENT DUE DATE, OF HIS INTENTION TO TERMINATE THE SAME. HOWEVER, 120 DAYS' WRITTEN NOTICE IS REQUIRED IF THE TERMINATION IS DUE TO REHABILITATION OR A CHANGE IN THE USE OF ALL OR ANY PART OF A BUILDING CONTAINING AT LEAST FOUR RESIDENTIAL UNITS. CHANGES SHALL INCLUDE BUT NOT BE LIMITED TO CONVERSION TO HOTEL, MOTEL, APARTMENT HOTEL OR OTHER COMMERCIAL USE, PLANNED UNIT DEVELOPMENT, REHABILITATION, DEMOLITION OR SALE TO A CONTRACT PURCHASER REQUIRING AN EMPTY BUILDING. THIS 120-DAY NOTICE REQUIREMENT SHALL NOT BE WAIVED; HOWEVER, A PERIOD OF LESS THAN 120 DAYS MAY BE AGREED UPON BY BOTH THE LANDLORD AND TENANT IN A WRITTEN AGREEMENT SEPARATE FROM THE RENTAL AGREEMENT OR LEASE EXECUTED AFTER SUCH NOTICE IS GIVEN AND APPLICABLE ONLY TO THE 120-DAY NOTICE PERIOD. WHEN SUCH NOTICE IS TO THE TENANT IT MAY BE SERVED UPON HIM OR UPON ANYONE HOLDING UNDER HIM THE LEASED PREMISES, OR ANY PART THEREOF. WHEN IT IS BY THE TENANT IT MAY BE SERVED UPON ANYONE WHO, AT THE TIME, OWNS THE PREMISES IN WHOLE OR IN PART, OR THE AGENT OF SUCH OWNER, OR ACCORDING TO THE COMMON LAW. THIS SECTION SHALL NOT APPLY WHEN, BY SPECIAL AGREEMENT, NO NOTICE IS TO BE GIVEN; NOR SHALL NOTICE BE NECESSARY FROM OR TO A TENANT WHOSE TERM IS TO END AT A CERTAIN TIME.

THE WRITTEN NOTICE REQUIRED BY THIS SECTION TO TERMINATE A TENANCY SHALL NOT BE CONTAINED IN THE RENTAL AGREEMENT OR LEASE, BUT SHALL BE A SEPARATE WRITING.

* * * * *