



# Office Hours: Rule Changes & HOME 2025 Changes

May 8, 2026


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## Contact Information

<b>Mailing Address:</b> TDHCA PO Box 13941 Austin, TX 78711-3941	<b>Physical Address:</b> TDHCA 221 East 11 <sup>th</sup> Street Austin, TX 78701
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**Website:** <https://www.tdhca.texas.gov>  
**Email:** [multifamilycompliance@tdhca.texas.gov](mailto:multifamilycompliance@tdhca.texas.gov)

**Division Phone Number:** (512) 305-8869  
or (800) 525-0657 (toll free in Texas only)



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## Announcements

### Schedule:

- The webinar and open forum will run from 9:00 am until approximately 11:30 am
- We will take a break mid-morning to shift from the webinar to the open forum
- Staff will be present to answer any questions

### Housekeeping:

- Certificates **will not** be emailed but you will receive an email confirming your attendance, usually within 24-hours in an email from the GoTo Platform, please check your “junk” folders as we cannot reissue these emails
  - If you did not use your emailed link for the training from your registration you will not receive a follow-up email or show as having attended the webinar
- We suggest you silence your phones and put an “out of office” email response to help avoid distractions during the training
- Please pose questions and comments to the “Questions Box”

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## GoTo Meeting Platform

The screenshot displays the GoTo Meeting Platform interface in pre-broadcast mode. The top status bar shows "No active cameras" and a "Start Broadcast" button. The main content area features a large "0" and the message "Nobody has shared their screen or turned on their camera yet". A central panel displays the Texas Department of Housing and Community Affairs logo and the text: "Welcome to the webinar, the presentation will start soon." Below this, it lists "Today's topic: Office Hours and PFC Training for Post June 18, 2023". On the right, a list of participants includes "Manager of Compliance..." and "Christina Thompson". The bottom toolbar contains icons for Record, React, Mic, Camera, Share, Tools, Leave, Captions, and Pop out. Red circles highlight the "React" icon in the bottom toolbar, the "Questions" and "Chat" icons in the top toolbar, and the "Captions" icon in the bottom toolbar.

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## If You or Your Tenants Need Housing Assistance:

If you need housing assistance, such as rental assistance, utility assistance or finding affordable apartments, please contact:

Phone: (800) 525-0657

Email: [info@tdhca.texas.gov](mailto:info@tdhca.texas.gov)

Or visit Help For Texans:

<https://www.tdhca.texas.gov/help-for-texans>



## Resources



## Resources

- **Housing and Urban Development (HUD)**

- <https://www.hud.gov/>
- <https://www.hud.gov/hudclips/handbooks/housing-4350-3>
- [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/hotmaresources](https://www.hud.gov/program_offices/public_indian_housing/hotmaresources)
- <https://www.hudexchange.info/programs/home-arp/>
- <https://www.ecfr.gov/current/title-24/subtitle-A/part-92>

- **Texas Department of Housing and Community Affairs (TDHCA)**

- <https://www.tdhca.texas.gov/>
- <https://www.tdhca.texas.gov/compliance>
- <https://www.tdhca.texas.gov/compliance-manuals-and-rules>
- <https://www.tdhca.texas.gov/compliance-division-staff>
- <https://www.tdhca.texas.gov/programs/multifamily-housing-programs>
- <https://www.tdhca.texas.gov/programs/home-american-rescue-plan>
- [https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=10&interface=VIEW\\_TAC&part=1&subchapter=F&title=10](https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=10&interface=VIEW_TAC&part=1&subchapter=F&title=10)



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## 10 TAC Chapter 10, Subchapter F



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### **§10.601(g) Compliance Monitoring Objectives and Applicability**

A development with one or more HOME, TCAP-RF or HOME Match Units is subject to the 2025 HOME Final rule if a Contract with the Department is executed by both Parties on or after April 30, 2026; a Development with HOME, TCAP-RF and HOME Match Units with a Contract or a LURA executed prior to April 30, 2026, that has executed the applicable amendment(s) to opt-in the entirety of rule (to the extent allowed under federal or state law determined by the Department's Legal Division) are also subject to the HOME Final Rule.

A Development with one or more NSP Units with a Contract executed on or after April 30, 2026, may be subject to elements of the HOME Final rule as further described in the Department's Consolidated Plan Amendment, and as outlined in the Contract and the LURA. A development with one or more NSP Units with a Contract executed prior to April 30, 2026, that also has one or more Units subject to the 2025 HOME Final Rule may be allowed to opt into elements of the HOME Final rule, as determined by the Department's Legal Division.

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### **§10.607(k) Reporting Requirements**

For Developments subject to the 2025 HOME Final Rule, within five (5) Department business days of a change to the Development Owner or management company, the new Owner or management company shall issue a written notice to all households of such a change and contemporaneously update this information via the CMTS Attachment system.

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### §10.611 Determination, Documentation & Certification of Annual Income

- (a) ... will be controlling. **For the BOND program, documentation of income and assets shall be determined in accordance with the HUD Handbook 4350.3 or the IRS guidance for the §42 Housing Tax Credit program (if applicable).** At the time of program designation...
- (c) Department administered programs are permitted to utilize the Section 8 Verification of income process, available on the Department website, for the verification of household income at initial or subsequent annual certifications for households currently utilizing a tenant-based Housing Choice Voucher or project-based Housing Choice Voucher issued under 24 CFR Part 983. This permission is removed if any entity that is in the Control of the operation of the Development or is in any way associated with the certifying Housing Authority. No other means tested verifications are allowable.

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### §10.613 Lease Requirements

- (d) A Development must use a lease or lease addendum that requires households to report changes in student status; **this does not apply for NHTF Units when NHTF Units are fixed and not layered with HTC or another program with a student rule, or when NHTF Units are floating but under the LURA cannot be layered with HTC or another program with a student rule.**
- (e) Owners of HTC, TCAP, [and] Exchange Developments **and Developments subject to the 2025 HOME Final Rule** are prohibited from locking out or threatening to lock out any Development resident, except by judicial process, unless the exclusion is necessary for the purpose of performing repairs or construction work, or in cases of emergency. Owners are further prohibited from seizing or threatening to seize the personal property of a resident except by judicial process unless the resident has abandoned the premises. These prohibitions must be included in the lease or lease addendum.
- (g) An Owner may bifurcate a lease to terminate the tenancy of an individual who is a tenant or lawful occupant and engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against another lawful occupant living in the Unit or other affiliated individual as defined in the VAWA **2022 and as further described in 24 CFR §5.2003 or subsequent federal regulation, and also for HOME ARP QP households persons described under 22 U.S.C. 7102 [2013].**

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### §10.613 Lease Requirements

(o) A Development subject to the 2025 HOME Final Rule must comply with all provisions outlined within this section and the following: (1) Surety bonds, security deposit insurance, and instruments similar to surety bonds or security deposit insurance may not be used in lieu of or in addition to a security deposit for any Unit in a Development with floating Units or for fixed Units in the Designated Units. All security deposits must be fully refundable and may not be greater than two months' rent. (2) A Designated Unit must use the HOME tenancy addendum published by HUD. If HUD does not publish a tenancy addendum, then the Department's version must be used. (3) Leases for Designated Units: (A) A copy of the lease template must be submitted to the Department prior to being implemented or upon any revision; (B) The lease must provide more than one method to communicate directly with the Owner and the property management, including in person, by telephone, email, or through a web portal; (C) For a Development with one or more floating Units, if the Development is not using the same lease template for all Units in the Development, the lease must provide the provisions that will go into effect upon the Unit becoming a Designated Unit; and (D) The lease must provide the following Department contact information: mail: TDHCA P.O. Box 13941, Austin, Texas 78711 phone: (512) 475-3800 email: info@tdhca.texas.gov. (4) All Notices to Vacate must be submitted to the Department no later than 14 days after the notice is issued (in the case of a 30-day notice). In cases where a shorter Notice to Vacate is issued due to imminent threats to other tenants, employees, or property, a copy of the notice must be provided to the Department upon issuance.

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### §10.613 Lease Requirements

(p) For all Developments that have or had direct loan funds from the Department, surety bonds, security deposit insurance, and instruments similar to surety bonds or security deposit insurance may not be used in lieu of or in addition to a security deposit for any Unit in a Development with floating Units or for fixed Units in the Designated Units.

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## §10.614 Utility Allowances

(c) Methods. The following options are available to establish a Utility Allowance for all programs except most Developments funded with MFDL funds, which are addressed in subsection (d) of this section. **A Development with HOME-ARP Units or Units subject to the 2025 HOME Final Rule, and that does not have Units subject to the 2013 HOME Rule, may use methods in this subsection or subsection (d) of this section, but cannot combine two methods in one building.**

(d) In accordance with 24 CFR §§92.252 and 93.302, for an MFDL in which the Department is the funding source, the Utility Allowance will be established in the following manner: (3) Other Buildings. The Utility Allowance may be initiated by the Owner using the methodologies described in subsection (c)(3)(B), (C), (D), or (E) of this section related to Methods. Buildings for which the only source of MFDL funding is HOME-ARP and which contain no **Units subject to the 2013 HOME Rule** [HOME-Match Units] may calculate the Utility Allowance using the methodology described in subsection (c)(3)(A) of this section. **A Development that is subject to the 2025 HOME Final Rule may also use the methodology described in subsection (c)(3)(A) of this section, if the Development does not also contain Units subject to the 2013 HOME rule.** The methodology must be annually reviewed and approved by the Department.

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## §10.614 Utility Allowances

(k) Utility Allowances for Applications:

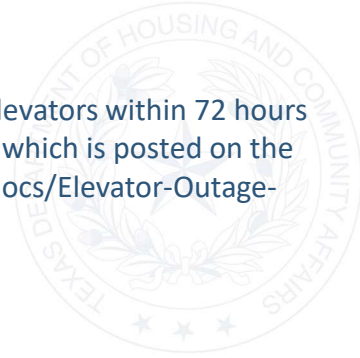
(3) If the application includes MFDL funds from the Department, Applicants may calculate the utility allowance in accordance with subsection (c)(3)(B), (C), (D) or (E) of this section related to Methods. **A Development with HOME-ARP Units that is subject to the 2025 HOME Final Rule may use subsection (c)(3)(A) of this section, if the Development does not also contain one or more Units subject to the 2013 HOME Final Rule.** Applicants must submit their utility allowance to the Compliance Division prior to full application submission. If the application has an MFDL from the Department and receives federal funds from a unit of local government, the Department will require the use of the allowance approved by the Department. [HOME-ARP may use subsection (c)(3)(A) of this section.]

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## §10.621 Property Condition Standards

- (k) An Owner must report to the Department any non-operable elevators within 72 hours (three Department business days) using the Department's form, which is posted on the website (<https://www.tdhca.texas.gov/sites/default/files/pmcdocs/Elevator-Outage-Report.pdf>).



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## §10.622 Special Rules Regarding Rents and Rent Limit Violations

- (g) Rent Adjustments for HOME, TCAP RF, and HOME-ARP Units [Developments]:
- (1) 100% HOME/TCAP-RF/HOME-ARP assisted Developments **and that contain no HTC Units**. If a household's income exceeds 80% at recertification, the Owner must charge a gross rent equal to 30% of the household's adjusted income;
  - (2) HOME/TCAP-RF/HOME-ARP Units in Developments with any Market Rate Units **and where the Unit is not layered with HTC**. If a household's income exceeds 80% at recertification, the Owner must charge a gross rent equal to the **least** [lesser ] of 30% of the household's adjusted income, the comparable Market rent, **or the rent being charged for the same Unit Type on a Market Rate Unit**; and
  - (3) HOME/TCAP-RF/HOME-ARP Units [Developments ] layered with **HTC Units** [other Department affordable housing programs]. If a household's income exceeds 80% at recertification, the **Owner** [owner] must charge a gross rent equal to **or less than the applicable HTC limit** [ the lesser of 30% of the household's adjusted income or the rent allowable under the other Program].

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## §10.622 Special Rules Regarding Rents and Rent Limit Violations

(m) A Development subject to the 2025 HOME Final Rule that contains one or more floating Units must provide all households a 60-day written notice before implementing any rent increase. A Development with Units subject to the 2025 HOME Final Rule with one or more fixed Units must provide a 60-day written notice to the Designated Units. If an Owner increases the household's rent without providing a 60-day notice, any increases must be refunded or credited to the affected household(s). The Owner must obtain in writing, from the household, the election to receive a full refund check or to have the entire overpaid amount credited to their household account. In absence of a tenant election, a full refund check must be presented to the household.

**(n) An Owner [Owners] must provide an option to pay rent in a manner that does not involve additional out of pocket costs to the household.**

(o) An Owner may not refuse to accept rental payment made on time and in full if the household does not have any outstanding previous rent balances due.

(p) An Owner that controls utilities, may not stop service on utilities during the longer of the required period identified by the applicable federal program, or as directed by state law.

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## HOME Final Rule 2025

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## HOME 2025: What is changing – Objectives and Applicability

This rule is applicable to any HOME LURA effective April 30, 2026, or any HOME LURA before April 30, 2026, that has been amended.

### Compliance Monitoring Objectives and Applicability

- A Development with one or more HOME, TCAP-RF or HOME Match Units is subject to the 2025 HOME Final rule if a Contract with the Department is executed by both Parties on or after April 30, 2026;
- A Development with HOME, TCAP-RF and HOME Match Units with a Contract or a LURA executed prior to April 30, 2026, that has executed the applicable amendment(s) to opt-in the entirety of rule (to the extent allowed under federal or state law determined by the Department’s Legal Division) are also subject to the HOME Final Rule.
- A Development with one or more NSP Units with a Contract executed on or after April 30, 2026, may be subject to elements of the HOME Final rule as further described in the Department’s Consolidated Plan Amendment, and as outlined in the Contract and the LURA.
- A Development with one or more NSP Units with a Contract executed prior to April 30, 2026, that also has one or more Units subject to the 2025 HOME Final Rule may be allowed to opt into elements of the HOME Final rule, as determined by the Department’s Legal Division.

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## HOME 2025: What is changing - Reporting

This rule is applicable to any HOME LURA effective April 30, 2026, or any HOME LURA before April 30, 2026, that has been amended.

### Reporting Requirements

- For Developments subject to the 2025 HOME Final Rule, within five (5) business days of a change to the Development Owner or management company, the new Owner or management company shall issue a written notice to all households of such a change.

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## HOME 2025: What is changing – Lease Requirements

This rule is applicable to any HOME LURA effective April 30, 2026, or any HOME LURA before April 30, 2026, that has been amended.

### Lease Requirements

- Owners of HTC, TCAP, and Exchange Developments and Developments subject to the 2025 HOME Final Rule Developments are prohibited from locking out or threatening to lock out any Development resident, except by judicial process, unless the exclusion is necessary for the purpose of performing repairs or construction work, or in cases of emergency. Owners are further prohibited from seizing or threatening to seize the personal property of a resident except by judicial process unless the resident has abandoned the premises. These prohibitions must be included in the lease or lease addendum.
- A Development subject to the 2025 HOME Final Rule must comply with all provisions outlined within this section and the following:
  - (1) Surety bonds, security deposit insurance, and instruments similar to surety bonds or security deposit insurance may not be used in lieu of or in addition to a security deposit for any Unit in a Development with floating Units or for fixed Units in the Designated Units. All security deposits must be fully refundable and may not be greater than two months' rent.
  - (2) A Designated Unit must use the HOME tenancy addendum published by HUD. If HUD does not publish a tenancy addendum, then the Department's version must be used.

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## HOME 2025: What is changing – Lease Requirements cont.

### Lease Requirements continued

- (3) Leases for Designated Units:
  - (A) A copy of the lease template must be submitted to the Department prior to being implemented or upon any revision;
  - (B) The lease must provide more than one method to communicate directly with the Owner and the property management, including in person, by telephone, email or through a web portal;
  - (C) For a Development with one or more floating Units, if the Development is not using the same lease template for all Units in the Development, the lease must provide the provisions that will go into effect upon the Unit becoming a Designated Unit; and
  - (D) The lease must provide the following Department contact information: mail: TDHCA P.O. Box 13941 Austin, TX 78711 phone: 512-475-3800 email: info@tdhca.texas.gov.
- (4) All Notices to Vacate must be submitted to the Department no later than 14 days after the notice is issued (in the case of a 30-day notice). In cases where a shorter Notice to Vacate is issued due to imminent threats to other tenants, employees, or property, a copy of the notice must be provided to the Department upon issuance.
- For all Developments that have or had direct loan funds from the Department, surety bonds, security deposit insurance, and instruments like surety bonds or security deposit insurance may not be used in lieu of or in addition to a security deposit for any Unit in a Development with floating Units or for fixed Units in the Designated Units.

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## HOME 2025: What is changing – Utility Allowances

This rule is applicable to any HOME LURA effective April 30, 2026, or any HOME LURA before April 30, 2026, that has been amended.

### Utility Allowances

- The following options are available to establish a Utility Allowance for all programs except most Developments funded with MFDL funds, which are addressed in subsection (d) of this section. A Development with HOME-ARP Units or Units subject to the 2025 HOME Final Rule, and that does not have Units subject to the 2013 HOME Rule, may use methods in this subsection or subsection (d) of this section, but cannot combine two methods in one building.
- The Utility Allowance may be initiated by the Owner using the methodologies described in subsection (c)(3)(B), (C), (D), or (E) of this section related to Methods. Buildings for which the only source of MFDL funding is HOME-ARP and which contain no Units subject the 2013 HOME Rule may calculate the Utility Allowance using the methodology described in subsection (c)(3)(A) of this section. A Development that is subject to the 2025 HOME Final Rule may also use the methodology described in subsection (c)(3)(A) of this section, if the Development does not also contain Units subject to the 2013 HOME rule. The methodology must be annually reviewed and approved by the Department.
- (c)(3)(A) Public Housing Authority (PHA).

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## HOME 2025: What is changing – Special Rules Regarding Rents & Rent Limits

This rule is applicable to any HOME LURA effective April 30, 2026, or any HOME LURA before April 30, 2026, that has been amended.

### Special Rules Regarding Rents and Rent Limit Violations

- 10.622 (g) Rent Adjustments for HOME, TCAP RF, and HOME-ARP Units:
  - (1) 100% HOME/TCAP-RF/HOME-ARP assisted Developments and that contain no HTC Units. If a household's income exceeds 80% at recertification, the Owner must charge a gross rent equal to 30% of the household's adjusted income;
  - (2) HOME/TCAP-RF/HOME-ARP Units in Developments with any Market Rate Units and where the Unit is not layered with HTC. If a household's income exceeds 80% at recertification, the Owner must charge a gross rent equal to the least of 30% of the household's adjusted income, or the comparable Market rent, or the rent being charged for the same Unit Type on a Market Rate Unit; and
  - (3) HOME/TCAP-RF/HOME-ARP Units layered with HTC Units. If a household's income exceeds 80% at recertification, the Owner must charge a gross rent equal to or less than the applicable HTC limit.

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## HOME 2025: What is changing – Special Rules Regarding Rents & Rent Limits

### Special Rules Regarding Rents and Rent Limit Violations continued

- A Development subject to the 2025 HOME Final Rule that contains one or more floating Units must provide all households a 60-day written notice before implementing any rent increase. A Development with Units subject to the 2025 HOME Final Rule with one or more fixed Units must provide a 60-day written notice to the Designated Units. If an Owner increases the household's rent without providing a 60-day notice, any increases must be refunded or credited to the affected household(s). The Owner must obtain in writing, from the household, the election to receive a full refund check or to have the entire overpaid amount credited to their household account. In absence of a tenant election, a full refund check must be presented to the household.
- Gross Rent will exclude the housing assistance (unless otherwise described in the LURA)
  - Owners are responsible for keeping rent properly restricted under the HOME program requirements based on when the development was funded.
- Developments subject to the 2025 HOME Final rule must provide tenants a 60-day written notice before implementing a rent increase.

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## Details from 24 CFR Part 92



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## HOME 2025: Table of Applicability

**TABLE 1 TO PARAGRAPH (e)—SUMMARY OF EFFECTIVE DATES AND COMPLIANCE DEADLINES**

2025 Rule effective date	April 20, 2025
Applicability	Rule applies to projects for which HOME funds are committed on or after April 20, 2025.
Compliance Date	Participating jurisdictions must set compliance date: as early as April 20, 2025, and no later than April 20, 2026.
Exceptions for Income Determinations	Participating jurisdictions must set compliance date: as early as April 20, 2025, and no later than April 20, 2026.
Applicability Limitations	<p>Participating jurisdictions may continue to calculate income in accordance with the provisions that were being implemented by the participating jurisdiction on April 19, 2025 until compliance date set by the participating jurisdiction, or longer as determined by HUD.</p> <p>Listed provisions are not applicable to commitments made to projects prior to April 20, 2025. Participating jurisdictions may not amend written agreements of projects with commitments existing prior to April 20, 2025 to incorporate any of the following provisions:</p> <ul style="list-style-type: none"> <li>§ 92.206(d)(1) and (2).</li> <li>§ 92.250(c).</li> <li>§§ 92.252 and 92.254.</li> <li>§ 92.253.</li> <li>§ 92.300.</li> </ul>

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## § 92.252 Qualification as affordable housing: Rental housing

- **A tenant must have a written lease that complies with § 92.253.**
- HOME rent limits
  - The rent for a HOME-assisted unit must not exceed the rent limits in this section. The rent limits do not apply to any rental assistance or subsidy payment provided under a Federal, State, or local rental assistance or subsidy program. The rent limits apply to the rent plus the utilities or utility allowance.
- Utility allowances
  - The participating jurisdiction must establish maximum monthly allowances for utilities and services (excluding telephone, cable, and broadband) and update the allowances annually.
  - The participating jurisdiction may use any of the following for its maximum monthly allowances: the HUD Utility Schedule Model, the utility allowance established by the applicable local public housing authority, or another method approved by HUD.

<https://www.ecfr.gov/current/title-24/section-92.252>

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## § 92.252 Qualification as affordable housing: Rental housing

- **Subsequent rents during the period of affordability**
  - Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases, and in any event, the owner must provide tenants of those units **not less than 60 days prior written notice before implementing any increase in rents.**
- If the participating jurisdiction accepts an annual income determination pursuant to § 92.203(a)(1), (2), or (3), an owner is not required to re-examine a tenant's annual income in accordance with § 92.203(b) for HOME.
  - If the unit is assisted by a Federal or State project-based rental subsidy program, a PJ may accept the public housing agency or rental subsidy provider's determination of the family's annual income and adjusted income under that program's rules.
  - If the family is assisted by a Federal tenant-based rental assistance program (e.g., housing choice vouchers, etc.), a PJ may accept the rental assistance provider's determination of the family's annual income and adjusted income under that program's rules.

<https://www.ecfr.gov/current/title-24/section-92.252>

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## § 92.252 Qualification as affordable housing: Rental housing

- **Surety bonds**
  - Surety bonds, security deposit insurance, or instruments similar to surety bonds and security deposit insurance may not be used in lieu of or in addition to a security deposit in HOME-assisted units.

<https://www.ecfr.gov/current/title-24/section-92.252>

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## § 92.253 Tenant protections and selection

- **A tenant must have a written lease that complies with § 92.253.**
- There must be a written lease between the tenant and the owner of rental housing assisted with HOME funds that is for a period of not less than 1 year, unless by mutual agreement between the tenant and the owner a shorter period is specified.
- The lease must incorporate the VAWA lease term/addendum required under § 92.359(e), except as otherwise provided by § 92.359(b).

<https://www.ecfr.gov/current/title-24/section-92.253>

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## § 92.253 Tenant protections and selection

- **Prohibited lease terms** The lease may not contain any of the following provisions:
  - **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
  - **Treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
  - **Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
  - **Waiver of notice.** Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
  - **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant can present a defense, or before a court decision on the rights of the parties;
  - **Waiver of a jury trial.** Agreement by the tenant to waive any right to a trial by jury;
  - **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
  - **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
  - **Mandatory supportive services.** Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

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## § 92.253 Tenant protections and selection

- Termination of tenancy
  - An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause.
    - Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing.
  - To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

<https://www.ecfr.gov/current/title-24/section-92.253>

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## § 92.253 Tenant protections and selection

- Tenant selection
  - An owner of rental housing assisted with HOME funds must comply with the affirmative marketing requirements established by the participating jurisdiction pursuant to § 92.351(a).
  - The owner must adopt and follow written tenant selection policies and criteria that follow the requirements outlined in the rule at the link below.

<https://www.ecfr.gov/current/title-24/section-92.253>

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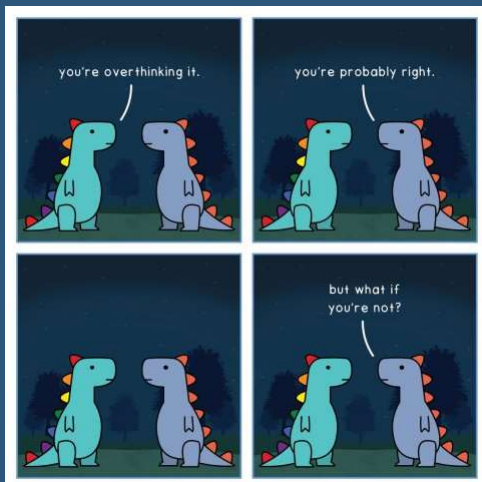
## § 92.300 Set-aside for community housing development organizations (CHDOs)

- Within 24 months after the date that HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnerships Agreement, the participating jurisdiction must reserve not less than 15 percent of the HOME allocation for investment only in housing to be owned, developed, or sponsored by community housing development organizations.
- For a State, the HOME allocation includes funds reallocated under § 92.451(c)(2)(i) and, for a unit of general local government, includes funds transferred from a State under § 92.102(b). The participating jurisdiction must certify the organization as meeting the definition of "community housing development organization" and must document that the organization has capacity to own, develop, or sponsor housing each time it commits funds to the organization.
- For purposes of this requirement, the specifics are outlined at the link below.
- The Department will monitor the CHDO requirements during monitoring reviews.

<https://www.ecfr.gov/current/title-24/section-92.300>

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# Thank you!

## May Office Hours: Rule Changes

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
 221 EAST 11<sup>TH</sup> STREET, AUSTIN, TEXAS 78701  
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