

**HAWAII PUBLIC HOUSING AUTHORITY  
NOTICE OF  
BOARD OF DIRECTORS MEETING  
1002 North School Street, Building A  
Honolulu, Hawaii 96817  
Thursday, February 20, 2025  
9:00 a.m.**

**AGENDA**

**THIS MEETING WILL BE HELD VIA ZOOM (INTERACTIVE AUDIO VISUAL  
CONFERENCE TECHNOLOGY) OR TELECONFERENCE CALL (AUDIO-ONLY  
COMMUNICATION) AND AT 1002 NORTH SCHOOL STREET, BUILDING A,  
HONOLULU, HI 96817**

**Viewing/Participating in the Meeting:**

**Zoom:** The public may participate in the Board meeting as it happens via Zoom (a free video conferencing service to hold virtual meetings online) by clicking on this link: <https://zoom.us/j/81665510246?pwd=NHlyWkVKYkw1Y3puRlFOZzFmYTNXUT09>  
When prompted, enter the Meeting ID: 816 6551 0246 and the Password: x71pPw

Alternatively, the public may also participate via telephone by calling: 1-669-900-6833. When prompted, callers should enter the Meeting ID: 816 6551 0246 and the Password: 771231. We request that meeting participants change the display on their device to show their first and last name to expedite rollcall. Please keep in mind that many devices will display your cellphone number if not changed.

If the Hawaii Public Housing Authority (HPHA) loses internet or Zoom connection during the meeting where audiovisual communication cannot be maintained with all participating Board members and quorum is lost, the meeting will automatically be recessed for 30 minutes to restore audiovisual communication. **Audio-Only Communication:** If the attempt to restore audiovisual communication is unsuccessful, all Board members, staff, the public may continue to participate in the Board meeting via teleconference call by calling 1-862-799-9759, whereby audio-only communication will be established for all participants and the meeting will continue. When prompted, callers outside of the United States should enter the Access Code: 8232649.

**Physical Meeting Location:**

The public may also attend the meeting at 1002 North School Street, Building A, Honolulu, HI 96817, which will be connected via Zoom to the remote meeting. At this time, no Board members are scheduled to be physically present at this location.

## **Providing/Submitting Testimony – Written, Oral, Audiovisual:**

Interested persons can submit written testimony in advance of each meeting that will be distributed to the Board members prior to the meeting. Submit written testimony via email to [rochelle.k.kepaa@hawaii.gov](mailto:rochelle.k.kepaa@hawaii.gov) or via postal mail to the Hawaii Public Housing Authority at P.O. Box 17907, Honolulu, HI 96817. We request written testimony be submitted no later than 48 hours prior to the scheduled meeting to ensure that the testimony may be distributed to the Board prior to the meeting. Late written testimony will be distributed to the Board at the meeting and retained as part of the record and distributed to the Board members as soon as practicable, but we cannot ensure they will receive it with sufficient time for review prior to decision-making on the agenda item in question.

The Board will also consider public testimony given at the meeting on any item relevant to this agenda. Pursuant to Section 92-3, Hawaii Revised Statutes, and Section 17-2000-18, Hawaii Administrative Rules, the Board may limit public testimony to three minutes per agenda item.

Individuals may submit oral testimony during the meeting by sending an email request to [rochelle.k.kepaa@hawaii.gov](mailto:rochelle.k.kepaa@hawaii.gov) no later than Tuesday, February 18, 2025, or by using the “Raise Hand” feature in Zoom, or by simply announcing/identifying themselves and the item they want to testify about during the public testimony portion of the meeting. Individuals may also provide audiovisual oral testimony by using the “Raise Hand” feature in Zoom, clicking the “Unmute” icon to talk, and clicking the “Start Video” icon to turn camera on.

**Executive Session:** If or when the Board of Directors enter executive session, all non-Board members will be moved to the virtual waiting room by the HPHA. Individuals are welcome to wait in the virtual waiting room and will be readmitted to the meeting at the end of the executive session.

### **I. CALL TO ORDER/ESTABLISHING QUORUM**

### **II. PUBLIC TESTIMONY**

Public testimony on any item relevant to this agenda may be taken at this time, or a testifier may wait to testify at the time the agenda item is called for discussion. Pursuant to Section 92-3, Hawaii Revised Statutes, and Section 17-2000-18, Hawaii Administrative Rules, the Board may limit public testimony to three minutes per agenda item.

### **III. APPROVAL OF MINUTES**

Regular Meeting Minutes, January 16, 2025

#### IV. DISCUSSION AND/OR DECISION MAKING

- A. To **(1)** Approve the Hawaii Public Housing Authority's Amended Moving to Work Supplement for the Current Fiscal Year 2025; and **(2)** Authorize the Executive Director to Take the Required Actions to Submit the Amended Moving to Work Supplement for Fiscal Year 2025 to the U.S. Department of Housing and Urban Development
- B. Status on Legislative Bills and Report on Testimony by the Executive Director for the 2025 Legislative Session

#### V. REPORTS

- A. Executive Director's Report:

Monthly reports are included in the Board packet. Meeting updates will include the following:

- Public Housing Occupancy Rates, NSPIRE Inspections, and Tenant Account Receivables
- Section 8 Subsidy Programs Lease-up Rates, Late Recertifications

The Board may go into Executive Session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities.

The Board agenda and packet materials, which include, meeting minutes listed under item III, a written description and narrative discussion of each item and supporting documents listed under item IV, and the monthly Executive Director's report listed under item V, for this meeting are available for inspection on the HPHA's website:

<https://hpha.hawaii.gov/meeting-packets> and are available for in person review at the Board's office located at 1002 North School Street, Building E, Honolulu, HI 96817.

If you need an auxiliary aid/service or other accommodation due to a disability, contact Ms. Kanoë Kepaa by telephone at (808) 832-4694 or by email at [rochelle.k.kepaa@hawaii.gov](mailto:rochelle.k.kepaa@hawaii.gov) as soon as possible, preferably by close of business three days prior to the meeting date. Requests should be made as early as possible to have a greater likelihood of being fulfilled. If a response is received after Tuesday, February 18, 2025, we will try to obtain the auxiliary aid/service or accommodation, but we cannot guarantee that the request will be fulfilled. Upon request, this notice is available in alternate/accessible formats.

HAWAII PUBLIC HOUSING AUTHORITY  
MINUTES OF THE REGULAR MEETING  
HELD AT 1002 NORTH SCHOOL STREET, BUILDING A  
HONOLULU, HAWAII 96817  
ON THURSDAY, JANUARY 16, 2025  
IN THE CITY AND COUNTY OF HONOLULU, STATE OF HAWAII

The Board of Directors of the Hawaii Public Housing Authority held their Regular Board Meeting at 1002 North School Street, on Thursday, January 16, 2025. The Board meeting was conducted by video conference via Zoom.

The public was able to participate in the meeting via Zoom or telephone by calling in. The meeting was also open to the public for in person participation at 1002 N. School Street, Building A, Honolulu, HI 96817. No Board members were physically present at this location. It was announced that if the HPHA lost internet or Zoom connection during the meeting, the meeting would be recessed and reconvened pursuant to instructions in the posted agenda.

Chairperson Hall stated that the Board would accept public testimony on any item relevant to the agenda during the public testimony portion of the meeting and at the time the agenda item is called for discussion.

At approximately 9:11 a.m., Chairperson Hall called the meeting to order, held a roll call, and declared a quorum present. Those present were as follows and no one else was with them at their location:

PRESENT: Director Robert Hall, Chairperson  
(Via Zoom) Director Betty Lou Larson, Vice Chairperson  
Director Susan Kunz, Secretary  
Designee Joseph H. Campos, II  
Director Scott Glenn  
Director Lisa Anne Darcy  
Director Roy Katsuda  
Director Christyl Nagao  
Director Todd Taniguchi  
  
Deputy Attorney General Linda Chow  
Deputy Attorney General Chase Suzumoto

EXCUSED:

STAFF PRESENT: Barbara Arashiro, Executive Assistant  
(Via Zoom) Ryan Akamine, Chief Compliance Officer  
Bennett Liu, Chief Financial Officer  
Rick Sogawa, Contracts and Procurement Officer  
Becky Choi, State Housing Development Administrator



Amanda Suyat, Hearings Officer  
Dale Fujimoto, Property Mgt & Maint Services Branch Chief  
Shirley Befitel, Human Resources Supervisor  
Benjamin Park, Chief Planner  
Nicolas Ayabe, Housing Planner  
Dallis Ontiveros, Housing Information Officer  
Angela Nabua, Secretary  
Kanoë Kepaa, Secretary

OTHERS PRESENT (via Zoom/teleconference):

Chico Figueiredo, Office of the Governor  
Tami Whitney, Office of the Governor  
Lindsay Apperson, Office of the Governor  
Mohannad Mohanna, Highridge Costa  
Caitlin Barrow, Highridge Costa  
Chris Deuchar, Form Partners LLC  
Emily Davids, Form Partners LLC  
Scott Jepsen, EJP Consulting Group  
Tory (screen name)  
Laurie Thorson, Section 8 Participant  
Shareen Kaheaku, Kamehameha Homes Resident

**Public Testimony**

Individuals were allowed to submit written testimony no later than 48 hours prior to the scheduled meeting, which would be distributed to the Board members. The public was instructed to submit written testimony via email to [rochelle.k.kepaa@hawaii.gov](mailto:rochelle.k.kepaa@hawaii.gov) or by U.S. mail to P.O. Box 17907, Honolulu, HI 96817. The public was also allowed to participate via Zoom or teleconference by using the “Raise Hand” feature in Zoom, or by simply announcing/identifying themselves and the item they want to testify about during the public testimony portion of the meeting. Individuals were also allowed to provide audiovisual oral testimony by using the “Raise Hand” feature in Zoom, clicking the “Unmute” icon to talk, and clicking the “Start Video” icon to turn the camera on.

Chairperson Hall stated that the Board would accept public testimony on any item relevant to the agenda at this time or at the time the agenda item is called for discussion. Pursuant to section 92-3, Hawaii Revised Statutes, and section 17-2000-18, Hawaii Administrative Rules, the Board may limit public testimony to three minutes per agenda item.

Executive Assistant Barbara Arashiro stated that written testimony was received from Ms. Laurie Thorson and provided to the Board on Tuesday, January 14th and Wednesday, January 15th. Chairperson Hall confirmed that the Board received copies of the written testimony.

Chairperson Hall called for public testimony from any individual online or in the conference room.

Ms. Laurie Thorson, Section 8 participant read her written testimony submitted on January 14, 2025. Ms. Thorson complained that she was prevented from providing testimony at the meeting on December 5, 2024, although she kept raising her hand during the auditors' presentation. She summarized her written testimony and requested the Board terminate the Executive Director. Ms. Thorson asked that the Board respond to her testimony in writing by end of day on Monday, January 20, 2025. Attached is Ms. Thorson's written testimony.

### **Approval of Minutes**

**Director Campos moved,**

#### **To Approve the Regular Meeting Minutes of December 5, 2024**

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Director Larson commented that the minutes accurately reflect her statements during the last meeting.

**The minutes were approved as presented.**

### **Discussion and Decision Making**

**Director Campos moved,**

**To (1) Approve the Hawaii Public Housing Authority's Draft Annual Public Housing Agency Plan for Fiscal Year 2026; and (2) Authorize the Executive Director to (a) Hold a Public Hearing on the Draft Plans; (b) Undertake All Actions Necessary to Accept, Adopt, or Respond to Comments from the Public and the Resident Advisory Board; and (c) Submit the Proposed Plan to the U.S. Department of Housing and Urban Development if No Substantive Changes are Required**

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Executive Assistant Arashiro reported that all public housing agencies (PHA) that administer federal public housing and/or Section 8 Housing Choice Vouchers (HCV) are required to submit an Annual PHA Plan to the U.S. Department of Housing and Urban

Development (HUD) to be eligible to receive administrative, operating, Capital Fund Program, and Section 8 HCV assistance funds.

A PHA Plan serves as a comprehensive guide to a PHA's mission, policies, programs, operations, and outlines the strategies it will use to meet local housing needs and other goals for the coming fiscal year. This is the fiscal year beginning on July 1, 2025.

The Annual PHA Plan is a federal requirement and as such does not apply to or govern the State public housing programs or any other State-assisted programs administered, operated, or managed by the HPHA.

Board members were provided a copy of the draft Annual plan and highlighted areas indicated the changes. Executive Assistant Arashiro explained that the changes in general are being made to provide more specificity in the existing rules and ensure that the Hawaii Administrative Rules and policy documents are consistent. The proposed changes will also allow HPHA to promulgate rules for any internal memos that should be considered policy.

Director Larson questioned whether the purpose of the proposed change to the definition of homeless was to ensure that clients are compliant with the service plan to receive the preference at the time of selection. Director Larson expressed that service providers are concerned with the requirements for getting homeless admitted into housing programs.

Executive Assistant Arashiro explained that there is currently no definition of homelessness in the Section 8 administrative rules. HPHA staff worked with the Continuum of Care group on the definition and confirmed that staff could continue to work with the homeless providers on the definition.

Director Larson asked whether the definition regarding adult family members who leave the household include students who attend school on the mainland and want to return to the household. She also asked whether there was an exception for a disabled family member or an individual with medical needs to be added to the family.

Executive Assistant Arashiro explained many adult children leave the household and after a decade attempt to rejoin the household in order to take over the housing voucher. This practice allows individuals to circumvent the waiting list. The proposed policy of not allowing adult members to rejoin is currently a practice in both the public housing and Section 8 program. The change in the Annual Plan is to formalize this practice in the rules.

Director Larson recommends that HPHA not include the software name in the Annual Plan for rent reasonableness.

Executive Assistant Arashiro agreed and stated that level of specificity would not be included in the rules.

Director Darcy requested clarification on whether the proposed change will prevent individuals with disabilities from receiving assistance from a family member.

Executive Assistant Arashiro explained that the household can request approval for a Live-In-Aide, who can be a family member.

Chairperson Hall questioned whether the changes would impact the staff capacity to implement the changes.

Executive Assistant Arashiro stated that when new policies are adopted, staff receive training on the policy and procedures to ensure consistency. As many of the proposed changes are already in practice, there should not be any real surprises for the staff.

Director Taniguchi requested clarification on whether applicants can be on more than one waiting list, such as the project-based vouchers and the tenant-based voucher list, and whether they would be removed from both lists if they chose not to be on one of the lists.

Executive Assistant Arashiro confirmed that they would remain on the other waiting list.

Director Larson commented that there are currently project based waiting lists and asked whether there was also an HPHA waiting list for the various properties.

Executive Assistant Arashiro clarified that HPHA currently manages all aspects of the waiting list for a project-based voucher property, including accepting applications, screening applicants, and placement. With the proposed change in the PHA Plan, HPHA is considering transferring management of the waiting list to the project owners. As the properties go through development, it would be more efficient for the project and the applicant if the applications were processed through an owner-maintained waiting list.

Chairperson Hall commented that the present rules can only address the program to a certain point and as we take into consideration the future of the program and grow the agency, it may be better to move the waiting lists to the projects.

Director Darcy asked for an example of streamlined income determinations and how the HPHA intends to address technology challenges.

Executive Assistant Arashiro explained that the HPHA is proposing that families with a fixed source of income, such as the elderly, would not be required to submit all their income documentation on an annual basis and the HPHA would instead use the HUD Enterprise Income Verification (EIV) program to obtain information. The tenant would then be asked to confirm the EIV information and simply acknowledge and concur with the income. HPHA then would conduct a full recertification only every three years.

**The motion was unanimously approved.**

**Director Kunz moved,**

**To (1) Approve the Hawaii Public Housing Authority’s Moving to Work Supplement for Fiscal Year 2026; and (2) Authorize the Executive Director to (a) Hold a Public Hearing; (b) Undertake All Actions Necessary to Accept, Adopt, or Respond to Comments from the Public and the Resident Advisory Board; and (c) Submit the Proposed Moving to Work Supplement to the U.S. Department of Housing and Urban Development if No Substantive Changes are Required**

Chairperson Hall stated that the Board would accept public testimony on this item.

Ms. Laurie Thorson, Section 8 participant stated that the waiting list is meaningless. She continued to claim that only 70% of the Section 8 vouchers were issued. Ms. Thorson informed the Board that she has epilepsy, and her live-in aide was removed after being approved by a previous housing agency. Ms. Thorson believes that HPHA is using low comparables in determining rent reasonableness. She stated that if the HPHA Board did not fix the problems she would “come after” all of them. Ms. Thorson stated she would sue the Board.

Chairperson Hall stated that he would not respond to threats to the Board and will proceed with guidance from its legal counsel. No additional public testimony was provided.

Executive Assistant Arashiro reported that as an MTW Demonstration Program Expansion agency, the HPHA must submit an MTW Supplement to HUD as an addendum to their Annual PHA Plans. The MTW Supplement provides the public with information on all planned or already implemented MTW policies and activities. HUD also uses the MTW Supplement to monitor and evaluate the effectiveness of these policies and activities.

The HPHA must submit its MTW Supplement for FY 2026 starting July 1, 2025, in the HUD-specified format no later than 75 days prior to the start of the new fiscal year (i.e., April 17, 2025).

Along with the existing waivers, the HPHA is proposing to Adopt MTW Activity Waiver 17.c. which would allow the HPHA to use MTW funding to acquire, renovate, and/or build affordable units for low-income families that are not public housing units.

Director Darcy asked if there is a downside to the proposed changes.

Executive Assistant Arashiro clarified that there is only one proposed change in the MTW Supplement, and that change would allow HPHA to use its current funding, if available, to finance redevelopment activities. Executive Assistant Arashiro provided an example where the Capital Funds are available, and a project is not expected to use all of the funds or the project cannot get encumbered prior to the obligation deadline.

Rather than losing the funds, the HPHA can use those funds for redevelopment activities. The plan would not include the transfer of funds from programs that need the funds to operate.

**The motion was unanimously approved.**

**Director Campos moved,**

**To Authorize the Executive Director, in Consultation With the Hawaii Public Housing Authority's Attorneys, to Extend the Option to Lease Agreement With HCDC Mayor Wright Homes LLC (Developer), Which Granted Developer the Option to Lease a Portion of Mayor Wright Homes, Tax Map Key No. (1) 1-7-029:003, for a Period of Thirty-Six (36) Calendar Months From the Effective Date of the Agreement Extension**

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Executive Assistant Arashiro reported that in June 2023, the HPHA and Highridge Costa entered into a Master Developer Agreement (MDA) for the revitalization and redevelopment of Mayor Wright Homes. Under the MDA, the Developer was granted certain development rights to provide residential units, commercial space, and related site improvements and amenities.

The HPHA and Developer have agreed on a plan of development for the first development phase (First Phase) on a portion of the Property which will consist of approximately 911 units in approximately three (3) separate buildings, together with accompanying recreational amenities.

In November 2023, the HPHA and Developer executed an Option to Lease Agreement for the development, construction, and operation of the First Phase in order to facilitate Developer's application for project funding and entitlements. Based on the current Agreement, the Option Period will expire on November 17, 2025, HPHA requested an extension for a period of thirty-six (36) calendar months from the effective date. This will allow Developer to demonstrate evidence of site control over the Premises during upcoming applications to the Hawaii Housing Finance & Development Corporation for financing, including those for later phases, Phases 1B and 1C.

Executive Assistant Arashiro further explained that there is a list of accomplishments under the current Option to Lease including No. 12 which requested HUD approval to house families with children in high-rise units. HUD's rule states that "except in the case of housing predominately for elderly or disabled families, high-rise elevator projects shall not be provided for families with children unless the Secretary makes a determination that there is no practical alternative."

Executive Assistant Arashiro reported that on January 16, 2025, the HPHA received approval under PIH Notice 2024-36 to “develop public housing units in a high-rise elevator structure that will be offered to families with children at the Mayor Wright Homes public housing development.” She further explained that this approval was the first of its kind.

Director Darcy recognized that Hawaii has extenuating circumstances regarding the availability of housing and land for redevelopment but requested that the project take into consideration safety of housing families in a high-rise.

Executive Assistant Arashiro acknowledged Director Darcy’s concerns and explained that the HPHA has experience and can build on lessons learned through the management and operation of the high-rise at the Kuhio Park Terrace that will be applied to any new development.

Director Larson commented that in addition to health and safety concerns, community building is important and creating a community who will help each other in times of emergency or natural disaster. Director Larson requested that the developer have a real plan to help build community.

Chairperson Hall commented that in Hawaii the choice for housing is limited and vertical housing becomes necessary. He stated that construction of a building is a technical achievement, but social services and supports are often missing. He strongly suggested that every building come with hands-on supportive services and opportunities to incorporate tenants into the development of the new community.

**The motion was unanimously approved.**

**Director Katsuda moved,**

**To (1) Authorize the Executive Director to Negotiate, Execute, and Enter into a Master Development Agreement for the Revitalization and Redevelopment of Ka’ahumanu Homes Proposed on Tax Map Key No. (1) 1-5-024:001 with HCDC Hawaii Development LLC; and (2) Authorize the Executive Director to Negotiate, Execute, and Implement an Option to Lease the Above Real Property Located in the City and County of Honolulu for Phase 1 of the Redevelopment at Ka’ahumanu Homes, in Consultation with the Hawaii Public Housing Authority’s Attorneys and Consultants**

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Executive Assistant Arashiro explained the background facts on the selection of the master developer for this action are the same as the previous items. This action pertains to the Ka’ahumanu Homes property and is requesting approval to enter into the

Master Development Agreement for the Revitalization and Redevelopment of Ka'ahumanu Homes (MDA) with HCDC Hawaii Development.

The MDA will govern the redevelopment of the Property in phases. The proposed MDA will address, without limitation, the following items:

- a. Site Investigation
- b. Community Engagement
- c. Financing
- d. Land Use Entitlements

A Finding of No Significant Impact (FONSI) was issued by the Hawaii Housing Finance and Development Corporation in October 2024 and included on its list of exemptions and published in the November 8, 2024, issue of The Environmental Notice.

Staff is also requesting approval of an Option to Lease Agreement to provide the Developer with site control for the first phase is also needed for future financing applications.

Director Larson commented that the proposed MDA states that the development would be owned by a single purpose entity but would like to know who the owner is and how do we maintain affordability at the property after the lease ends in 75 years. She stated that the chart on business terms lists the owner as LIHTC investors or HPHA affiliate and 501(c)(3) entity to be owned by the HPHA.

Mohannad Mohanna, President Highridge Costa introduced his team.

Mr. Mohanna explained that the owner would enter into a 75-year ground lease and after the lease period, the land and improvements would revert back to the housing authority. The HPHA would be able to maintain affordability of the units at its discretion.

Further explained that the ownership standard structure for a tax credit project includes the limited partnership that owns a small percentage (e.g., .01%) and the remainder is owned by the tax credit investors. The managing partner is responsible to provide things like guarantees and the hiring of the property management company. After 15 years, the limited partner will exit the partnership and the ownership remains. In order to remain affordable, there are two covenants: 1) issuance of tax-exempt bonds and tax credits requires affordability; and 2) the DDA with the HPHA will require the rents remain in effect for 75 years. Once the improvements revert to the HPHA it is at the HPHA's discretion to maintain affordability.

Deputy Attorney General Linda Chow clarified that the improvements revert to the HPHA as specified in the ground lease. The ground lease has not yet been approved by the Board.



Director Taniguchi requested information on plans to ensure that the property is maintained for the entire lease period and that maintenance would not be deferred until the end of the lease.

Mr. Mohanna explained that the finance structure addresses the concern over deferred maintenance. Most permanent financing is typically 15-18-year terms and at the end of that 15 years the project needs to be refinanced. During the refinancing process, the lender will conduct a physical needs assessment to review deferred maintenance and require that loan proceeds address those maintenance issues. When a project is well-maintained, it allows the owner to install property improvements, such as cabinets or energy retrofits. Additionally, every project maintains a capital reserve account which is set aside only for capital improvements as dictated by the lender and tax credit investors.

HPHA staff did perform its due diligence and conducted site visits at HCDC's other developments to see how well properties are maintained.

In response to Director Larson's question related to the 501(c)(3) ownership structure, Mr. Mohanna explained that the HHFDC's Qualified Allocation Plan now allows for income averaging for households at 0 – 80% AMI. Some of the buildings in the KLM redevelopment effort will be developed for those in the 80% - 100% AMI. Those AMI's are above what would qualify for the LIHTC program. He explained that there is a program that would allow for the issuance of tax exempt, 501(c)(3) bonds or Joint Powers Authority (JPA) revenue bonds. As an entity the HPHA can own the project and issue bonds. Couple those bonds with Rental Housing Trust Fund financing, these units would allow rents to be maintained for the 80-100% AMI group. There would be a standard covenant agreement and lease which would require the rents to remain the same throughout the agreements. The HPHA or a nonprofit affiliate of the housing authority could provide the financing. The developer would still provide guarantees, asset management services, and property management services in return for fees. This structure is similar to the LIHTC financing structure in that it needs to be refinanced and maintain capital reserve accounts, etc.

Director Darcy commented that the financing structure is very complex. She asked whether there is a way to review the developer's portfolio and information on other projects.

Mr. Mohanna stated that the best way to review the portfolio would be to visit them. He confirmed that Executive Director Ouansafi did conduct his due diligence by visiting several HCDC properties and met with the property management staff and residents. Also, the lenders conduct a physical needs assessment prior to providing financing as a normal practice.

Chairperson Hall expressed appreciation to staff and the developer as the Board begins to see the redevelopment coming to fruition. He further commented that the goal is to

provide additional housing for Hawaii's families. Chairperson Hall acknowledged that the Board is interested in performing its due diligence as well.

Director Campos and Director Glenn left the meeting.

**The motion was approved.**

Director Campos returned to the meeting.

**Director Campos moved,**

**To (1) Authorize the Executive Director to Negotiate, Execute, and Enter into a Master Development Agreement for the Revitalization and Redevelopment of Lanakila Homes Proposed on Tax Map Key No. (3) 2-4-028:007 with HCDC Hawaii Development LLC; and (2) Authorize the Executive Director to Negotiate, Execute, and Implement an Option to Lease the Above Real Property Located in Hilo, County of Hawaii, for Phase 1 of the Redevelopment at Lanakila Homes in Consultation with the Hawaii Public Housing Authority's Attorneys and Consultants**

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Executive Assistant Arashiro reported that the Lanakila Homes property is part of the Ka Lei Momi Redevelopment effort. The HPHA is requesting Board approval to enter into a Master Development Agreement for the Revitalization and Redevelopment of Lanakila Homes (MDA)

The MDA will govern the redevelopment of the Property in phases. The MDA will address, without limitation, the items:

- a. Site Investigation
- b. Community Engagement
- c. Financing
- d. Land Use Entitlements

An Option to Lease Agreement to provide the Developer with site control is also needed for future financing applications.

Executive Assistant Arashiro clarified that after an MDA is executed, there are still other agreements which need Board review and approval, such as the Disposition and Development Agreement and the Ground Lease.

Chairperson Hall acknowledged Director Kunz who played an instrumental role in the agency's efforts to execute an MDA for Lanakila Homes.

Director Kunz stated that she participated in many community meetings where the HCDC team provided the community with step-by-step information on the plans and progress at Lanakila Homes. She commented that this project is decades in the making in a community that needs and wants affordable housing built. She expressed her full support and appreciation for the developer.

Director Larson stated that the information stated that the property would be subdivided and subject to condominium regime prior to the financial closing and is wondering why it's necessary.

Mohannad Mohanna explained that Lanakila Homes redevelopment anticipates 250 units which would be financed through 2 phases under separate tax-exempt bond issuances. To accomplish this, two separate partnerships and two separate legal parcels are required to encumber them separately. It's still one project and there would be no impact on the tenants.

Director Larson noted that there is no 501(c)(3) bond issuance on this project.

Mr. Mohanna confirmed that a LIHTC project would only be available for the 60% AMI and lower. There is no 501(c)(3) is contemplated for the neighbor islands. However, since HHFDC QAP allows for income averaging this project will actually be available for people 80% AMI and below.

**The motion was approved.**

Director Glenn returned to the meeting.

**Director Kunz moved,**

**To: (1) Approve the Proposed Disposition and Development Agreement (DDA) for the Revitalization and Redevelopment of Kapaa located at Tax Map Key Nos. (4) 4-5-015:007; (4) 4-5-015:038; (4) 4-5-015:042; (2) Authorize the Executive Director to Enter into the DDA with KLM Kapaa LP, a Hawaii Limited Partnership; and (3) Authorize the Executive Director to Make Minimal or Ministerial Changes to the DDA with KLM Kapaa LP in Consultation with HPHA's Legal Counsel and Consultants**

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Executive Assistant Arashiro explained that this For Action is to request an approval for a Proposed Disposition and Development Agreement (DDA) for Kapaa. She stated that all the other developments are going from the MPPA and then entering into a Master Development Agreement. However, because Kapaa is expected to be redeveloped in a single phase, it was better to go directly into the DDA to facilitate and authorize

predevelopment activity up until financial closing. She reported that the major terms of the DDA were listed in the For Action under II. Discussion B.1-8.

Director Larson stated that the information stated HPHA will have a Purchase Option and Right of First Refusal to purchase the Redevelopment and all interests in the Partnership after the Tax Credit Compliance Period. She asked at the end of 75 years, isn't it going to be in the Ground Lease that we would get it back. Director Larson wanted to know if this was the same structure as the other projects.

Mr. Mohanna confirmed that this project is different. He explained that in the low-income tax credit world, the housing authority can exercise the option to buy out the Developer after 15 years. There are terms for the option such as buy out price and what the Developer would get compensated for.

Director Larson asked if the land will still revert to HPHA at the end of 75 years.

Mr. Mohanna confirmed. He continued to explain that the buyback option only applies to LIHTC projects.

**The motion was unanimously approved.**

#### **For Information:**

##### **Summary of the Financial Audit of the Hawaii Public Housing Authority**

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Executive Assistant Arashiro reported that on December 5, 2024, the HPHA's Board of Directors accepted the audited financial statements of the HPHA for the fiscal year from July 1, 2023 to June 30, 2024.

As an update, the HPHA was notified by the Office of the Auditor that the Governor, Lt. Governor, the Director of Finance and the Legislature was informed that the audit was issued. See attached.

##### **Presentation by Highridge Costa Regarding a Quarterly Status Update on Predevelopment and Development Achievements Related to the Ka Lei Momi Redevelopment Project**

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Mr. Mohanna explained the Executive Summary to the Board. He briefly spoke about a separate gap funding called the Revolving Housing Rental Fund Tier 2. Mr. Mohanna stated that the legislature allocated \$25 million in 2024, and hopes they allocate a significant amount this year because alternative financing mechanisms are needed besides LIHTC to finance what has already been entitled.

Chris Deuchar of Form Partners took a few minutes to thank the Governor and his team, the Mayor, HHFDC, DDP, Director Kunz, the County of Hawaii, and the County of Kauai. He commented that in 25 years, he has never seen “everybody in the canoe paddling in the same direction”. Mr. Deuchar wanted to acknowledge everyone for their hard work. Mr. Deuchar continued to update the Board on all nine (9) project sites of the Ka Lei Momi Redevelopment Project in detail. See attached.

Director Larson noted that Mr. Mohanna mentioned another fund which was not the Rental Housing Revolving Fund.

Mr. Mohanna clarified that it was called the Rental Housing Revolving Fund Tier 2. He continued to use the School Street project as an example of a project that received a direct appropriation of revolving housing rental funds which covered the gap, but it still needed to receive an allocation of tax-exempt bonds from HHFDC, the HMMF bonds, as well as an allocation of federal and state credits.

Director Darcy was appreciative of the information. She stated that there is an intense need for housing, certainly since the August 2023 fires, the loss of shelter beds and of low-income availability on Maui. Director Darcy hopes she can get some of this similar support and encouragement from the Board and legislature to act quickly for Maui.

Chairperson Hall asked if HPHA is eligible for any of the federal appropriation money and whether that money be used for replacement housing for the two (2) projects in Lahaina.

Executive Assistant Arashiro stated that this is something HPHA can explore.

Chairperson Hall acknowledged and appreciated Highridge Costa and other partners for providing these quarterly updates. It is very transparent, informative, maybe overwhelming, but it keeps the Board informed.

Chairperson Hall asked Mr. Mohanna would we have to refresh any of these efforts if there was a five (5) or six (6) year delay in getting financing.

Mr. Mohanna and Mr. Deuchar reported that the entitlements do have a shelf life. Typically, two (2) to three (3) years, so they would need to get extensions.

Chairperson Hall asked Mr. Mohanna his thoughts about private bond financing.

Mr. Mohanna explained that the LIHTC program receives bond financing, but there is a State ceiling on HMMF bonds. He stated that those are incredibly valuable because when you get an allocation of those bonds you qualify to receive federal and state credits.

Mr. Mohanna reported that the 501(c)(3) concept or the Joint Power Authority (JPA) is also a private activity tax-exempt bond. Unlike the typical conventional tax credit transaction, we are financing a Tranche A which typically has a standard debt coverage ratio. Then we take it to a Tranche B which has a 1.0 debt coverage. None of this financing has to go through any state agency and it is unlimited. The problem is that there are no federal credits, so the gap funding needed is the RHRF Tier 2 program that Director Larson was asking about.

Mr. Mohanna explained the only way to accelerate financing is by working with the Legislature. He stated if the project costs \$200 million, we are not asking for the State to fund the entire project. By using the JPA private activity tax-exempt bonds that are not subject to the State ceiling, we could leverage typically about a third or more of the cost. Mr. Mohanna explained that those private activity bonds are key to accelerating the project and that depending simply on tax-exempt tax credit programs will probably only yield 300 units a year.

Director Larson asked for clarification that the money is only available for Tier 2 because the bonds are more expensive and need to be paid back, whereas the lower projects that are targeting lower incomes would not have the rental money to pay off a higher-costing bond. Director Larson stated that we also need to keep focused on the bigger need, which is the 60% or even 40% AMI and below.

Mr. Mohanna commented that these are complex financing structures. He continued to explain that the standard RHRF, not Tier 2, is a loan that gets repaid back. The tax credit project at 0-60% AMI, HHFDC is repaying the State the money that it borrowed. The State actually gets 75% of the available cash flow. Mr. Mohanna continued to explain that the bonds, whether they are State-ceiling bonds or non-State-ceiling bonds there is no difference in cost. The interest rate or the cost of issuance is the same. The difference is that the 501(c)(3) or JPA do not qualify for federal and state credits.

Director Larson agreed that the financing is very complex. She stated that the ongoing question for the Board is how we address the lower income as well as the Tier 2 because that is the population we have been serving. She commented that we need to keep serving more of that same population as well as the middle income.

Chairperson Hall explained that some of the Board members would have to leave, and he would need quorum to adjourn. Chairperson Hall suggested that a special session could be convened to ask these kinds of questions.

**Executive Director’s Report**

Chairperson Hall asked the Board for questions related to the Executive Director’s report. No questions were raised.

Chairperson Hall asked the Board to consider doing another workshop with our partners to get more questions answered. He stated that there is going to be a paradigm shift in how our legislature and even our federal government looks at supporting housing going forward.

**Director Katsuda moved,**

**To Adjourn the Meeting**

**The motion was unanimously approved.**

The meeting adjourned at 11:21 a.m.

**MINUTES CERTIFICATION FOR JANUARY 16, 2025**

Minutes Prepared by:

\_\_\_\_\_  
Rochelle Kanoë Kepaa  
Secretary

\_\_\_\_\_  
Date

Approved by the Hawaii Public Housing Authority Board of Directors at their Regular Meeting on February 20, 2025 [ ] As Presented [ ] As Amended

\_\_\_\_\_  
Director Susan Kunz  
Board Secretary

\_\_\_\_\_  
Date

Attachments

**WRITTEN TESTIMONY**  
**by Laurie Thorson**

(submitted to the HPHA on 01.14.25, to be forwarded to all board members  
for review before the HPHA board meeting scheduled for 01.16.25)

TO: BOARD OF DIRECTORS OF THE  
HAWAII PUBLIC HOUSING AUTHORITY

FROM: LAURIE THORSON

The following is quoted from the website for the Hawaii Public Housing Authority, page 2 of the board meeting agenda for 01.16.25, which reads:

II. PUBLIC TESTIMONY

Public testimony on any item relevant to this agenda may be taken at this time, or a testifier may wait to testify at the time the agenda item is called for discussion. Pursuant to Section 92-3, Hawaii Revised Statutes, and Section 17-2000-18, Hawaii Administrative Rules, the Board *may* limit public testimony to three minutes per agenda item

At last month's board meeting on 12.05.24, I raised my hand several times during the board meeting, in an attempt to respond to information being presented to the board members that I believed to be false. However, Chairperson Mr. Robert Hall would not acknowledge me when I raised my hand throughout the board meeting, preventing me from testifying to the state auditors presenting false figures in their audit (*provided by the HPHA to the state auditors*), and preventing me from testifying and responding to Attorney Chase Suzumoto discussing my lawsuit (*in which he provided false information about me to the board members*).



Because Mr. Hall refused to allow me to speak and provide testimony during the board meeting on 12.05.24, I immediately responded in writing after the board meeting to both Attorney Chase Suzumoto (*see Attachment 1*), and to the state auditors 'Plante & Moran' (*see Attachment 2*).

I am providing the board members with a copy of my most recent filing with the district court **on 12.17.24** (*which I filed after the board meeting on 12.05.24*). The attached filing is titled: 2<sup>nd</sup> Request for Leave to File Amended Complaint (*see Attachment 3*). In this filing, I am requesting that the court allow me leave to amend my complaint to add the claims of FRAUD and BRIBERY, and to add Bennett Liu (Chief Compliance Officer) as a defendant. Attached to the 2<sup>nd</sup> Request...pleading are the attachments titled: PROPOSED AMENDED COMPLAINT, FRAUD CHART, and BRIBERY CHART.

Please note that the FRAUD CHART has since been updated (*due to mathematical errors*) and you are welcome to read the revised FRAUD CHART which is now attached at the top of my website (*link is at the end of this document*). The revisions were made to prove that Hakim Ouansafi actually stole **\$110,992,769** (*not \$106M*) since 2015; and that he continues to steal approximately \$1,000,000 each and every month from the Section 8 Housing Choice Voucher Program.

Again, on behalf of myself and the community, I petition the Board of Directors of the Hawaii Public Housing Authority to terminate Hakim Ouansafi as the Executive Director of the Hawaii Public Housing Authority ~ for committing the acts of, but not limited to, fraud, bribery, discrimination, and retaliation.

## **BOARD OF DIRECTORS OF HAWAII PUBLIC HOUSING AUTHORITY**

I pray that all the Board of Directors of the Hawaii Public Housing Authority will adhere to the **Standard of Conduct** as outlined in the attached letter, which is currently posted on the HPHA website (*see Attachment 4*).

I pray that the Board of Directors of the Hawaii Public Housing Authority would be examples of excellent governing, and that all government corruption would be eliminated. It begins with the termination of Hakim Ouansafi and all his managers whom he has hired to support and implement his illegal policies and fraud schemes, but for the sole purpose of stealing millions of dollars from the Section 8 Housing Choice Voucher Program (*stealing from those in our community who truly need housing assistance, i.e., veterans, homeless, elderly, disabled, low income, etc.*).

### **Re: Board of Director, Robert Hall**

As of the date of this document, **there is no public record to prove that Board of Director Robert Hall is currently or ever has been an employee of the City and County of Honolulu.** The HPHA website currently reads that Mr. Robert Hall represents the City and County of Honolulu (*which was recently changed from 'Oahu'*).

### **Re: Board of Director, Joseph Campos**

As of the date of this document, there is public record to prove that **Board of Director Joseph Campos was an employee of the Hawaii Public Housing Authority**, and therefore, this is a conflict of interest for him to now be a board member.

### **Re: Board of Director, recipient of the Section 8 program**

As of the date of this document, **there is still no board member who is a recipient of the Section 8 Housing Choice Voucher Program, as required by the Hawaii Revised Statutes** (*refer to page 6*).

**Re: Board of Director, Betty Lou Larson**

Intentionally excluded from the 12.05.24 board meeting minutes is testimony from Board of Director Betty Lou Larson (*Vice Chairperson*) who verbally requested of the state attorneys to obtain a restraining order against me. I do not know what exactly I would be restrained from, since I am not and never have been a threat to anyone, especially considering I am 65 years old, have never been hostile, abusive, intimidating, or threatening towards anyone. I have always conducted myself in a calm and professional manner, and will continue to do so. **Just the fact that Ms. Larson would solicit the state attorneys assistance in silencing me from vocalizing my complaints and providing testimony at the board meetings is of great concern.** What exactly is it that Ms. Larson wants to restrain me from? I have every right to attend the board meetings. I have every right to speak. I have every right to file my lawsuit and defend myself. I have every right to be heard by the board members, who have a duty and legal responsibility to hear me, to take me seriously; and if necessary, to investigate the complaints I make known to them, especially any illegal policies or fraudulent behaviors by any employee of the Hawaii Public Housing Authority, which includes the Executive Director, Hakim Ouansafi.

To show any disregard towards me implies there is a conflict of interest. Please be informed that if I am not taken seriously by the board members, and if the board members continue to refuse to exercise their authority over the Hawaii Public Housing Authority, Hakim Ouansafi, and other employees, then my next lawsuit will be against the Board of Directors.

There is substantial proof in the board meeting agendas and minutes to prove that the Board of Directors of the Hawaii Public Housing Authority have been, for years, fully aware of and have approved the illegal policies which Hakim Ouansafi is now enforcing against all the Section 8 recipients and landlords.

**Please consider this a formal request for written confirmation by all the Board of Directors, in a joint statement, if indeed the illegal policies I am disputing and have presented to the board thus far, have been and are currently approved by the board, and that Hakim Ouansafi has been granted permission to implement the illegal policies in dispute. Please respond by the end of the day Monday, January 20, 2025.**

If you need me to provide a list of the illegal policies in dispute, please contact me by email and I will respond immediately; or you welcome to contact your attorneys for a detailed list of the illegal policies in dispute.

I would request that if there are any board members who are not able to perform their duties, or if they believe there is a conflict of interest in performing their duties, that they immediately resign from their position as a Board of Director for the Hawaii Public Housing Authority.

**HPHA website reads:**

“...The HPHA is guided by an eleven-member Board of Directors **responsible for establishing policies and providing high-level oversight**. Each director is appointed by the Governor of Hawaii or assumes their position ex officio...”

**“...Board-Adopted Policies**

**The role of the Board of Directors is to provide governance and oversight of the HPHA's federal housing assistance programs. This includes regular review of agency operations and the approval of HPHA policies...”**

In compliance with **§356D-3**, it is the responsibility of the board members to supervise and to approve and/or deny the actions of the Hawaii Public Housing Authority.

(“...**The authority shall be headed by the board...**”).

**§356D-3 Board; establishment, functions, duties.**

(a) There is created a board of directors consisting of eleven members, of whom nine shall be public members appointed by the governor as provided in section 26-34. Public members shall be appointed from each of the counties of Honolulu, Hawaii, Maui, and Kauai. **At least one public member shall be a person who is directly assisted by the authority under the federal low-rent public housing or federal section 8 tenant-based housing assistance payments program while serving on the board.** One public member shall be an advocate for low-income or homeless persons. One public member shall be a person with a disability or an advocate for persons with disabilities. The public members of the board shall serve four-year staggered terms; provided that the initial appointments shall be as follows: four members shall be appointed for four years; three members shall be appointed for three years; and two members shall be appointed for two years. The director of human services, **or [NOT BOTH]** a designated representative, and a representative of the governor's office, shall be ex officio[,] voting members. **The authority shall be headed by the board.**

(b) The board of directors shall select a chairperson and vice-chairperson from among its members. The director of human services and the governor's representative shall be ineligible to serve as chairperson of the board.

(c) Six members shall constitute a quorum, whose affirmative vote shall be necessary for all actions by the authority. The members shall receive no compensation for services, but shall be entitled to necessary expenses, including travel expenses, incurred in the performance of their duties. [L 2006, c 180, pt of §2; am L 2007, c 249, §34; am L 2010, c 48, §2]

I look forward to receiving written confirmation by the Board of Directors, as I have requested on page 5, which is due by the end of the day Monday, January 20, 2025. Your immediate response is greatly appreciated.

Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

/s/ Laurie Thorson  
P.O. Box 1409  
Kailua, HI 96734  
(808) 222-5885  
Lthorson7@gmail.com

**<https://governmentcorruptioninhawaii.wordpress.com/>**

**Attachments:**

- **Attachment 1** ~ Email dated 12.05.24 to Attorney Chase Suzumoto
- **Attachment 2** ~ Email dated 12.05.24 to state auditors 'Plante & Moran'
- **Attachment 3** ~ New court filing dated 12.16.24, Thorson v. HPHA, 2<sup>nd</sup> Request to Amend Complaint, with attachments: Proposed Amended Complaint, FRAUD CHART, and BRIBERY CHART
- **Attachment 4** ~ Standard of Conduct for all HPHA employees and all HPHA Board of Directors



Laurie Thorson <lthorson7@gmail.com>

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## Thorson v HPHA

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Laurie Thorson <lthorson7@gmail.com>

Thu, Dec 5, 2024 at 12:39 PM

To: Attorney Chase Suzumoto <chase.suzumoto@hawaii.gov>, "U.S. Attorney Clare Connors" <USAHI.PublicAffairs@usdoj.gov>, "AG Anne E. Lopez" <hawaiiag@hawaii.gov>, "Governor Josh B. Green" <Josh.Green@hawaii.gov>, Attorney Craig Iha <Craig.Y.Iha@hawaii.gov>, "HPHA: Hakim Ouansafi" <hakim.ouansafi@hawaii.gov>, Ryan Yamane DHS Director <dhs@dhs.hawaii.gov>, Attorney Klemen Urbanc <klemen.urbanc@hawaii.gov>, "HPHA: Ryan Akamine" <ryan.m.akamine@hawaii.gov>, "HPHA: Lyle Matsuura" <lyle.f.matsuura@hawaii.gov>, "HI HUD/PIH: Jesse Wu" <jesse.wu@hud.gov>, Mayor Rick Blangiardi <mayor@honolulu.gov>

Dear Mr. Chase:

I was so disappointed in you this morning. You lied to the board about me and you twisted the facts of my case.

You even lied when you told the board my neighbor obtained two restraining orders against me. This is false. I have never had a restraining order against me. My son and I hired an attorney to represent us against a druggie neighbor who, as you already know, was stalking me and my son. The restraining order filed against me was not granted because the facts proved the neighbor was actually stalking me, and she even tried to put out my security cameras at 1:00 am. I have videos to prove this, which you already have, and I have police reports to prove this neighbor was stalking and harassing me and my son. This neighbor has an extensive criminal record that proves she was a drug addict for decades living in the streets in California, until she got a one way ticket to Hawaii. I also have witnesses in Hawaii who filed police reports against her (violence related) and a business owner who paid her \$20K to leave the island after threatening his employees with physical harm.

You also lied to the board and told them I was not homeless after September 30. You know I was homeless for the whole month of October, living in my vehicle. Shame on you for not helping me.

You need to focus on the facts and stop fabricating lies about me.

**When you're ready, you are welcome to contact me so I can show you exactly how I found the HUD figures that are outlined in my Fraud Chart. This should be your focus.**

Sincerely,  
Laurie Thorson





MYLES S. BREINER

1003 Bishop Street, Suite 2150  
Honolulu, Hawaii 96813  
Tel: (808) 526-3426  
Fax: (808) 521-7680  
e-mail: myles@breinerlaw.net  
Web: hawaii-criminal-defense.net

January 10, 2022

[REDACTED]  
Kailua, Hawaii 96734

Re: Cessation of contact with Laurie and Ryan Thorson

Dear [REDACTED]

As you are aware, we represent Laurie (“Mrs. Thorson”) and Ryan Thorson (Mr. Thorson”). We know that you are also aware of the criminal offense of Harassment (Hawaii Revised Statute “HRS” section 711-1106) given Mrs. Thorson’s report made against you with the Honolulu Police Department (“HPD report number 21-530952 filed on December 17, 2021).<sup>1</sup> We now write to apprise you of additional criminal offenses here in Hawaii.

Under Hawaii Revised Statute (“HRS”) section 711-1106.5 entitled “Harassment by stalking,” a person commits the offense of harassment by stalking if, with intent to harass, annoy, or alarm another person, or in reckless disregard of the risk thereof, that person engages in a course of conduct involving pursuit, surveillance, or nonconsensual contact upon the other person on more than one occasion without legitimate purpose. HRS §711-1106.5(1). “Nonconsensual contact” means any contact that occurs without that individual’s consent or in disregard of that person’s express desire that the contact be avoided or discontinued, and includes direct personal visual or oral contact and contact via telephone, facsimile, or any form of electronic communication, as defined in HRS §711-1111(2), including electronic mail transmission. HRS §711-1106.5(3). Harassment by stalking” is a misdemeanor, meaning that it is punishable by up to a \$2,000 fine and up to one year of imprisonment. HRS §§711-1106.5(4), 706-640(1)(d), and 706-663.

To be clear, you do not have the consent of either Mrs. Thorson or Mr. Thorson to contact them by any means whatsoever. This letter serves as their respective express desires that all contact from you be discontinued.

Under HRS §707-711 entitled “Assault in the second degree” a person commits



[REDACTED]  
January 10, 2022

Page 2 of 2

the offense of assault in the second degree if the person intentionally or knowingly causes bodily injury to a person who is sixty years of age or older and the age of the injured person is known or reasonably should be known to the person causing the injury. HRS §707-711(m). Assault in the second degree is a class C felony, meaning that it is punishable by up to a \$10,000 fine and a five (5) year indeterminate term of imprisonment. HRS §§707-711(2), 706-640(1)(c), and 706-660(1)(b).

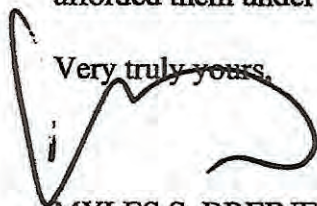
To be clear, if you did not know, now you do; Mrs. Thorson is over the age of 60.

Under HRS §708-812.55 entitled "Unauthorized entry in a dwelling in the first degree," a person commits the offense of unauthorized entry in a dwelling in the first degree if the person intentionally or knowingly enters unlawfully into a dwelling and another person was, at the time of the entry, lawfully present in the dwelling who sixty years of age or older and the age of the person lawfully present in the dwelling was known or reasonably should have been known to the person who unlawfully entered. HRS §708-812.55(1)(a). Unauthorized entry in a dwelling in the first degree is a class B felony, meaning that it is punishable by up to a \$25,000 fine and a ten (10) year indeterminate term of imprisonment. HRS §§708-812.55(3), 706-640(1)(b), and 706-660(1)(a). The offense of Burglary in the first degree, in violation of HRS §708-810, is also a class B felony. See HRS §§708-810(1)(c) and (3).

To be clear, once again, Mrs. Thorson is over the age of 60.

Given our thorough investigation into your background, we have serious concerns that you may escalate your already bizarre and threatening behavior. If you do, we are well prepared to defend Mrs. Thorson and Mr. Thorson to the fullest extent afforded them under the law.

Very truly yours,



MYLES S. BREINER  
KYLE T. DOWD  
SEAN FITZSIMMONS

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**Audit / Hawaii Public Housing Authority**

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Laurie Thorson &lt;lthorson7@gmail.com&gt;

Thu, Dec 5, 2024 at 4:42 PM

To: jean.young@plantemoran.com, Ashley.Schade@plantemoran.com

Cc: Attorney Chase Suzumoto <chase.suzumoto@hawaii.gov>, "U.S. Attorney Clare Connors" <USAHI.PublicAffairs@usdoj.gov>, "AG Anne E. Lopez" <hawaiiag@hawaii.gov>, "Governor Josh B. Green" <Josh.Green@hawaii.gov>, Attorney Craig Iha <Craig.Y.Iha@hawaii.gov>, "HPHA: Hakim Ouansafi" <hakim.ouansafi@hawaii.gov>, Ryan Yamane DHS Director <dhs@dhs.hawaii.gov>, Attorney Klemen Urbanc <klemen.urbanc@hawaii.gov>, "HPHA: Ryan Akamine" <ryan.m.akamine@hawaii.gov>, "HPHA: Lyle Matsuura" <lyle.f.matsuura@hawaii.gov>, "HI HUD/PIH: Jesse Wu" <jesse.wu@hud.gov>, Mayor Rick Blangiardi <mayor@honolulu.gov>

TO: Jean Young and Ashley Schade (Plante &amp; Moran)

FROM: Laurie Thorson

RE: Audit / Hawaii Public Housing Authority  
12.05.24, Hawaii Public Housing Authority, Board of Directors meeting

Please take note that I was in attendance at the board meeting today. As a recipient of the Section 8 Housing Choice Voucher Program, I have a responsibility to inform you that the Hawaii Public Housing Authority provided you false information, of which you used this false information in your audit.

I do apologize that the Hawaii Public Housing Authority Board of Directors did not forward to you the charts they received from me, which proves Hakim Ouansafi, the Executive Director of the Hawaii Public Housing Authority, has stolen \$106,861,491 (since 2015) from the Section 8 program, and he continues to steal \$800K-\$1M each and every month.

I raised my hand several times during the board meeting in an effort to inform you that I found figures in your audit to be inaccurate. Even though it is the responsibility of the Hawaii Public Housing Authority to provide you with true and accurate information, I am informing you that I am 100% confident that the figures they provided you are based on fraud.

At the board meeting today, you were fully informed by my testimony of the fraud scheme being implemented by the Hawaii Public Housing Authority, and yet for some reason you did not seek additional information to confirm and/or deny the claim of fraud. You had every opportunity to ask me any questions or to clarify the information I provided at the board meeting.

Unfortunately, the HPHA did not forward to you the charts I provided to them as part of my written testimonies, which proves fraud. Even though I created the charts, I did not create the figures.

The figures from the Fraud Chart were obtained from this HUD website:

<https://app.powerbigov.us/view?r=eyJrIjoiM2Y2OTQ2MTAtODVhNC00YmM2LThhOWEtZWY4MGU5YWFmZDFmliwidCI6IjYxNTUyYzRkZGJjZC1hODkzLkx0ODhNTmYzdiMiJ9>

Once you open up this website, go to page 2 and select the State of **Hawaii**, and select **H1901 Hawaii Public Housing Authority**. You can also access the financial information for the other PHA's in Hawaii. Each page provides different information, so you'll have to learn how to scroll and maneuver the cursor within each graph in order to gather the information you need. If you have any questions, please contact me directly and I will help you. It will take time to learn how to maneuver around this website, but if I can do it, I'm sure you can too.

The HUD information on this website confirms how much subsidy HUD issued to the HPHA, how much **subsidy** the HPHA **actually** expended (based on HPHA providing false information), how many Section 8 vouchers were issued by HUD to HPHA, and how many Section 8 **vouchers** the HPHA **actually** expended. The fraud scheme will become evident to you, or you can always refer to my chart which I have already extracted the figures from the HUD website. Remember, the Section 8 vouchers belong to HUD, not to the HPHA, so HUD knows exactly how many vouchers were **actually** issued to the HPHA and how many vouchers were **actually** used by the HPHA.

Even though it is the responsibility of the HPHA to provide you with true and accurate information, they failed miserably, all in an attempt to hide the fraud scheme. Once you fully informed of the fraud scheme, instead of pausing your audit for a day or two to investigate my claims of fraud, during the board meeting you proceeded to conclude that your audit was

accurate and complete, which it is not. You confirmed the information you received from the HPHA was provided to you by Bennett Liu, the Chief Compliance Officer for the Hawaii Public Housing Authority.

The attached document contains all three "written testimonies" I submitted to the Hawaii Public Housing Authority Board of Directors. I apologize they chose to not forward this information to you. Please revise your audit accordingly.

I raised my hand several times during your testimony at the board meeting because I wanted to bring to your attention what I had just found looking at one page of your audit. But for some reason I was not allowed to speak. The complete audit was not provided before the board meeting as part of the board meeting agenda, and then once you began speaking, the board refused to let me speak.

Refer to the section of your audit report titled "Required Supplementary Information". On the second page, the "Original Budget" confirms the subsidy (revenues) HUD issued to the HPHA, but "the "Actual" figures for "Expenditures" is incorrect. This is confirmed if you use the above HUD website to help you, which confirms that the full subsidy issued to HPHA was used to issue approximately 80% of the vouchers. So how is it that 100% of the subsidy can be determined as "actual" expenditures? I'm confident that you now have the resources you need to revise your audit. Please let me know if you need a copy of past audits so I can provide those to you, which are documents I used to put together my Fraud Chart.

Simultaneously to you revising your audit, there is currently an investigator for the State of Hawaii who is also using the same HUD website to determine the accuracy of your audit and the information you were provided. I will let you know what the investigator concludes as soon as I get a final report. And I look forward to receiving a copy of your revised audit as soon as possible.

Please do not hesitate to contact me if you have any questions or need clarification.

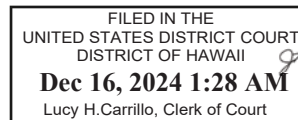
Respectfully submitted,  
Laurie Thorson  
[Lthorson7@gmail.com](mailto:Lthorson7@gmail.com)  
808-222-5885

P.S. Please visit my website to learn more about the fraud scheme implemented by Hakim Ouansafi, the Executive Director of the Hawaii Public Housing Authority. The website address is: <https://governmentcorruptioninhawaii.wordpress.com/>

You are welcome to read my Complaint and subsequent filings to learn why i filed my lawsuit:  
Laurie Thorson v. Hawaii Public Housing Authority, Hakim Ouansafi, Ryan Akamine, and Lyle Matsuura  
**U.S. District Court Case No. 23-00412-MWJS-WRP**

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 **ALL WRITTEN TESTIMONIES FOR HPHA BOARD MEETINGS - for public use.pdf**  
12013K



Laurie Thorson, pro se  
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(808) 222-5885  
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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

|  |   |                                     |
|--|---|-------------------------------------|
| LAURIE THORSON                         | ) |                                     |
| pro se plaintiff                       | ) | <b>CV-23-00412-MWJS-WRP</b>         |
| v.                                     | ) |                                     |
| HAWAII PUBLIC HOUSING AUTHORITY        | ) | <b>2<sup>nd</sup> REQUEST</b>       |
| and                                    | ) | <b>FOR LEAVE TO FILE</b>            |
| Hakim Ouansafi, HPHA Exec. Director    | ) | <b>AMENDED COMPLAINT</b>            |
| Ryan Akamine, Chief Compliance Officer | ) |                                     |
| Lyle Matsuura, HPHA Supervisor IV      | ) | (to add claims of Fraud & Bribery)  |
| _____                                  | ) | (to add Bennett Liu as a defendant) |

This is my 2<sup>nd</sup> request for leave to file my amended complaint. Attached is my Proposed Amended Complaint. As previously instructed by the court, and in compliance with LR10.4, I am submitting my Proposed Amended Complaint with the words I want to add highlighted in red, and the striked-thru words are to be deleted.

My Proposed Amended Complaint is for the purpose of **adding the claims of Fraud and Bribery, and adding Bennet Liu as a defendant**, who is the Chief Financial Officer for Hawaii Public Housing Authority.

. . . . .

**List of Attachments:**

- Attachment A ~ FRAUD CHART
- Attachment B ~ BRIBERY CHART



## INTRODUCTION

Plaintiff seeks leave to amend her complaint to add a new claim of **Fraud**, to add a new claim of **Bribery**, and to **add Bennett Liu as a defendant**, who is the Chief Financial Officer for the Hawaii Public Housing Authority.

The court determined in its denial of plaintiff's first motion to amend complaint, "...An amendment is futile if "**no** set of facts can be proved under the amendment to the pleadings that would constitute a valid and sufficient claim or defense." See *Miller v. Rykoff-Sexton, Inc.*, 845 F.2d 209, 214 (9th Cir. 1988) (citations omitted)..."

Plaintiff's second motion to amend complaint is not made in bad faith, is not for the purpose of delaying proceedings, and is not considered futile. Plaintiff believes she has alleged sufficient facts and provided the attached Fraud Chart and Bribery Chart of factual figures to prove claims of Fraud and Bribery. Plaintiff believes she has met the threshold required to warrant approval for leave to amend her complaint to include the claims of Fraud and Bribery, and to add Bennett Liu as a defendant.

### FRCP 9(b)

**Plaintiff is filing a civil lawsuit, not a criminal lawsuit, as suggested by the court when it denied the** plaintiff's first motion to amend her complaint, by writing, "...the Proposed FAC **does not allege a civil claim for fraud** but instead alleges a criminal claim for fraud involving federal program funds. Because Plaintiff cannot

assert a claim for violation of federal criminal statutes, including 18 U.S.C. § 666, her request for leave to amend to add a claim for fraud is DENIED...”

**FRCP 9(b) reads:**

FRCP (Federal Rules of **Civil** Procedure)

Rule 9. Pleading Special Matters

(b) **FRAUD OR MISTAKE; CONDITIONS OF MIND.**

In alleging **fraud** or mistake, a party must state with **particularity** the circumstances constituting **fraud** or mistake. Malice, intent, knowledge, and other conditions of a person’s mind may be alleged generally.

**Civil v. Criminal**

Plaintiff filed a civil complaint and has consistently alleged a civil claim for Fraud. Plaintiff is required to file in the federal court (and not in state court) because the federal court has jurisdiction over federal programs, and in defining and enforcing of federal laws.

Although the defendants may be in violation of criminal code 18 U.S.C. § 666, the plaintiff claims no responsibility for criminal actions by the defendants, and relies on the U.S. Attorney Clare Connors and the State of Hawaii Attorney General Anne Lopez to file their own criminal claims if they believe the information I have provided in my civil case can be used to assist them in doing their job.

Plaintiff’s claims the defendants inputted damages upon her in retaliation for disputing the defendants illegal policies, which

plaintiff has proven are not in compliance with HUD regulations and federal laws.

Plaintiff is confident that the facts provided are sufficient evidence to prove all her claims against the defendants are true.

The facts prove that since January 2015, the defendants elaborate fraud schemes have allowed them to steal **\$106,861,491**, and continue to steal **\$800K - \$1M each and every month** from the Section 8 Housing Choice Voucher Program.  
**(refer to Attachment A – Fraud Chart).**

### **FRAUD CLAIM**

**(refer to Attachment A – Fraud Chart)**

Plaintiff has met the highest level of stringent standards required of many appellate courts, requiring that civil fraud claims “...must state with particularity the circumstances constituting fraud...”, as required by **FRCP 9(b)**.

Plaintiff identifies in great detail the actions and the actors involved, and provides the court with a detailed ‘Fraud Chart’ to prove the intent (with great particularity in regards to figures, dates, time, place, and content of the facts) to commit fraud, to intentionally steal federal funds from the Section 8 program **each and every month since January 2015**.

There is no question that plaintiff’s ‘Fraud Chart’ provides, **with particularity**, factual details that confirm a strong inference of fraud actually was perpetrated by defendants Hakim Ouansafi, Ryan Akamine, Lyle Matsuura, and Bennett Liu.

## **State of Mind**

Appellate courts have held that Rule 9(b) requires fraud complaints allege facts that lead to a “strong inference” that the defendant has the requisite state of mind with the intent to commit fraud.

Plaintiff’s fabricated and enforced the illegal policy to use low comparables against the contract rent in all rent reasonableness determinations for the purpose of committing fraud by consistently lowering the contract rent for each voucher but for the sole purpose of stealing federal funds from the federal program: Section 8 Housing Choice Voucher Program. This is just one of many fraud schemes that the plaintiff provides in her Proposed Amended Complaint.

Defendant Hakim Ouansafi admitted (aka: state of mind) to fabricating and enforcing his illegal policies to use low comparables, and by communicating fabricated accounting figures, which he: (1) confirmed to HUD, (2) confirmed to the HPHA Board of Directors, (3) confirmed to state auditors, (4) confirmed in the HPHA Administrative Plans, (4) confirmed on the HPHA website, and so many other sources. This is in addition to the defendants’ actions of an admission of guilt when implementing their illegal policy to use low comparables against plaintiff’s voucher.

In addition to the above, plaintiff provides a list of additional fraudulent schemes implemented by Hakim Ouansafi for the purpose of increasing the amount of subsidy he steals from the Section 8 Housing Choice Voucher Program.



**Plaintiff is confident she can prove at trial that the defendants committed Fraud when it provided and altered accounting figures, and communicating those false figures to HUD, to the HPHA Board of Directors, to auditors, and in all financial statements issued by the defendants. The facts prove that the fabricated figures were for the purpose of hiding the subsidy that was being stolen from the Section 8 program.**

The 'Fraud Chart' proves that the defendants received 100% of the subsidy from HUD allocated for the Section 8 Housing Choice Voucher Program only. Defendant Hakim Ouansafi falsely reported to HUD that  $\pm 100\%$  of the subsidy received from HUD was used to issue only  $\pm 80\%$  of the vouchers it received from HUD.

The balance of the subsidy not used to issue  $\pm 20\%$  of the vouchers has been diverted and/or misappropriated from the Section 8 program, which is confirmed by Hakim Ouansafi when he reported to HUD that he used  $\pm 100\%$  of the subsidy to issue only  $\pm 80\%$  of the vouchers.

Hakim Ouansafi intentionally provided false information in all the Hawaii Public Housing Authority's financial statements, and to third parties, in an attempt to hide federal funds being stolen from the Section 8 Housing Choice Voucher Program.

Plaintiff's 'Fraud Chart' proves that since 2015, defendants have stolen a total of **\$106,861,491** from the Section 8 Housing Choice Voucher Program, and defendants continue to steal **\$800K-\$1M** of subsidy each and every month.

(refer to the Fraud Chart).

## **BRIBERY CLAIM**

### **(refer to Attachment B – Bribery Chart)**

BRIBERY is defined as "...the offering, giving, receiving, or soliciting of any item of value (to include outrageous salary increases, which not in accordance with Hawaii's employee compensation schedules) to influence the actions of an official, or other person, in charge of a public or legal duty and to incline the individual to act contrary to their duty and the known rules of honesty and integrity. With regard to governmental operations, essentially, bribery is defined as corrupt solicitation, acceptance, or transfer of value (i.e., outrageous salary increases) in exchange for official action"...".

SENATE BILL 3120 proves Hakim Ouansafi's intentions to commit bribery by fraudulently convincing the legislature to pass Senate Bill 3120, thereby allowing Hakim Ouansafi to by-pass the Hawaii Public Housing Authority "Board of Directors", and by-pass the Hawaii Revised Statutes, so that Hakim Ouansafi alone has sole authority to hire his own management team and "reward" them with salaries "...that exceed the Governor's salary...", which is against the law according to **HRS §356D-2**.

The attached BRIBERY CHART is a list of all the managers who report directly to Hakim Ouansafi and their outrageous salary increases.

SB 3120 ~ February 8, 2024, Hakim Ouansafi provided **written testimony** to the legislature in "strong support" of SB 3120 to allow himself sole authority to by-pass the HPHA Board of Directors and by-pass the Hawaii Revised Statutes.

*[https://www.capitol.hawaii.gov/sessions/session2024/Testimony/SB3120\\_TESTIMONY\\_HOU\\_02-08-24\\_.PDF](https://www.capitol.hawaii.gov/sessions/session2024/Testimony/SB3120_TESTIMONY_HOU_02-08-24_.PDF)*

Hakim Ouansafi writes in his testimony letter in support of SB 3120, "...salaries are authorized by the Executive Director and NOT the Board of Directors..." "...Deletes the wage ceiling requirement for positions in the HPHA..." and "...clarify that the staff report to the Executive Director..." "...authorize the Executive Director to hire staff that may need salaries that are required to be **ABOVE the Governor's salary...**" (which is in violation of the Hawaii Revised Statutes **HRS §356D-2**).

*[https://www.capitol.hawaii.gov/session/measure\\_indiv.aspx?billtype=SB&billnumber=3120&year=2024](https://www.capitol.hawaii.gov/session/measure_indiv.aspx?billtype=SB&billnumber=3120&year=2024)*

**SB 3120 reads, in part:**

- "...executive director and an executive assistant, whose salaries shall be set by the board..." .

(Note: the board already set the **Director's salary at 99% of the Governor's salary; and the board already set the Director Assistant's salary at 99% of the Director's salary**).

(refer to attached Bribery Chart)

- "...**executive director shall employ...**a chief financial officer, a property management branch chief, a chief planner, a redevelopment officer, a chief compliance officer, a housing contract and procurement officer, a human resources and safety officer, and a housing policy and program coordinator, whose **salaries shall be set by the executive director...**".

**The beneficiaries of SB 3120 are: Bennett Liu (Chief Financial Officer) who altered the HPHA's financial statements and who lied to HUD and to the state auditors, Ryan Akamine (Chief Compliance Officer) who enforces the HPHA's illegal policies; Lyle Matsuura (Supervisor - who works directly with the Section 8 recipients) who implements the HPHA's illegal policies to all recipients and landlords of the Section 8 program.**

These employees noted above are acting outside the scope of their duties in order to support Hakim Ouansafi's fraud scheme to steal millions of dollars in federal funds from the Section 8 Housing Choice Voucher Program.

**BENNETT LIU**

**Chief Financial Officer  
Hawaii Public Housing Authority**

**Plaintiff requests that Bennett Liu, Chief Financial Officer for the Hawaii Public Housing Authority, be added as a defendant.**

Plaintiff provides sufficient evidence to allege misconduct to support a reasonable inference that Bennett Liu should be added as a defendant.

Bennett Liu altered the financial statements for the Hawaii Public Housing Authority, communicated false figures to the state auditors (confirmed by the auditors in the 12.06.24 board meeting), communicated false figures to HUD, and communicated false figures to the Hawaii Public Housing Authority Board of Directors.

Bennett Liu is liable for fabricating and providing false accounting information regarding subsidy used/unused by the Hawaii Public Housing Authority, federal funds allocated to be used only to implement the Section 8 Housing Choice Voucher Program.

Bennett Liu is responsible for altering the financial statements on behalf of the Hawaii Public Housing Authority, and communicating those altered figures to third parties, but for the purpose of being an accomplice to commit Fraud, by assisting Hakim Ouansafi in his fraud schemes to steal federal funds from the Section 8 Housing Choice Voucher Program.

Bennett Liu received an increase this last year in the amount of \$56,472, and now earns a total of \$144,936. The Bribery Chart proves that Hakim Ouansafi has already begun to “reward” his management staff with outrageous increases in their salaries, in exchange for their support and implementing his fraud schemes to steal millions of dollars from the Section 8 program. That’s bribery.

## CONCLUSION

To date, Hakim Ouansafi has stolen a total of **\$106,491,861** from the Section 8 program, and Hakim Ouansafi continues to steal approximately **\$800K - \$1M** each and every month.

The Fraud Chart (**Attachment A**) provides a detailed accounting of the amount of subsidy stolen each and every month since January 2015, providing **the actual amount of subsidy HUD issued to the HPHA, the actual amount of subsidy HPHA falsely claimed to HUD it used, the actual amount of vouchers the HUD issued to the HPHA, and the actual amount of vouchers the HPHA actually issued to the community.** Remember, the vouchers belong to HUD, not the HPHA, so HUD's records are accurate and confirm the fraud scheme by defendants to steal federal funds from the Section 8 program.

One of the "additional fraud schemes" I intend to include in my Amended Complaint proves that HUD allocated to the Housing Public Housing Authority a total of **643** vouchers to be issued to our veterans (VASH program), but only **491** were actually issued to veterans. Only 76.36% of the vouchers allocated to provide housing assistance to our veterans were actually issued by the Hawaii Public Housing Authority.

The fraud claim is substantiated because the defendants falsely claimed to HUD and falsely claimed in their financial statements that 100% of the subsidy they received to administer 100% of the vouchers was used; but because the vouchers belong

to HUD and not to the HPHA, HUD knows exactly how many vouchers were issued to the defendants, and how many vouchers the defendants actually dispensed to the community.

In closing, Plaintiff requests permission of the court for leave to amend her complaint to add the claims of Fraud and Bribery, and to add Bennett Liu as a defendant.

Respectfully submitted,

December 16, 2024

/s/ Laurie Thorson

Laurie Thorson  
P. O. Box 1409  
Kailua, HI 96734  
808-222-5885

**List of Attachments:**

- Attachment A ~ FRAUD CHART
- Attachment B ~ BRIBERY CHART

Laurie Thorson, pro se  
P. O. Box 1409  
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(808) 222-5885 Lthorson7@gmail.com

- WORDS IN RED ARE TO BE ADDED
- STRIKE-THRU WORDS ARE TO BE DELETED

IN THE UNITED STATES DISTRICT COURT FOR  
THE DISTRICT OF HAWAII

|  |                            |
|--|----------------------------|
| LAURIE THORSON                                   | )                          |
| pro se plaintiff                                 | ) CV-23-00412-MWJS-WRP     |
| v.   | )                          |
|  | ) <b>PROPOSED</b>          |
| HAWAII PUBLIC HOUSING AUTHORITY                  | ) <b>AMENDED COMPLAINT</b> |
| aka: HPHA  | )                          |
| and  | )                          |
| Hakim Ouansafi, HPHA Executive Director          | )                          |
| Ryan Akamine, HPHA Compliance Chief              | )                          |
| Lyle Matsuura, HPHA Supervisor IV                | ) <b>JURY TRIAL</b>        |
| <b>Bennett Liu, HPHA Chief Financial Officer</b> | )                          |
| _____  | )                          |

**Defendants:**

**Hawaii Public Housing Authority (aka: HPHA)**

1002 North School Street  
Honolulu, Hawaii 96817  
hphas8office@hawaii.gov  
(808) 832-6040

**Hakim Ouansafi, Executive Director**

Hawaii Public Housing Authority  
1002 North School Street  
Honolulu, Hawaii 96817  
hakim.ouansafi@hawaii.gov  
(808) 832-4694 and (808) 832-4696

*(more defendants continued on next page)*  
*(to navigate through this complaint, refer to the Table of Contents at the end)*



**Ryan Akamine, Chief Compliance Officer**

Hawaii Public Housing Authority  
1002 North School Street  
ryan.m.akamine@hawaii.gov  
(808) 832-4680

**Lyle Matsuura, Supervisor IV**

Hawaii Public Housing Authority  
1002 North School Street  
lyle.f.matsuura@hawaii.gov  
(808) 832-5916 & (808) 832-5863

**Bennett Liu, Chief Financial Officer**

Hawaii Public Housing Authority  
1002 North School Street  
bennett.liu@hawaii.gov  
(808) 204-9042

**A. VENUE AND JURISDICTION**

1. This venue is proper because defendants, Hawaii Public Housing Authority (HPHA) and its employees (hereinafter referred to as defendants) are located in this judicial district.

2. This venue is proper because the acts of defendants that caused the plaintiff harm occurred in this judicial district.

3. This court has jurisdiction over this action because defendants receive federal funds from HUD (U.S. Department of Housing and Urban Development) to implement the Section 8 Housing Choice Voucher Program in Hawaii.

4. This court has jurisdiction over this action because it pertains to federal laws and HUD guidelines that dictate how the defendants are to implement the Section 8 Housing Choice Voucher Program.

5.Ā This court has jurisdiction over this action because it pertains to noncompliance by defendants for illegally deleting from and/or adding to the federal laws and HUD guidelines that govern how the Section 8 Housing Choice Voucher Program is to be implemented.

6.Ā This court has jurisdiction over this action because it pertains to noncompliance by defendants for failure to ensure that their administrative plan conforms to the federal rules and HUD guidelines.

## **B. PLAINTIFF’S CLAIMS AGAINST THE DEENDANTS**

1. Plaintiff claims defendants are guilty of FRAUD. Plaintiff claims evidence proves that Hakim Ouansafi has fraudulently stolen \$106,861,491 from the Section 8 Housing Choice Voucher Program since 2015; and continues to steal \$800K - \$1M each and every month. (refer to Fraud Chart).

2. Plaintiff claims defendants are guilty of BRIBERY. Plaintiff claims factual evidence proves that Hakim Ouansafi has fraudulently solicited the legislature to approve SB 3120, which allows Hakim Ouansafi sole authority having precedence over the Hawaii Revised Statutes and the Hawaii Public Housing Authority Board of Directors for the purpose of hiring his own management staff and to pay his management staff a salary “...that exceeds the governor’s salary...” in return for supporting and enforcing fraud schemes to steal federal funds from the Section 8 Housing Choice Voucher Program. (refer to Bribery Chart).

3. Plaintiff claims defendants are not in compliance with the federal rules and HUD guidelines that dictate how the Section 8 Housing Choice Voucher Program is to be implemented, ~~Plaintiff claims~~ and defendants adopted an illegal policy to use **one low comparable in all their rent reasonableness determinations** that is not in compliance with federal rules and HUD guidelines.

4. Plaintiff claims defendants illegal policy to use one low comparable does not benefit the tenant or the landlord/owner, but only benefits the defendants. Defendants use one low comparable as policy to lower the contract rent for the purpose of accumulating as much 'surplus grant funds' as they can, which amount exceeds approximately \$106M ~~\$32M~~ per year.

5. Plaintiff claims there is no rule in defendants Administrative Plan to support defendants policy to use one low comparable in rent reasonableness determinations. In fact, plaintiff can prove that the defendants current Administrative Plan is not in compliance with the federal rules and HUD guidelines (as required **in accordance with** 24 CFR §982.54).

6. Plaintiff claims defendants policy to use one low comparable was not in effect prior to the employment of Executive Director Hakim Ouansafi, who was hired on January 3, 2012. Plaintiff claims Hakim Ouansafi created and enforces the illegal policy to use one low comparable in all rent reasonableness determinations.

7. Plaintiff claims that she reported to Executive Director Hakim Ouansafi (and other government officials) that there were discrepancies in the handling of her voucher, including using the one low comparable. To date, the plaintiff is alone to defend for herself and this is why plaintiff is filing this complaint.

8. Plaintiff claims that defendants discriminated, intimidated, harassed, defamed, and retaliated against the plaintiff (and continue to do so **even today**) for the purpose of intentionally interfering with plaintiff's housing, and interfering with plaintiff's approved reasonable accommodations.

9. Plaintiff claims that the defendants purposefully and intentionally retaliated against the plaintiff, as outlined below:

(a) **retaliated** against the plaintiff **after** she complained to the agency that they were not using the correct payment standard charts, **and not using the** correct utility allowance charts, **and** used one **low comparables** in the rent reasonable determinations that caused the plaintiff's contract rent to be drastically reduced, and nullified plaintiff's 120% reasonable accommodation, *and then*,

(b) **retaliated** against the plaintiff *again* **after** she complained about the one low comparable being used, by interfering with the plaintiff's reasonable accommodation to have a **live in aide**, *and then*,

(c) **retaliated** against the plaintiff *again* (a year and a half later) **after** the plaintiff filed her FHEO complaint, in order to interfere with the plaintiff's **live in aide** under the guise of an on-going "investigation" into plaintiff's live in aide, *and then*,

(d) **retaliated** against the plaintiff *again* by **defaming** the plaintiff and live in aide by communicating to members of the public, outside the agency, that the plaintiff and live in aide are going to prison for fraud. Defendants never communicated to the plaintiff or live in aide that they were not in compliance with any federal or administrative rule. Had defendants done so, the plaintiff and live in aide would have immediately complied. To date, the plaintiff still does not know what would warrant the defendants to claim the plaintiff and live In aide are guilty of fraud.

10. Plaintiff claims that the defendants intentionally use one **low** comparable "as policy" in all rent reasonableness determinations. By using the low comparable, defendants **interfered** with plaintiff's housing by causing the plaintiff's payment standard and contract rent to be reduced from \$4,000 to \$3,273, and which nullified plaintiff's 120% reasonable accommodation (considered by HUD as plaintiff's "approved exception payment standards").

11. Plaintiff claims that the defendants consistently use **low** comparables "as policy" in **all** their rent reasonableness determinations.

This policy is not in compliance with the HUD rules that are outlined in HUD/PIH Housing Choice Voucher Program Guidebook, Chapter 3, titled Rent Reasonableness, which confirms:

**“...PHA should collect data on units with gross rents at least 20-25 percent *above* the greater of the payment standard or the FMR, including any HUD approved exception payment standards...”**

**HUD/PIH Housing Choice Voucher Program Guidebook,  
Chapter 3, Rent Reasonableness**

“...PHAs should take a common-sense approach to valuing a unit based on these factors...”

3.1.2 PHAs need to be careful **not** to limit their rent reasonableness analysis to only mid-range units or only units in certain more affordable neighborhoods. **Voucher families may choose to rent units above the payment standard.** As a rule of thumb, the **PHA should collect data on units with gross rents at least 20-25 percent *above* the greater of the payment standard or the FMR, including any HUD approved exception payment standards** (which “exception payment standard” is plaintiff’s 120% reasonable accommodation, approved in 2017).

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/guidebook](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook)

12. Plaintiff claims that the defendants consistently use one **low** comparables **as policy** in all their rent reasonableness determinations for the purpose of accumulating as much “surplus grant funds” as possible. The total “surplus grant funds” per voucher is the difference between the full value of the voucher (which defendants receive as grant funds from HUD) *and* the contract rent. The lower the defendants can get the contract rent, the more “surplus grant funds” defendants get to keep.

Refer to this HUD link, last sentence on page 7:

“... If the recipient [HPHA] approves unit rents that are reasonable, but are **less than the FMR** used to determine the grant award, then **there**

may be a surplus of grant funds and the recipient [PHA] may be able to serve additional program participants..."

<https://files.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf> (Refer to the last sentence on page 7)

13. Plaintiff claims it is illegal for the defendants to consistently use low comparables as policy for the purpose of intentionally lowering the contract rent for the purpose of accumulating "surplus excess funds".

14. Plaintiff's claims that the defendants interfered with her payment standard, interfered with her contract rent, interfered with her reasonable accommodation to have a live in aide, and interfered with her 120% reasonable accommodation which was considered as her approved "exception payment standard" in the amount of \$4,031. As a result of defendants using the low comparable as policy in their rent reasonableness determinations, the defendants lowered her contract rent to \$3,273. This means the defendants are accumulating \$758 each month as "surplus grant funds" from plaintiff's Section 8 voucher.

~~Here is the calculation:~~

~~— \$4,031 plaintiff's approved "exception payment standard"~~  
~~— \$3,273 plaintiff's contract rent (lowered as a result of~~  
~~defendants using one low comparable)~~  
~~= \$758 "surplus grant funds" defendants collect each month~~  
~~— x 12 months per year~~  
~~\$9,096 per year (defendants accumulate each year from~~  
~~plaintiff's Section 8 voucher)~~

~~14. Defendant's website (board meeting on 09.21.23) confirms that in one month defendants "...expended a total of \$4,765,532 in housing assistance payments (HAP) to private landlords on behalf of 3,528 voucher holders...".~~

~~Refer to Page 26~~

~~[http://www.hpha.hawaii.gov/boardinfo/board\\_mtgs\\_completed/2023\\_Public/09.21.23%20Public%20Packet%20HPHA%20Regular.pdf](http://www.hpha.hawaii.gov/boardinfo/board_mtgs_completed/2023_Public/09.21.23%20Public%20Packet%20HPHA%20Regular.pdf)~~

15. The purpose of defendants lowering the contract rent for each voucher (by using low comparables) is to increase the amount of ‘surplus grant funds’ the defendants accumulate, which allows the defendants to steal a greater amount of federal funds from the Section 8 Housing Choice Voucher Program.

**It’s important to note the fraud scheme (see attached Fraud Chart):**

- ~~̄~~ Defendants receive from HUD the maximum subsidy for each voucher (which as of today is 120% of the payment standard per voucher)
- ~~̄~~ The defendants then lower the contract rent as low as they can get it (by using low comparable against the contract rent in all rent reasonableness determinations for each voucher).
- ~~̄~~ The defendants are issued the total vouchers that equal the total subsidy received.
- ~~̄~~ The defendants use approximately 80% of the vouchers they received from HUD, but use 100% of the subsidy they received from HUD.
- ~~̄~~ There is no financial accounting for the 20% of subsidy that was not used. It just disappears from all accounting records.
- ~~̄~~ The attached chart proves the HUD figures, the total subsidy the defendants received, the total vouchers issued, the total vouchers used, and confirmation that ±100% of the subsidy was used for only ±80% of the vouchers the defendants received.
- ~~̄~~ This is fraud, and is considered a crime according to 18 U.S.C. §666 and CRM 1002 (Department of Justice, Criminal Rules Manual)

~~15. —Based on the **3,528** Section 8 vouchers, it is reasonable to assume that defendants are receiving “surplus grant funds” for each voucher because of their policy to use one low comparable in all rent reasonableness determinations. Assuming the defendants receive \$758 in “surplus grant funds” from each **3,528** vouchers. That would mean that the **defendants are accumulating approximately \$2,674,224 each month in “surplus grant funds.** \$758 “surplus grant funds” per voucher, per month ~~x 3,528~~ vouchers managed by defendants each month = **\$2,674,224 “surplus grant funds” defendants accumulate each month (approximately)**~~



~~16. Based on the \$2,674,224 of “surplus grant funds” that the defendants accumulate each month, it can be determined that **defendants are accumulating approximately a total of \$32,090,688 each year in “surplus grant funds”.**~~

~~$$\begin{array}{r} \$2,674,224 \text{— defendants monthly “surplus grant funds”} \\ \times 12 \text{— per month} \\ \hline \mathbf{\$32,090,688} \text{— “surplus grant funds” defendants accumulate} \\ \hline \mathbf{\text{each year (approximately)}} \end{array}$$~~

16. Defendants illegal policy to use one low comparable in all rent reasonableness determinations does not benefit the landlord and does not benefit the tenant, but only benefits the defendants. It is reasonable to expect that the defendants would adopt policy that is in the best interest of the landlords and tenants, not just the defendants:

(a) **Landlords** are required to reduce their contract rent **below the contract rent**, below HUD’s FMR, and below the tenant’s payment standard. It is expected that landlords/owners should be consistent in renting out their units based on HUD’s FMR by zip code and by bedroom size. But if the landlord decides to rent to a Section 8 recipient, it will always work out that the landlord will be required to lower the rent in order to accommodate the defendants using even one low comparables. Landlords will never be allowed to at least get the FMR value for their rental. Now I understand why landlords in Hawaii do not want to rent to Section 8 recipients.

(b) **Tenants/Section 8 recipients** use the payment standard amount communicated to them on their voucher to assist them in finding a rental. Only to find out in the end that defendants will always use a low comparable to lower the contract rent. This means the tenant must start searching for another rental (before the voucher expires) below the new lowered payment standard, or the landlord must lower the rent.



Tenants are truly at the mercy of the defendants and the landlords, because the landlord is not required to accept the new contract rent that is determined by the defendants using one low comparable.

(c)̄ **Plaintiff** lost her “approved exception payments standard” (which included plaintiff’s 120% reasonable accommodation) when the defendants used the low comparable to lower the contract rent (from \$4,000 to \$3,273. The landlord accepted the lower contract rent, and the plaintiff agreed to appeal defendants decision to use low comparables “as policy” in all their rent reasonableness determinations.

17. Plaintiff claims that the defendants acted outside the scope of their duties and are unable to claim their motive is/was to use the “surplus excess funds” to support other recipients and programs, which HUD permits. This thinking is equivalent to robbing a bank and giving the money to the poor. A crime is still being committed.

18. Plaintiff claims that the defendants have not revised their Administrative Plan to reflect their policy to use one low comparable (in conjunction with two high comparables) in their rent reasonableness determinations.

**This is the short version of defendants Administrative Plan:**

**“...At least three comparable units will be used for each rent determination and of which at least two must have a gross rent that exceeds the subject gross contract rent**

This is the full version of defendants Administrative Plan **that is not in compliance with federal rules and HUD regulations:**

**HPHA ADMINISTRATIVE PLAN**  
**SECTION 8 – HOUSING CHOICE VOUCHER PROGRAM**

Chapter 8

**8-III.D PHA RENT REASONABLENESS METHODOLOGY**

How Market Data is Collected

“...The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable units **in the same market area**. The PHA will develop a range of prices for comparable units by bedroom size within defined market areas. Units proposed for HCV assistance will be compared to the units within this rent range. **At least three comparable units will be used for each rent determination and of which at least two must have a gross rent that exceeds the subject gross contract rent, and the total average gross rent of the comparable units exceeds the subject gross rent.** Because units may be similar, but not exactly like the unit proposed for HCV assistance, the PHA may make adjustments to the range of prices to account for these differences. In certain cases where rent comparable unit data is unavailable in the immediate district and/or zip code area, the agency will expand its search into **the next** adjacent district(s).

**19. Contract Rent v. Payment Standards/FMR**

There is another conflict in defendants illegal policy to use one low comparable. Defendants collect data [comparables] against the contract rent, and HUD guidelines required that defendants collect data [comparables] against the payment standards.

This proves that the defendants are purposefully and intentionally using the one low comparable “as policy” in all their rent reasonableness determinations in order to purposefully and consistently lower the contract rent (for the purpose of accumulating “surplus grant funds”).

**Here's the proof:**

Defendants policy confirms that defendants use comparables against the Contract Rent:

“...at least two must have a gross rent that exceeds the subject gross **contract rent**...”

(in conjunction with one low comparable below the contract rent}

HUD guidelines confirm that defendants are required to use comparables against the Payment Standards/FMR:

“...PHA should collect data on units with gross rents at least 20-25 percent *above* the greater of the **payment standard or the FMR, including any HUD approved exception payment standards...**”

(note: plaintiff's “approved exception payment standard” included her approved 120% reasonable accommodation)

20. Plaintiff can provide an extensive study to prove that the **defendants are the only PHA in the country that uses one low comparable as policy in all their rent reasonableness determinations**. All other PHAs are in compliance with the HUD guidelines, and can prove it by their written methodology outlined in their Administrative Plan.

21. Plaintiff claims that after she complained to the defendants about the low comparable being used to lower her contract rent, which nullified her 120% reasonable accommodation, the defendants **retaliated** against the plaintiff by purposefully and intentionally **interfering** with the plaintiff's live in aide. The reasonable accommodation to have a live in aide was approved by defendants in 2017, and every year thereafter for five years (2017-2022).

22. Plaintiff claims that federal rules and HUD guidelines require that plaintiff's live in aide (1) is permitted to reside in plaintiff's home *only* when providing support services which includes disability-related overnight care as needed, (2) is not permitted to reside in plaintiff's home when not providing support services, (3) is required to have his own separate residence, and (4) must have a job to provide for his own expenses (especially considering that plaintiff only receives SSDI and is unable to pay for or care for a live in aide.

23. Plaintiff claims that the defendants acted outside the scope of their duties by acting as the gatekeeper to determine whether or not the plaintiff is entitled to have a live in aide.

In the Federal Register noted below, HUD confirms that the **defendants are not the gatekeepers** to assess the nature and character of plaintiff's disability, may not inquire into the nature or extent of plaintiff's disability, if the plaintiff can or can't live independently, and/or if the plaintiff does or does not need supportive services. The doctors do that.

**Federal Register 98-10374, pages 23850**, HUD writes:

**“...HA does not assess the nature and character of the occupant's disability** in order to match the occupant with requirements for occupancy...or to assure that the occupant will benefit from appropriate supportive services...”

**“...An elderly or disabled Section 8 participant chooses** whether to live in a group home or in other housing that satisfies the HUD housing quality standards. The HA may not bar access to group housing **because the HA believes that the participant can live independently, and does not need supportive services.** Conversely, the HA may not bar access to group housing **because the HA believes that the participant needs supportive services** that are not available at the housing...”

**“...the HA has no responsibility or authority to act as a gatekeeper who determines whether the assisted family has or lacks the capacity to live independently...”**

**“...The HA may not inquire into the nature or extent of disability...”**

<https://www.govinfo.gov/content/pkg/FR-1998-04-30/pdf/98-10374.pdf>

24. Plaintiff claims that defendants intentionally **retaliated** against the plaintiff by **refusing to accept as verification** four (4) letters from four (4) different doctors over the span of eight (8) years, and a voluminous amount of medical records, to prove that plaintiff is disabled and is required to have a live in aide.

25. Plaintiff claims that defendants acted outside the scope of their duties in which defendants required that the plaintiff, the plaintiff's current doctor, and the plaintiff's live in aide, answer numerous interrogatory questions regarding plaintiff's disability and live in aide; even requiring that the plaintiff answer the questions in **2 hours and 43 minutes**, or the inspection of the rental scheduled for the following morning would be cancelled.

The facts of this case prove that nothing the plaintiff provided the defendant Ryan Akamine, Chief Compliance Officer, was acceptable to “certify” the plaintiff's live in aide.

26. Plaintiff claims that defendants intentionally **retaliated** against the plaintiff after she filed her FHEO complaint, by continuing its investigation from the previous year, under the guise as part of an “ongoing investigation” into **certifying** plaintiff's live in aide.

27. Plaintiff claims that defendants, as part of their “ongoing investigation” in June 2023, communicated to members of the public, outside the agency, that the plaintiff and the live in aide were going to prison for fraud. Plaintiff claims that by communicating this to the public, this constitutes a claim of **defamation** against the defendants.

28. Plaintiff claims that defendants never notified the plaintiff or the live in aide that they were not in compliance with any federal or administrative rule. Had the defendants done so, the plaintiff and the

live in aide would have immediately complied. The question still remains, what would warrant defendants to claim to members of the public that the plaintiff and live in aide are going to prison for fraud.

29. Plaintiff claims that because of threats of prison and fraud, effective 09.18.23 **the live in aide quit**. The plaintiff now lives alone. This is the first time in over six years that the plaintiff is without her live in aide.

30. Plaintiff claims defendants notified the plaintiff that she no longer qualified for a 2-bedroom voucher because her live in aide quit, and would be issued a 0-bedroom voucher at her next annual recertification.

31. Plaintiff claims that defendants told her that she will no longer receive a 120% reasonable accommodation. This 120% reasonable accommodation was approved in 2017 to accommodate plaintiff's disability. Because plaintiff is unable to live in a high rise or even a low rise, the 120% reasonable accommodation allows the plaintiff to search for a rental in a very limited rental market.

32. Plaintiff claims that she understood defendants policy was that the live in aide could only reside in her home when the live in aide was providing disability-related overnight care, and the live in aide was required to have his own separate residence, and was required to have a job to care for himself.

33. Plaintiff claims that the defendants adopted illegal policy that is not in compliance with federal rules and HUD guidelines as it pertains to plaintiff's live in aide, nor is it in compliance with the defendant's own Administrative Rules (refer to HPHA Administrative Plan, Chapter 3, Rule 3-I.M, titled LIVE IN AIDE, Page 3-9).

34. Plaintiff claims defendants **already documented, already informed HUD, and already admitted to the court that their** fabricated illegal policies **confirm** that plaintiff's live in aide **must** solely and exclusively

reside in plaintiff's home even when **not** providing support services, is not permitted to provide disability-related overnight care as needed, is not permitted to have his own separate residence, and is not permitted to have a job, **in order for the plaintiff to qualify to be approved to received disability-related overnight care when needed.**

This could be the reason the defendants opened an investigation into the live in aide, wanting to prove the live in aide had his own residence and had a job, and was thereby violating their new fabricated illegal policies, but for the purpose of interfering with the plaintiff's live in aide.

**35. FHEO Enforcement Branch Chief Stephanie Rabiner** confirmed the defendants **informed her that they were investigating** the live in aide's **"primary"** residence, and that she informed the defendants that she was unable to find any **federal law or HUD regulation** that defines a live in aide's primary residence.

Ms. Rabiner's email reads:

**"...I have looked in our Housing Choice Voucher handbooks (old and new), our regulations, and the PIH notices that refer to live in aides. I cannot find anything that refers to a live in aide's primary residence or HUD's definition of a live in aide's primary residence..."**

Ms. Rabiner also confirmed in her email that defendants investigation report into the live in aide proves that the defendants communicated with the **plaintiff's** former neighbor and landlord. It was the former neighbor and landlord who informed the plaintiff and live in aide that the defendants told them the plaintiff and live in aide were going to prison for fraud. This threat is why the live in aide quit.



36. Plaintiff claims that defendant Executive Director Hakim Ouansafi was at all times fully aware of the unlawful acts of his employees, and yet did absolutely nothing to protect the plaintiff and live in aide from harm. It is the responsibility of the Executive Director to ensure that his employees are in compliance with federal laws and HUD guidelines that govern the behavior of his employees, and to ensure that the Section 8 Housing Choice Voucher Program is being implemented correctly.

37. Plaintiff claims that the defendants acted outside the scope of their duties; therefore, liability is imputed to the employer and qualified immunity does not apply. Hawaii Public Housing Authority is a state government entity organized under the laws of the State of Hawaii.

38. Plaintiff claims that the defendants altered financial statements and provided state auditors false information in order to hide the federal funds that the defendants were stealing.

39. Plaintiff claims defendants used 100% of the subsidy to issue only approximately 80% of the vouchers, and the balance of the subsidy was stolen (see attached charts). Evidence proves the HPHA received 120% subsidy for each Section 8 voucher, then used the illegal policy to use low comparables against the contract rent in order to consistently reduce amount actually paid for each voucher, which allowed for a greater portion of federal funds to be stolen.

40. Plaintiff claims defendants' additional fraud schemes are applied to this HUD programs, which increases the amount of subsidy the defendants steal from the Section 8 program:

- Section 8 waiting list is meaningless – ±20% of vouchers/subsidy stolen.
- Section 8 Landlord Incentive Program – lied to HUD program was implemented in Dec 2022, lied to HUD Landlord Liaison was hired in Dec 2022, refuses to implement program. P's landlord requested and was denied.
- Section 8 Veteran Vouchers – HUD confirms only **491 out of 643** vouchers issued to HPHA were actually issued to veterans - balance of subsidy stolen.

### C. SUMMARY OF FACTS

1. The following is a summary of facts about the plaintiff:

(a) Plaintiff, Laurie Thorson, is a 64-year old disabled woman. Plaintiff is a recipient of Social Security Disability Insurance (SSDI). Plaintiff was determined to be permanently disabled over a decade ago and is unable to work. The plaintiff is disabled with Epilepsy (a neurological seizure disorder) and Transient Epileptic Amnesia (TEA). Plaintiff has also been diagnosed with diabetes, anxiety, multiple back fractures (T3-T12), multiple pinched nerves in the thoracic and lumbar areas which cause chronic pain in her back and legs, and is blind in her right eye.

(b) Plaintiff originally received subsidized housing through the Section 8 Housing Choice Voucher Program in Oregon. Plaintiff transferred her 2-bedroom Section 8 voucher to Hawaii in 2017. Plaintiff's reasonable accommodation to have a live in aide and 2-bedroom voucher was initially approved as a reasonable accommodation in Oregon. Only after the plaintiff's neurologist contacted the plaintiff's son in Hawaii, did the son agree to be his mother's live in aide, and then he made arrangements to move his mother to Hawaii.

(c) It was plaintiff's neurologist and two other doctors from the mainland who determined the plaintiff ~~could no longer live alone and~~ required a live in aide as needed; mainly because of the frequency of seizures and amnesia. Because the plaintiff lived alone in Oregon, ~~and had nobody to help her when she needed help~~, she was frequently in the emergency room and admitted into the hospital almost on a weekly basis for injuries from falling during seizures, and amnesia evident during and after seizures.

(d) In Oregon, the plaintiff was issued a 2-bedroom voucher but only used a 1-bedroom voucher because the plaintiff refused to have a stranger live in her home as her live in aide; ~~but most importantly the plaintiff could not afford to hire a live in aide (her only income is SSDI).~~

(e) Plaintiff moved to Hawaii on June 27, 2017.

(f) In 2017, after the plaintiff arrived in Hawaii, defendants approved and issued the plaintiff a 2-bedroom voucher to accommodate the plaintiff's reasonable accommodation to have a live in aide. The approval was based on three (3) letters from three (3) different medical providers from the mainland, issued to the plaintiff over the span of the previous 4 years (2013 – 2017). All three (3) medical providers unanimously confirmed in writing that the plaintiff is disabled and is required to have a live in aide as needed. In 2017, defendants compliance department approved the plaintiff's reasonable accommodation to have a 2-bedroom voucher to accommodate plaintiff's live in aide when providing "disability-related overnight care" as needed.

(g) In 2017, defendants also approved a 120% reasonable accommodation because the plaintiff is limited in where she can live. Plaintiff is unable to live in a high-rise, medium-rise, or low-rise rental due to her disability, which makes it difficult for plaintiff to secure a rental. The 120% reasonable accommodation expanded plaintiff's ability to secure a rental to accommodate her disability, especially considering there is a shortage of rentals on the island.

(h) Every year thereafter (2017 – 2022), the plaintiff's reasonable accommodations were approved at the plaintiff's annual recertification application process. During this period of time, from 2017 – 2022, defendants never questioned and/or investigated the plaintiff's reasonable accommodation to have a live in aide.

2. The following is a summary of facts of plaintiff's claims against the defendants:

(a) It was after the plaintiff was issued a new voucher in March 2022, that the defendants used one low comparable as policy in a rent reasonableness determinations. In fact, the defendants used over 15

comparables in over 5 rent reasonableness tests, but for the purpose of intentionally interfering with plaintiff securing the rental in Hawaii Kai. By using the one low comparable, plaintiff's payment standard was reduced, and her contract rent was reduced, which caused plaintiff's approved 120% reasonable accommodation to be nullified. Plaintiff complained about this to the defendants, and ever since defendants have not stopped harassing the plaintiff, even going as far as intentionally interfering with her reasonable accommodation to have a live in aide.

(b) On April 12, 2022 (1:17pm), Ryan Akamine, HPHA's Chief Compliance Officer, wrote to the plaintiff and introduced himself to the plaintiff for the first time. Ryan Akamine informed the plaintiff that he was instructed by Executive Director Hakim Ouansafi to "audit" the plaintiff. Note: the plaintiff previously wrote a letter to Hakim Ouansafi about HPHA staff interfering with her housing by using low comparables in their rent reasonableness determinations. Ryan Akamine informed the plaintiff that the inspection scheduled for the following day at 8:00am would be cancelled if she did not answer numerous interrogating questions by the end of the day (4:00pm) regarding her disability and her live in aide. Plaintiff was required to respond in **literally 2 hours and 43 minutes or the inspection scheduled the following morning would be cancelled.**

(c) On April 12, 2022 (1:17pm), in the same email noted above, Ryan Akamine writes,

**"...With respect to your inspection...**scheduled to take place on Wednesday, April 13, 2022...the inspection is also subject to the questions below..."

**"...With respect to your Live-in aide,** your son Ryan Thorson executed his Live-in aide Housing Agreement in 2017. In your subsequent discussions with Mr. Matsuura, you indicated that Ryan Thorson was NOT living in your unit on a full-time basis and would visit you only at certain times...provide us answers to the following **by 4:00pm today...**"

(Ryan Akamine addresses both the “inspection” and the “live in aide” in this email. Ryan Akamine claims he received information from Lyle Matsuura on or before April 6 about plaintiff’s live in aide, and yet he waited 6 days until April 12, the day before the inspection, to investigate plaintiff’s live in aide, requiring the plaintiff answer numerous interrogating questions about her live in aide, and respond in 2 hours and 43 minutes or the inspection would be cancelled. Ryan Akamine was determined to interfere with plaintiff securing the rental.)

(d) On April 12, 2022 (3:35pm), the plaintiff respectfully responded to Ryan Akamine by answering all of his interrogatory questions. With her response, plaintiff attached copies of the reasonable accommodation for a live in aide approved by defendants in 2017, three (3) letters from three (3) different doctors, and included a new letter from Dr. Megan Bradham dated April 12, 2022, which reads as follows:

Dr. Bradham writes:

**“...Laurie Thorson is a patient of mine and medically required to have her son as her live in aide. Ryan Thorson is permitted to live in Laurie Thorson’s home to provide monitoring and care as needed...”**

(Ryan Akamine now had four (4) letters from four (4) different doctors verifying that plaintiff is disabled and is permitted to have a live in aide.)  
**This did not satisfy Ryan Akamine.**

(e) On April 12, 2022 (3:50pm), in an attempt to make sure that the inspection was not cancelled the following morning, plaintiff emailed Ryan Akamine again. **Plaintiff provided Ryan Akamine additional documents** to prove her disability and need for a live in aide (i.e., medical records, chart notes, x-rays, and numerous pictures to prove what happened/happens if plaintiff is without a live in aide, picture of holes in tongue, puddles of blood all over the house, wounds on elbows and knees, scratches on her face from seizing, wounds on her face from falling and hitting her face on the corners of tables, x-rays of numerous back fractures (T-3 to T-12), x-ray of broken arm, x-rays of

several pinched nerves in thoracic spine and lower lumbar area which cause plaintiff chronic pain in her back and legs, etc.).

**This did not satisfy Ryan Akamine.**

(f) On April 13, 2022 (6:29am), plaintiff again emailed Ryan Akamine. **Plaintiff provides Ryan Akamine with even more documents,** medical records, chart notes, and more pictures. The plaintiff did the best she could to provide Ryan Akamine all the information he needed so the inspection scheduled at 8:00am was not cancelled. The information Ryan Akamine had in his possession now proved that the plaintiff is disabled with epilepsy and TEA (Transient Epileptic Amnesia), and is permitted to have a live in aide to provide disability-related overnight care as needed.

**This did not satisfy Ryan Akamine.**

(g) On April 13, 2022 (8:00am) the inspector arrived at the rental, and the plaintiff and her son were present. The inspection was performed, and it passed. The inspection was performed based on the RFTA and Lease for the contract rent of \$4,000, which documents were submitted to HPHA on March 21, 2022. Prior to the inspection, defendants never required the owner and plaintiff to revise the RFTA and Lease.

(The inspection was performed **23** days after the RFTA and Lease documents were submitted, which is a violation of 42 USC §1437f which requires that inspections are to be performed before **15** days from when defendants received the RFTA and Lease.)

(h) On April 13, 2022 (8:03am), after Ryan Akamine received the letter from Dr. Megan Bradham dated April 12, 2022, Ryan writes, "...we will contact Dr. Megan Bradham for our **required certification...**".

**This just proves that Dr. Bradham's April 12 letter was not acceptable to Ryan Akamine. Nothing satisfied Ryan Akamine, because he had ulterior motives.**



(i) On April 13, 2022 (8:03am) Ryan Akamine writes in response to plaintiff's pictures he received the previous day, "...Your live in aide is supposed to be living in your unit solely to provide you necessary support services. The injuries that you shared are either an unusual result where **no live in aide is necessary** or typical of what can result when **you don't have a proper live in aide...**"

(Plaintiff provided the pictures to Ryan Akamine, which were taken in Oregon before the plaintiff moved to Hawaii and when the plaintiff did not have a live in aide, only to prove what happened/happens if defendant does not have a live in aide.)

HUD confirms in Federal Register 98-10374 that Ryan Akamine ~~is not a gatekeeper to verify if "...no live in aide is necessary..." or plaintiff doesn't have "...a proper live in aide..."~~

Page 23850, **"...has no responsibility or authority to act as a gatekeeper who determines whether the assisted family has or lacks the capacity to live independently..."**

**"...may not inquire into the nature or extent of disability..."**

And that Ryan Akamine is **only required to obtain "...written verification from a doctor..."** (Page 23851).

(j) On April 13, 2022 (4:03pm) after the inspection, Lyle Matsuura called the plaintiff and left a voicemail message in which Lyle said, **"...the unit passed inspection and you can move in today..."**.

(The rent began the day the unit passed inspection, on April 13, 2022. This is confirmed in the HAP contract signed on May 9, 2022.)



(k) On April 13, 2022, the plaintiff moved into her new home, based on the RFTA and Lease submitted on March 21, 2022 for the contract rent in the amount of \$4,000.

(l) After the inspection, after the plaintiff moved into the rental, defendants refused to communicate with the owner and the plaintiff for **16 days**. Defendants never returned phone calls or responded to emails by the owner or the plaintiff. The owner needed to sign the HAP contract so he could start receiving payment for his rental. Our phone calls and emails went unanswered for 16 days (from April 13 to April 29). It was on April 29 that communications resumed, only because the owner and plaintiff submitted a revised lease for \$3,273 in order to initiate payment to the owner for the rental that the plaintiff was already living in. This was agreed upon between the owner and landlord, contingent on plaintiff appealing the low comparable of \$1,621 that caused the contract rent to reduced from \$4,000 to \$3,273.

(m) During this period of time (April 13 to April 29), defendants were not communicating with the owner to sign the HAP contract, because Ryan Akamine was in full force maliciously harassing and intimidating the plaintiff's reasonable accommodation to have a live in aide, in an effort to intentionally interfere with plaintiff's housing by reducing plaintiff's 2-bedroom voucher to a 1-bedroom voucher. The goal was to interfere with plaintiff remaining in the rental before the HAP contract was signed with the owner.

(n) On April **25**, 2022, Ryan Akamine writes to the plaintiff, "...As I previously indicated to you, attached please find my letter and attachment **certification** sent via facsimile transmission to Dr. Bradham regarding **certifying information for your Live-in-Aide...**"

Ryan Akamine writes to the doctor (after having already receiving the doctors letter on April 12, 2022), "...This request seeks your professional opinions regarding the **necessity for a live in aide for your patient, the time and schedule requirements of a live in aide** for your patient, and your **knowledge** about your patient's **proposed** live in aide...".

(The live in aide was not “proposed” in 2022. He was “approved” in 2017.)

(Plaintiff chooses her own live in aide. The doctor do not choose or approve. Neither do the defendants or Ryan Akamine.)

(o) Ryan Akamine refused to accept any documentation the plaintiff provided:

**The SSDI award letter did not satisfy Ryan Akamine.** The federal rules outlined in this complaint prove the SSDI award letter is sufficient to confirm the plaintiff is disabled. The SSDI award letter specifically has the word “indefinite” on it, proving the plaintiff is indefinitely disabled.

**The four (4) letters from four (4) different doctors did not satisfy Ryan Akamine.** The letters from plaintiff’s doctors was sufficient for Ryan Akamine to “certify” plaintiff is disabled and is required to have a live in aide.

**Nothing would satisfy Ryan Akamine.**

(p) On April 26, 2022, plaintiff writes to Ryan Akamine, “...as determined by SSDI, my disability is permanent...”, and provides Ryan Akamine another copy of her SSDI award letter, another copy of the 120% reasonable accommodation approved in 2017, and another copy of the four (4) letters from four (4) different doctors to prove plaintiff is disabled and is required to have a live in aide.

**Nothing would satisfy Ryan Akamine.**

(q) On April 27, 2022, Ryan Akamine responds to plaintiff by writing, “...Thank you for your email and for *agreeing* that you will assist us in **gathering information regarding your live in aide...**” and “...During the process of your search for a new housing unit, **you informed** Hawaii Public Housing Authority **staff and others** that your approved live in aide (Ryan Thorson) comes over to see you only when you have a seizure or episode, and that your son travels a lot for his job. In your Friday, April 8, 2022 10:51pm email to Executive Director Ouansafi, you said “In the past, on numerous occasions, Ryan has

moved in permanently to give me round the clock care when I am experiencing seizures on a daily basis. In your email Tuesday, April 12, 2022 3:35pm email to me, you said: “Ryan Thorson works varying hours as a project manager” and “Ryan Thorson has a job with varying hours” and “Ryan Thorson is employed with PTC Construction”. Additionally, Dr. Bradham’s April 12, 2022 letter in support of a live in aide says, “Ryan Thorson is permitted to live in Laurie Thorson’s home to provide monitoring and care as needed.”...

(Ryan Akamine is lying. Plaintiff never spoke to “staff and others” about her live in aide. This proves Ryan Akamine’s position that the live in aide is required to solely reside in plaintiff’s unit, is not permitted to have a separate residence, and is not permitted to have a job.)

Ryan Akamine also writes, “...The photos of your injuries in your Tuesday, April 12, 202 (3:49pm) email to me are very concerning, as your live in aide is supposed to be living in your unit **solely** to provide you necessary support services. The injuries that you shared are either an unusual result where **no live in aide is necessary** or typical of what can result when **you don’t have a proper live in aide**. In light of the above, the Hawaii Public Housing Authority is seeking clarifying and necessary information from Dr. Bradham....”

Ryan Akamine also writes, “...HPHA does not question that you have a disability; the HPHA is diligently and conscientiously trying to fulfill our fiduciary duty by asking relevant questions **to determine if you only need assistance “to provide monitoring and care as needed” or someone else who “shall be living in the unit solely to provide supportive services” to you...**”

(According to Federal Register 98-10374, pages 23850 (on page 51), HUD writes that it is not Ryan Akamine’s responsibility to determine if no live in aide is necessary or I don’t have a proper live in aide.)

(In 2017, it was caseworker Mrs. Villasteros who processed plaintiff’s reasonable accommodation for a live in aide. Mrs. Villasteros informed the plaintiff that the live in aide was required to have his own bedroom

when he stayed with her overnight when providing disability-related overnight care as needed. Therefore plaintiff was issued a 2-bedroom voucher to accommodate her live in aide. Never did Mrs. Villasteros inform the plaintiff that the live in aide was to reside in her home when not providing support services, and the live in aide could not have his own residence, and the live in aide could not have a job.)

(Ryan Akamine received plaintiff's photos on April 12, 2022, which he knew were taken before plaintiff had a live in aide, when plaintiff lived alone in Oregon alone. Plaintiff provided the photos to Ryan Akamine only to prove what happened/happens if plaintiff is without a live in aide. But at this point, plaintiff knew Ryan Akamine was rejecting anything and everything plaintiff provided, i.e., doctors letters, medical records, pictures, etc., but why?)

**Nothing was acceptable to Ryan Akamine.**

(r) On April 28, 2022, plaintiff responds to Ryan Akamine, and writes: "...Please allow me to officially clear the air on a few things so we can all be on the same page moving forward. You claim that I verbally stated that my son visits me only when I have a seizure or an episode. **This is false. I never said this...**" "...You claim that I verbally stated that my son travels a lot for his job. **This is false. I never said this.** My son does not travel for his job. My son works from home quite often due to the nature of his work..." "...the photos of my injuries in my email sent on Tuesday, April 12, 2022 were taken when I lived alone in Oregon without a live in aide, before I moved to Hawaii. My sending you these pictures was for the sole purpose of proving what happens to me when I don't have a live in aide..."

**Plaintiff never heard from Ryan Akamine again.**

(s) On April 29, 2022, after it was apparent to the plaintiff that defendants were making absolutely no attempt to return her phone calls or to contact the owner to sign the HAP contract, and realizing the owner needed to get paid for the rental she was **already living in for 16 days**, the plaintiff and owner took it upon themselves to provoke defendants into signing the HAP contract by submitting a revised Lease

for \$3,273. The purpose was to provoke the defendants into signing the HAP contract so the owner could get paid something for his rental which the plaintiff was already living in since April 13, 2022.

(The contract rent never should have been reduced from \$4,000 to \$3,273, because defendants performed the inspection on April 13, 2022 based on the RFTA and Lease for \$4,000, dated March 21, 2022.)

(t) On May 9, 2022, defendants and the owner signed the HAP contract for \$3,273 (**49 days after** the original RFTA and Lease for \$4,000 was submitted on March 21, 2022, and **28 days after** the unit was inspected on April 13, 2022, and **28 days after** the plaintiff moved into the unit on April 13, 2022).

(u) Before the HAP contract was signed (on May 9, 2022), Ryan Akamine was in full force maliciously harassing and intimidating the plaintiff and her live in aide (for the purpose of interfering with the plaintiff securing the rental in Hawaii Kai) After the HAP contract was signed, Ryan Akamine never contacted the plaintiff again.

(v) The facts of this case proves defendants intentionally interfered with plaintiff's live in aide and housing in retaliation for plaintiff disputing the defendants illegal policies to use low comparables against the contract rent in their rent reasonableness determination, which caused the contract rent to be drastically reduced, which increased the amount of subsidy the defendants could steal. Plaintiff is able to prove that the illegal policy to use low comparables is only one of many fraud schemes implemented by Hakim Ouansafi to steal federal funds from the Section 8 Housing Choice Voucher Program.

(w) The facts of this case proves defendants were able to remove plaintiff's live in aide as a reasonable accommodation (which defendants approved in 2017), then removed her 2-bedroom voucher, then after issuing a 0-bedroom voucher to the plaintiff – refused to allow her landlord to reduce the size of his rental from a 2-bedroom unit to a 1-bedroom unit so that plaintiff could remain as a tenant by fraudulently

claiming to the landlord his unit was designated properly according to property tax records - which plaintiff confirmed with the City was a lie), then created obstacles so that the plaintiff could not use her 0-bedroom voucher which caused the plaintiff to be homeless.

#### **D. FRAUD CLAIM**

FRCP (Federal Rules of Civil Procedure)

Rule 9. Pleading Special Matters

(b) **FRAUD** OR MISTAKE; CONDITIONS OF MIND. In alleging fraud or mistake, a party must state with **particularity** the circumstances constituting fraud or mistake. Malice, intent, knowledge, and other conditions of a person's mind may be alleged **generally**.

Plaintiff has met the highest level of stringent standards required by many appellate courts, requiring that civil fraud claims "...must state with particularity the circumstances constituting fraud...", as required by **FRCP 9(b)**.

Plaintiff identifies in great detail the actions and the actors involved, and even provides a detailed 'Fraud Chart' to prove with great particularity in regards to time, place, and content of the facts the intent to commit fraud by intentionally stealing federal funds from the Section 8 program **each and every month since January 2015**.

There is no question that plaintiff's 'Fraud Chart' provides, **with particularity**, a detailed accounting that \$106,861,491 has been stolen from the Section 8 program, and that as of today, \$800K - \$1M is stolen each and every month. The Fraud Chart was created using only HUD and HPHA figures, which allows any reasonable person to conclude that the claim of Fraud is valid and undeniable. This proves a strong inference of retaliation perpetrated by defendants only after she disputed defendants illegal policies imposed upon her and to all recipients and landlords of the Section 8 program, but for the sole purpose of stealing federal funds from the Section 8 program.



## 1. STATE OF MIND

Appellate courts have held that Rule 9(b) requires fraud complaints to allege facts that lead to a “strong inference” that the defendant has the requisite state of mind with the intent to commit fraud.

**Plaintiff is confident she can prove at trial that the defendants committed Fraud when it fabricated and enforced the illegal policy to use low comparables against the contract rent in all rent reasonableness determinations for the purpose of committing fraud by stealing federal funds from the federal program: Section 8 Housing Choice Voucher Program.**

Defendant Hakim Ouansafi admitted (aka: state of mind) to fabricating and enforcing his illegal policies to use low comparables which he: (1) confirmed to HUD in Annual Plans, (2) confirmed to the HPHA Board of Directors, (3) confirmed in the HPHA Administrative Plan, and (4) confirmed on the HPHA website.

This is in addition to the defendant implementing the illegal policy to use low comparables against plaintiff’s voucher.

In addition to the above, plaintiff provides a list of additional fraudulent schemes implemented by Hakim Ouansafi for the purpose of increasing the amount of subsidy stolen from the Section 8 Housing Choice Voucher Program.

**Plaintiff is confident she can prove at trial that the defendants committed Fraud when it provided and altered accounting figures providing the following parties false fabricated figures for the purpose of hiding the subsidy that was being stolen in an attempt to hide the subsiyy that was actually being stolen.**

Defendant Hakim Ouansafi communicated (aka: state of mind) false figures of the amount of subsidy actually used to issue vouchers.

The ‘Fraud Chart’ proves that the defendants received 100% of the subsidy from HUD allocated for the Section 8 Housing Choice Voucher Program only. Defendant Hakim Ouansafi falsely reported that ±100% of the subsidy received from HUD was used to issue only ±80% of the vouchers it received from HUD.



The balance of the subsidy not used to issue  $\pm 20\%$  of the vouchers has been diverted and/or misappropriated from the Section 8 program, which is confirmed by Hakim Ouansafi when he reported to HUD that he used  $\pm 100\%$  of the subsidy to issue only  $\pm 80\%$  of the vouchers.

Hakim Ouansafi knew he provided false information in all the Hawaii Public Housing Authority's financial statements that were provided to (1) HUD, (2) state auditor's, and (3) to the Board of Directors. The intent was to hide fraudulent behavior to steal federal funds from the federal program: Section 8 Housing Choice Voucher Program.

Plaintiff's 'Fraud Chart' proves that since 2015, defendants have stolen a total of \$106,861,491 from the Section 8 Housing Choice Voucher Program, and defendants continue to steal approximately \$800K-\$1M of subsidy each and every month (refer to the Fraud Chart).

## 2. FRAUD CHART

- A The Fraud Chart proves Hakim Ouansafi is committing fraud by stealing federal funds from the Section 8 Housing Choice Voucher Program. The Fraud Chart confirms the fraud scheme implemented by Hakim Ouansafi.
- A The Fraud Chart proves that Hakim Ouansafi has stolen **\$106,861,491** since 2015 and that he continues to steal \$800K – \$1M each and every month from the Section 8 Housing Choice Voucher Program.
- A The Fraud Chart proves that since January 2015, Hakim Ouansafi lied to HUD, lied to the HPHA Board Members, lied to the State Auditors, and altered the HPHA financial statements, by falsely claiming that the HPHA used  **$\pm 100\%$**  of the S8 subsidy the HPHA received from HUD, even though HUD confirmed that the HPHA only issued  **$\pm 80\%$**  of the S8 vouchers the HPHA received from HUD. Remember, the vouchers belong to HUD, not to the HPHA, so HUD knows exactly how many vouchers were issued to HPHA and exactly how many vouchers the HPHA issued to the community.

**THE FOLLOWING IS A PARTIAL LIST OF THE RESOURCES  
I USED TO CREATE MY 'FRAUD CHART':**

**SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

- S8 HAP FIGURES
- S8 SUBSIDY FIGURES
- S8 VOUCHER FIGURES

**HUD FIGURES (extracted from):**

- HUD 5-year Plan
- HUD Annual Plan
- HUD Monthly Plan

(found in HUD websites – to access HUD’s “HCV DATA DASHBOARD”, go to <https://www.hud.gov/hcv>)

(found in HPHA websites – to access HPHA’s PLANS, go to <https://hpha.hawaii.gov/plans-reports>)

(found in board meeting agendas – to access HPHA’s “BOARD MEETING MINUTES”, go to <https://hpha.hawaii.gov/meeting-packets>)

**HPHA FIGURES (extracted from):**

- HPHA Financial Statements

(found in the HPHA websites – to access “HPHA AUDITS”, to go <https://hpha.hawaii.gov/plans-reports#auditors-reports>)

(found in board meeting agendas)

- State Auditor’s Financial Statements

(found in state auditor’s websites – to access “STATE AUDITS”, to go <https://auditor.hawaii.gov/financial-audits/>)

(found in board meeting agendas – to access HPHA’s “BOARD MEETING MINUTES”, go to <https://hpha.hawaii.gov/meeting-packets>)

- Executive Director’s Report

(found in board meeting agendas – to access HPHA’s “EXECUTIVE DIRECTOR’S REPORT”, go to <https://hpha.hawaii.gov/meeting-packets>)

You can verify my figures and/or create your own ‘Fraud Chart’ by using the above noted links, and use the figures provided at the HUD website

noted below, which is the Section 8 Housing Choice Voucher Program “dashboard” (provides actual data for all PHAs in the country).

**[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/dashboard](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/dashboard)**

Click on “this link” at the end of the 2nd paragraph. This will take you to the “dashboard”, which is 14 pages long. On the 2nd page, click on “Hawaii”, then click on “H1901 Hawaii Public Housing Authority”. HUD provides an on-line tutorial and guidebook on how to use this “dashboard”. If I can figure it out, you can too.

HUD ‘DASHBOARD’ PROVES FIGURES IN THE FRAUD CHART ARE TRUE. THE FRAUD CHART PROVES HPHA LIED TO HUD, LIED TO HPHA BOARD OF DIRECTORS, LIED IN FINANCIAL STATEMENTS, AND LIED TO STATE AUDITORS, FALSELY REPORTING IT USED ±100% OF SUBSIDY IT RECEIVED FROM HUD TO ISSUE ONLY ±80% OF THE VOUCHERS IT RECEIVED FROM HUD.

**The facts outlined in my ‘Fraud Chart’ proves that the Hawaii Public Housing Authority stole ±20% of the subsidy from the Section 8 program.** The HPHA employee who has first-hand knowledge of how the ±20% of subsidy was diverted and/or misappropriated is Mr. Bennett Liu, the Chief Financial Officer, who reports directly to Hakim Ouansafi, the Executive Director of the Hawaii Public Housing Authority. This fraud scheme, which Hakim Ouansafi fabricated, is being enforced by the HPHA managers and employees, is condoned by the HPHA Board of Directors, and Governor Josh Green, the Attorney General, and the U.S. Attorney General. As of today, Hakim Ouansafi has not been terminated for stealing over \$106M from the Section 8 program. Instead, the government has chosen to allow Hakim Ouansafi to retaliate against me **by** taking away my 2-bedroom voucher **by** interfering with my reasonable accommodation to have a live in aide **by** falsely claiming that the word “reside” in 24 CFR 5.403 means that my live in aide must reside in my home 24/7, is not permitted to have a separate

residence, is not permitted to be employed outside my home, and must sleep in my home all 7 days of the week in order for me to be approved to receive disability-related overnight care when needed. The only reason I moved to Hawaii was so that my son could help me for free. It is absolutely ludicrous for the Hawaii Public Housing Authority and the State Attorney General to expect me to pay for and care for “anyone” to be my live in aide on my limited income of Social Security so that I would qualify to receive disability-related overnight care when needed.

### **3. SUMMARY OF FRAUD SCHEME**

**Part A** – The HPHA **maximizes** the amount of subsidy they receive from HUD for each and every voucher. The HPHA currently receives 120% subsidy (based on HUD’s FMR/payment standard) for each and every Section 8 voucher.

**Part B** – The HPHA **minimizes** the amount of rent (subsidy) they pay to the landlords for each and every voucher. In order to reduce the contract rent as low as the HPHA can, **Hakim Ouansafi has fabricated and implemented the illegal policy to use low comparables in all rent reasonableness determinations for each and every voucher.** This reduces the amount of the contract rent so that the landlords will never be able to receive the Fair Market Rent for their rentals. Hakim Ouansafi already admitted in a HPHA board meeting that he uses low comparables in all rent reasonableness determinations, and he admitted that his illegal policy to use low comparables is not in compliance with HUD regulations, and actually “...differs from the HUD mandate...” (ask me what the HUD mandate, and I’ll forward the HUD federal regulation to you).

**Part C** – The HPHA steals the difference. The HPHA maximizes the amount of subsidy they receive (Part A), then minimizes the amount of subsidy paid to the landlords (Plan B), then steals the difference (Plan C).

**FACT:** The HPHA lied to HUD, lied to the HPHA Board of Directors, lied to the State Auditors, and altered their financial statements by lying and claiming the **HPHA used ±100% of the subsidy they received from HUD**, but **HUD confirmed the HPHA only issued ±80% of the vouchers the HPHA received from HUD**.

Remember, the Section 8 vouchers belong to HUD, not to HPHA. So HUD knows exactly how much subsidy is issued and used, and HUD knows exactly how many vouchers are issued and used.

**FACT:** The HPHA's fabricated and enforces the illegal policy to use low comparables (against the contract rent) in all rent reasonableness determinations in order to decrease the amount of subsidy that is paid to the landlords (via HAP), which increases the amount of subsidy Hakim Ouansafi can steal from the Section 8 Housing Choice Voucher Program.

**FACT:** After extensive research, I was able to determine that the **HPHA is the only PHA in the country that uses low comparables in their rent reasonableness determinations**. There is no federal law or HUD regulation to support the use of low comparables.

**FACT:** The HPHA's illegal policy to use low comparables (against the contract rent) is not in compliance with the HUD regulations, which reads: "...PHA's need to be careful not to limit their rent reasonableness analysis to only mid-range units or only units in certain more affordable neighborhoods. Voucher families may choose to rent units above the payment standard. As a rule of thumb, the PHA should **collect data on units with gross rents at least 20-25 percent above the greater of the payment standard or the FMR, including any HUD approved exception payment standards** [*which applies to my voucher*]...".

*Note: The HUD rule does not say "above" the **contract rent** (refer to HPHA Admin Plan 8.III.D), but rather the HUD rule says "**above" the payment standard of the FMR.***

## HUD REGULATION

Refer to 'HUD/PIH Housing Choice Voucher Program Guidebook, Chapter 3, Rent Reasonableness' / page 6, section 3.1.2. This is the HUD link: [https://www.hud.gov/sites/dfiles/PIH/documents/HCV\\_Guidebook\\_Rent\\_Reasonableness.pdf](https://www.hud.gov/sites/dfiles/PIH/documents/HCV_Guidebook_Rent_Reasonableness.pdf)

**FACT:** The HPHA is not in compliance with **CFR §982.54, which reads “...The administrative plan must be in accordance with HUD regulations and requirements...”.**

There is no federal law or HUD regulation to support the HPHA's illegal policy to use **low** comparables in rent reasonableness determinations.

It should be noted that the HPHA's administrative plan confirms three comparables are to be used and **two must be higher than the contract rent**. This implies the third comparable is lower, which the HPHA and Hakim Ouansafi have repeatedly confirmed (noting, the application of a low comparable was applied to my voucher). This is not in compliance with the HUD regulation that dictates how comparables are to be gathered against the contract rent. The HUD regulation does not say “contract rent”, but rather it reads:

**HUD/PIH Housing Choice Voucher Program Guidebook, Chapter 3, Rent Reasonableness** (refer to page 8, section 3.1.2.) [https://www.hud.gov/sites/dfiles/PIH/documents/HCV\\_Guidebook\\_Rent\\_Reasonableness.pdf](https://www.hud.gov/sites/dfiles/PIH/documents/HCV_Guidebook_Rent_Reasonableness.pdf)

“...PHAs should take a common-sense approach to valuing a unit based on these factors...”

**3.1.2 PHAs need to be careful not to limit their rent reasonableness analysis** to only mid-range units or only units in certain more affordable neighborhoods. **Voucher families may choose to rent units above the payment standard.** As a rule of thumb, the **PHA should collect data on units with gross rents at least 20-25 percent above the greater of the payment standard or the FMR, including any HUD approved exception payment standards...**”

(“approved exception payment standard” is plaintiff’s 120% reasonable accommodation approved in 2017)

The reason that Hakim Ouansafi has adopted the illegal policy to use low comparables against the contract rent, instead of “...the payment standard or the FMR, including any HUD approved exception payment standards...” is because this allows Hakim Ouansafi to increase the amount of subsidy he can steal from the Section 8 program.

**Section 8 landlords:**

This is a huge red flag to all the Section 8 landlords. Landlords who participate in the Section 8 program will **never** get the FMR (Fair Market Rent determined by zip code) for their rental. The contract rent will consistently be reduced by the HPHA’s illegal policy to use low comparables (against the contract rent) in all rent reasonableness determinations.

**Section 8 recipients:**

This is a huge red flag to all the Section 8 recipients. The HPHA uses the “low comparable” method to lower the payment standard, and if the landlord refuses to accept the lowered contract rent, the recipient is then required to search for another rental using the new reduced payment standard. You are now at a disadvantage because there very few rentals on the island and very few landlords who will accept Section 8 vouchers.



#### 4. ADDITIONAL FRAUD SCHEMES

I found three more fraud schemes that Hakim Ouansafi has implemented for the sole purpose of stealing federal funds from the Section 8 Housing Choice Voucher Program.

THE ADDITIONAL FRAUD SCHEMES ARE (brief descriptions):

- Section 8 waiting list is meaningless – ±20% of vouchers/subsidy stolen.
- Section 8 Landlord Incentive Program – lied to HUD program was implemented in Dec 2022, lied to HUD Landlord Liaison was hired in Dec 2022, refuses to implement program. P's landlord requested and was denied.
- Section 8 Veteran Vouchers – HUD confirms only **491 out of 643** vouchers issued to HPHA were actually issued to veterans - balance of subsidy stolen.

##### a. **Section 8 ~ Waiting List for a Section 8 voucher is meaningless!**

The applicants who are on the waiting list for a Section 8 voucher are in desperate need of housing assistance, but little do they know, the waiting list for a Section 8 voucher is meaningless. Hakim Ouansafi is intentionally denying the community housing assistance because Hakim Ouansafi already stole the money for the Section 8 vouchers he already received from HUD. The Fraud Chart confirms.

Hakim Ouansafi refuses to issue all the Section 8 vouchers it already received from HUD because he stole the subsidy for ±20% of the vouchers, which should have been issued to those on the waiting list for a Section 8 voucher.

My heart goes out to all the locals who are currently on the HPHA waiting list for a Section 8 voucher. The Section 8 vouchers have already been issued to the HPHA, but the HPHA chose to not issue the vouchers

to you and instead chose to steal the money for those vouchers and not issue the vouchers to you.

On behalf of the community who truly cares about you, I am so sorry.

**b. Section 8 ~ Landlord Incentive Program**

Hakim Ouansafi refused to administer HUD's Landlord Incentive Program. New landlords who participate in the Section 8 program are entitled to receive an incentive check equal to one month's rent. This incentive is of great benefit to all recipients of the Section 8 program because of the difficulty in finding a landlord to participate in the Section 8 program.

Hakim Ouansafi lied to HUD when it claimed in its Annual Plan that a Landlord Liaison was hired in December 2022, when in fact for the last two years no Landlord Liaison was ever hired to implement the Landlord Incentive Program. Hakim Ouansafi even went so far as to instruct his staff to communicate to recipients/landlords that the funding for the 'Landlord Incentive Program' was depleted. Hogwash! Hakim Ouansafi only refuses to dispense the subsidy allocated to support the Landlord Incentive Program because this is just another fraud scheme to steal from the Section 8 program.

Hakim Ouansafi lied to HUD when he claimed “...**In December 2022, the HPHA hired a full-time Landlord Liaison** to operate the Landlord Incentive Program (LIP)...”. It was only after my current landlord requested that an incentive check, that she was informed first by Lyle Matsuura who informed my landlord that nobody has been hired to implement the Landlord Incentive Program, then my landlord was informed by another supervisor (Adam) that the funding for the Landlord Incentive Program was depleted. I then emailed Lyle Matsuura to inform him of the Annual Plan which states that the Annual Plan confirmed that “someone” was hired to perform the duties of Landlord Liaison, and Lyle responded to my email dated 12.11.24, confirming to me on 12.12.24,

"...The **recently** hired Landlord Liaison is Jen Weber. Ph# (808) 204-9042..."

The above information proves Hakim Ouansafi **lied** to HUD when he falsely claimed "...**In December 2022, the HPHA hired a full-time Landlord Liaison** to operate the Landlord Incentive Program (LIP)..."

The above information proves that for the last 2 years the HPHA had not implemented the Landlord Incentive Program, had not hired a Landlord Liaison (until last week), and has yet to provide my current landlord an incentive check in the amount of \$2,700.

**c. Section 8 ~ Veteran's Vouchers (VASH)**

HUD confirms Hakim Ouansafi only issued **491 of 643** VASH vouchers it received from HUD. These vouchers are specifically allocated to be issued to our veterans. But HUD confirms that the HPHA only issued 76.36% of the Veteran vouchers it received from HUD, because the subsidy for the balance of vouchers not issued were stolen.

Hakim Ouansafi refuses to administer all the Section 8 vouchers he receives from HUD specifically designated to be issued only to Veterans (VASH = Veterans Affairs Supportive Housing Vouchers).

HUD "dashboard" confirms the HPHA issued only 491 vouchers of the 643 vouchers it received, leaving a balance of 152 vouchers not issued to our veterans.

**d. Special Purpose Vouchers:**

**Mainstream Vouchers**

66 out of 78 vouchers issued (84.62%)

**Family Unification Program Vouchers**

4 out of 4 vouchers issued

**Non-Elderly Disabled Vouchers**

181 out of 175 vouchers issued (103.43%)

**Veterans Affairs Supportive Housing Vouchers**

491 out of 643 vouchers issued (76.35%)

Note: Funding for each of the above-mentioned programs receives separate funding for each of the programs, separate from the Section 8 vouchers, and separate from Administrative Fees. The amount is determined by HUD, provided to the PHA to process each voucher, and the subsidy is issued to the PHA **before** the voucher is issued.

## **E. BRIBERY CLAIM**

**BRIBERY is defined as** “...the offering, giving, receiving, or soliciting of any item of value (to include outrageous salary increases, which not in accordance with Hawaii’s employee compensation schedules) to influence the actions of an official, or other person, in charge of a public or legal duty and to incline the individual to act contrary to their duty and the known rules of honesty and integrity. With regard to governmental operations, essentially, bribery is defined as corrupt solicitation, acceptance, or transfer of value (i.e., outrageous salary increases) in exchange for official action”...”.

The BRIBERY CHART proves that Hakim Ouansafi bribes his managers into supporting and implementing his illegal fraud scheme to steal federal funds from the Section 8 Housing Choice Voucher Program, by “rewarding” (a nice word for “bribery”) his managers with outrageous salary increases.

**The attached BRIBERY CHART lists all the managers who report directly to Hakim Ouansafi and confirms their outrageous salary increases.**

### **1. SENATE BILL 3120**

- **SB 3120** ~ The attached BRIBERY CHART proves that Hakim Ouansafi fraudulently convinced the legislature to pass Senate Bill 3120, allowing Hakim Ouansafi to by-pass the Hawaii Public Housing Authority “Board of Directors”, and by-pass the Hawaii Revised Statutes, so that Hakim Ouansafi alone has sole authority to hire his own managers and “reward” them with salaries “...that exceed the Governor’s salary...”, which is against the law according to **HRS §356D-2**.

- **SB 3120** ~ February 8, 2024, Hakim Ouansafi provided written testimony to the legislature **in “strong support” of SB 3120** to allow him to by-pass the HPHA Board of Directors and by-pass the Hawaii Revised Statutes. Refer to the attached BRIBERY CHART to review SB 3120 and the Hawaii Revised Statutes that is in conflict with SB 3120.

**[https://www.capitol.hawaii.gov/sessions/session2024/Testimony/SB3120\\_TESTIMONY\\_HOU\\_02-08-24\\_PDF](https://www.capitol.hawaii.gov/sessions/session2024/Testimony/SB3120_TESTIMONY_HOU_02-08-24_PDF)**

Hakim Ouansafi writes, “...**salaries are authorized by the Executive Director and NOT the Board of Directors...**”  
“...**Deletes the wage ceiling** requirement for positions in the HPHA...” and “...*clarify that the staff report to the Executive Director...*” “...**authorize the Executive Director to hire staff that may need salaries that are required to be ABOVE the Governor’s salary...**”, which is in violation of the Hawaii Revised Statutes HRS §356D-2.

**<https://www.capitol.hawaii.gov/session/measure indiv.aspx?billtype=SB&billnumber=3120&year=2024>**

### **SB 3120 reads:**

- “...executive director and an executive assistant, whose salaries shall be set by the board...” . Note: the board already set the Director’s salary at 99% of the Governor’s salary; and the board already set the Director Assistant’s salary at 99% of the Director’s salary).
- “...executive director shall employ...a chief financial officer, a property management branch chief, a chief planner, a redevelopment officer, a chief compliance officer, a housing contract and procurement officer, a human resources and safety officer, and a housing policy and program coordinator,

whose salaries shall be set by the executive director...”. The beneficiaries of SB 3120 are: Bennett Liu (Chief Financial Officer) who altered the HPHA’s financial statements and who lied to HUD and to the state auditors, Ryan Akamine (Chief Compliance Officer) who enforces the HPHA’s illegal policies; Lyle Matsuura (Supervisor – who works directly with the Section 8 recipients) who implements the HPHA’s illegal policies to all recipients and landlords of the Section 8 program; as well as other employees, who act outside the scope of their duties in order to support Hakim Ouansafi’s fraud scheme to steal millions of dollars in federal funds from the Section 8 Housing Choice Voucher Program.

- A SB 3120 ~ Pray the legislature nullifies SB 3120, thereby reneging on its decision to allow Hakim Ouansafi to be empowered and to have authority over the Hawaii Revised Statutes and the Board of Directors of the Hawaii Public Housing Authority.
- A THE ATTACHED “BRIBERY CHART” OUTLINES THE MANAGERS WHO REPORT DIRECTLY TO HAKIM OUANSAFI AND WHO HAVE ALREADY RECEIVED DRASTIC INCREASES IN THEIR SALARY. IF SB 3120 IS APPROVED BY THE HOUSE AND THE SENATE, AND IS CONSIDERED LAW, TO AUTHORIZE HAKIM OUANSAFI TO BY-PASS THE HAWAII REVISED STATUTES AND THE BOARD MEMBERS OF THE HPHA, TO HAVE SOLE AUTHORITY TO HIRE HIS OWN STAFF (AKA: ACCOMPLICES IN HIS FRAUD SCHEME) AND TO INCREASE THEIR WAGES TO EXCEED THE GOVERNOR’S SALARY.



**F. CLAIMS AGAINST RYAN AKAMINE  
CHIEF COMPLIANCE OFFICER**

1. Ryan Akamine was hired by HPHA in January 2022 as the Chief Compliance Officer. The first sentence of the job description for the Chief Compliance Officer reads as follows:

“..This position oversees and manages the agency’s Housing Compliance Office to ensure all public housing programs comply with State and Federal Housing Laws..”

([http://www.hpha.hawaii.gov/jobs/Announcement\\_Various%20Exempt%20Positions%20%20\(admin\)%206.26.17.htm](http://www.hpha.hawaii.gov/jobs/Announcement_Various%20Exempt%20Positions%20%20(admin)%206.26.17.htm))

2. Plaintiff claims Ryan Akamine had a fiduciary duty to ensure that the federal rules and HUD guidelines that govern the Section 8 Housing Choice Voucher Program were being correctly implemented.

3. On April 6, 2022, HPHA’s Executive Director, Hakim Ouansafi, instructed Ryan Akamine to follow up on the plaintiff’s complaints that low comparables were being used in rent reasonableness determinations, which ultimately caused the plaintiff’s contract rent and payment standard to be drastically reduced, and caused plaintiff’s 120% reasonable accommodation to be nullified.

4. Plaintiff claims that instead of Ryan Akamine investigating the plaintiff’s complaint regarding the low comparables being used in the rent reasonableness determinations, Ryan Akamine immediately began attacking the plaintiff’s live in aide.

5. Plaintiff claims that Ryan Akamine acted outside the scope of his duties by acting as the gatekeeper to determine whether or not the plaintiff requires or does not require a live in aide. It’s not because Ryan Akamine was truly concerned about the plaintiff, but rather his purpose was to intentionally interfere with the plaintiff’s housing by causing her

2-bedroom voucher to be reduced to a 1-bedroom, or terminate her voucher altogether (which would cause the plaintiff to be homeless).

6.Ā HUD confirms in this Federal Register, that Ryan Akamine is not plaintiff's gatekeeper:

**Federal Register 98-10374, pages 23850:**

**"...HA does not assess the nature and character of the occupant's disability in order to match the occupant with requirements for occupancy...or to assure that the occupant will benefit from appropriate supportive services..."**,

**"...An elderly or disabled Section 8 participant chooses whether [where] to live in a group home or in other housing that satisfies the HUD housing quality standards. The HA may not bar access to group housing because the HA believes that the participant can live independently, and does not need supportive services. Conversely, the HA may not bar access to group housing because the HA believes that the participant needs supportive services that are not available at the housing..."**,

**"...the HA has no responsibility or authority to act as a gatekeeper who determines whether the assisted family has or lacks the capacity to live independently..."**, **"...The HA may not inquire into the nature or extent of disability..."**

7.Ā Plaintiff claims that Ryan Akamine's only "fiduciary duty" as the Chief Compliance Officer was to approve the live in aide based on the four (4) letters he had from four (4) different doctors, and to approve the live in aide in compliance with the applicable rules.

8.Ā Plaintiff claims that Ryan Akamine acted outside the scope of his duties by demanding that the plaintiff, the plaintiff's live in aide, and the plaintiff's doctor answer numerous interrogating invasive questions about plaintiff's disability and live in aide.

9. Plaintiff claims Ryan Akamine acted outside the scope of his duties by purposefully and intentionally not complying with the federal rules and HUD guidelines that dictate how the Section 8 Housing Choice Voucher Program is to be implemented.

10. Plaintiff claims Ryan Akamine acted outside the scope of his duties by purposefully and intentionally:

- (a) Creating illegal policy to use one low comparable in all rent reasonableness policy
- (b) Creating illegal policy to use one low comparable for the purpose of accumulating “surplus grant funds”
- (c) Causing plaintiff’s contract rent to be reduced
- (d) Causing plaintiff’s approved “exception payment standard” to be reduced,
- (e) Causing plaintiff’s voucher to be reduced from a 2-bedroom voucher to a 0-bedroom voucher
- (f) Interfering with plaintiff’s housing
- (g) Interfering with plaintiff’s choice of where to live (steering)
- (h) Interfering with plaintiff’s “approved payment standard”
- (i) Nullifying plaintiff’s 120% reasonableness accommodation
- (j) Interfering with plaintiff’s live in aide reasonable accommodation
- (k) Illegally investigating the plaintiff and her live in aide for fraud
- (l) Defaming the plaintiff and the live in aide by telling members of the public (outside of the agency) that the plaintiff and the live in aide were going to prison for fraud.
- (m) Creating policy that plaintiff’s live in aide is required to reside in plaintiff’s home only, even when not providing support services

- (n) Creating policy that plaintiff's live in aide is not permitted to have a separate residence
- (o) Creating policy that plaintiff's live in aide is not permitted to have a job
- (p) Creating policy that plaintiff's live in aide is not permitted to provide "disability-related overnight care" as needed
- (q) denying plaintiff's request that the live in aide provide "disability-related overnight care" as needed
- (r) causing the live in aide to quit as his mother's live in aide
- (s) causing the plaintiff to live alone without her live in aide

**11. Plaintiff requested an exception for defendants to permit "...disability-related overnight care..." as needed, and Ryan Akamine refused plaintiff's request.**

The rules quoted below, 24 CFR 982.316 and HUD Notice PIH 2009-22, prove Ryan Akamine had a fiduciary duty to accommodate the plaintiff's disability by approving "disability-related overnight care" as needed:

**24 CFR §982.316**

Live in Aide

(a) A family that consists of one or more elder ['elder' is 62 years old or older – plaintiff is 64], near-elderly, **or** disabled persons [plaintiff is disabled] may request that the PHA approve a live in aide in the unit and provide necessary supportive services for a family member who is a person with disabilities. The **PHA must approve a live in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.**

**HUD Notice PIH 2009- 22 (HA)**

*([https://www.hud.gov/sites/documents/DOC\\_8989.PDF](https://www.hud.gov/sites/documents/DOC_8989.PDF))*

"...The definition of a live-in aide is recorded in 24 CFR Section 5.403 which states that a live-in aide is a person who resides with one or more elderly persons [over 60], near-elderly persons or persons with disabilities and who is: (1) determined to be essential to the care and well-being of the persons; (2) is not obligated for the support of the persons; and (3) **would not be living in the unit except to provide the necessary supportive services...**"

"...**Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances...**"

"...A family may always request a reasonable accommodation to permit program participation by individuals with disabilities. A family's composition or circumstances may warrant the provision of an additional bedroom **to permit disability-related overnight care** [Plaintiff made this request and defendants denied her request.] and allow the family equal use and enjoyment of the unit. Such limited exceptions to the established subsidy standards are permitted under 24 CFR Section 982.402(b)(8). The PHA must consider requests for an exception to the established subsidy standards on a case-by-case basis and **provide an exception, where necessary, as a reasonable accommodation.** The PHA shall document the justification for all granted exceptions..."

12.Ã Ryan Akamine, as the Chief Compliance Officer, had a fiduciary duty to comply with the federal rules that govern how the Section 8 Housing Choice Voucher Program is implemented.

13.Ã Ryan Akamine had in his possession plaintiff's SSDI award letter which confirmed plaintiff is permanently disabled and is unable to work, in compliance with 42 USC 423 §223.

14.Ā Ryan Akamine had in his possession four (4) letters from four (4) different doctors over the span of the previous 8 years, which all stated that the plaintiff is disabled and is required to have a live in aide, in accordance with 24 CFR 982.316, 24 CFR 8.6, & 24 CFR 5.403.

(The doctors letters are sufficient “verification” to prove that plaintiff is disabled and is required to have a live in aide. But Ryan Akamine ignored the letters he had from the medical providers and was determined to interfere with the plaintiff’s housing, purposefully and intentionally acting as the **gatekeeper to have precedence over the doctors** letters.)

15.Ā Ryan Akamine had in his possession the approved reasonable accommodation for a live in aide, and the approved 120% reasonable accommodation, both approved in 2017, and every year thereafter for five years, as part of plaintiff’s annual recertification application.

16.Ā Ryan Akamine confirms in emails that his sole purpose for “investigating” and/or “certifying” plaintiff’s live in aide was [not out of concern that plaintiff is cared for, but] to change the size of plaintiff’s voucher, from a 2-bedroom voucher to a 1-bedroom voucher (for the purpose of interfering and disqualifying the plaintiff in securing the 2-bedroom rental in Hawaii Kai.

17.Ā After the HAP contract was signed on May 9, 2022, Ryan Akamine dropped his investigation into the plaintiff’s live in aide, and plaintiff never heard from Ryan Akamine again.

(...only to find out on June 12, 2023 from Stephanie Rabiner, FHEO Branch Chief, that Ryan Akamine resumed his “on-going” investigation” from the previous year into plaintiff’s live in aide.)

Ms. Rabiner writes:

“...Please be advised that HPHA has informed FHEO that **HPHA has continued its investigation into your son’s residency** between 2017 and April 2022. **HPHA’s ongoing investigation** is a continuation of its April 2022 inquiry **into your need** for a live-in aide and your son’s place of residence as your designated live-in aide...”

18. On June 12, 2023, the plaintiff is informed by the FHEO Branch Chief, Stephanie K. Rabiner, that the defendants reopened their investigation into plaintiff’s live in aide (from a year ago), and that the defendants indeed were in communications with the former neighbor and landlord, who are the ones who told the plaintiff and the live in aide that the defendants said they are going to prison for fraud:

Ms. Rabiner writes:

“...Ms. Thorson, **FHEO is not investigating you for fraud** – fraud is outside of our jurisdiction. **HUD’s Office of Inspector General is responsible for investigating fraud within the Department’s programs, and we are unaware of any complaint made to that office about you or your live-in aide...**”

“...FHEO is only investigating whether there is reasonable cause to believe that HPHA violated the Fair Housing Act, Section 504 and/or the ADA. Your complaint alleges that, in retaliation for asserting that HPHA was using the rent reasonableness test to circumvent your exception payment standard accommodation, HPHA improperly began looking into the status of your live-in aide. You further alleged that HPHA said that it would not conduct an HQS inspection of the new unit until you answered several questions about your need for a live-in aide. As the emails you attached show, HPHA also asked questions about where your son, who has been your designated live-in aide since 2017, had been living and where he would be living once you moved...”



“...HPHA pointed to Chapter 14 to explain that, once it came across information indicating that your son did **not** live with you full time, it was required to ask questions about your need for a live-in aide and your son’s residence...”

“...Generally speaking, a housing provider should not inquire as to whether an individual still requires an approved reasonable accommodation except in limited circumstances. **One such circumstance is when the housing provider has information indicating that the individual no longer requires the reasonable accommodation.** FHEO, in investigating your complaint, must thus assess whether HPHA had information on April 6, 2022 and in the days thereafter to warrant further inquiry and investigation into whether your son had resided with you since 2017 and **whether you still required** an extra bedroom and a live-in aide as a reasonable accommodation...”

**(What information did the defendants have that would support plaintiff no longer required a live in aide? They made it up.)**

**(only the plaintiff’s doctors determine if the plaintiff is required to have a live in aide, not the defendants)**

“...Please be advised that HPHA has informed FHEO that HPHA has continued its investigation into your son’s residency between 2017 and April 2022. HPHA’s ongoing investigation is a continuation of its April 2022 inquiry into your need for a live-in aide and your **son’s place of residence** as your designated live-in aide. FHEO is thus also assessing whether HPHA’s **ongoing investigation is a potential violation of the Fair Housing Act, Section 504 and/or the ADA.** Mr. Wong is thus not asking questions of your son to harass him or scare him away, but rather, he is asking questions for the purpose of helping FHEO determine whether HPHA’s choice to continue its investigation is a violation of your fair housing rights...”

“...Do note that **HPHA has given FHEO the evidence it has collected during its investigation, including information that HPHA staff obtained from your former neighbor and former landlord.** Mr. Wong has not spoken to your neighbor, nor has he spoken to anyone who was not already aware that you receive housing assistance. I assure you that he is not spreading rumors and that investigators are trained to explain to witnesses that they are a neutral party, the investigation is ongoing, and that the Department has not made any determination about whether there has been any wrongdoing on the part of any individual. Unfortunately, some witnesses fail to heed this disclaimer and jump to their own conclusions...”

“...I also want to assure you that FHEO did not send or otherwise direct anyone to send the text messages your son received. We are unaware of who sent them and I personally conducted a public records search to try and identify the owner of the phone number, but was unable to do so. It’s a text-only number and uses a service often used by spammers. The Department does not condone or otherwise endorse the content of the messages...”

19.Ā The following is Ms. Rabiner’s email dated 06.13.23, confirming to the plaintiff that there is no rule about a live in aides primary residence:

“...Ms. Thorson, I have looked in our Housing Choice Voucher handbooks (old and new), out regulations, and the PIH notices that refer to live in aides. **I cannot find anything that refers to live in aide’s primary residence or HUD’s definition of a live in aide’s primary residence...**”

(It is illegal for Ryan Akamine to create policy that plaintiff’s live in aide must only reside in her home, and could not have his own residence.)

20. Defamation claim against defendants:

(a) FHEO Branch Chief Stephanie Rabiner confirmed in her email that the defendants communicated with the former neighbor and landlord, under the guise of an ongoing investigation. It was the former neighbor and former landlord who informed the plaintiff and live in aide that, according to the defendants, they are going to prison for fraud. The defendants also confirmed that it was the defendants who provided them with plaintiff's personal and confidential information: (i.e., disability, medical conditions, housing information, FHEO complaint, claims of discrimination, live in aide information, etc.).

Defendants actions to defame the plaintiff and the live in aide can be construed as retaliation for the plaintiff filing her FHEO complaint.

(b) Defamation occurs where a false and defamatory statement is communicated to a third party outside of the agency. An allegation of fraud, in and of itself, is serious, and capable of defamatory meaning.

(c) A claim for defamation is the fact that statements were made by defendants and were communicated to third parties, members of the public who are outside of the agency.

(d) Defamatory statements are defined as subjecting another to hatred, contempt or ridicule or tend to diminish the esteem, respect, goodwill or confidence in which the other is held in the community or to excite adverse, derogatory or unpleasant feelings or opinions against the other.

(e) The plaintiff was informed on **June 12, 2023** by FHEO, Stephanie Rabiner (Enforcement Branch Chief), that the defendants reopened their investigation from April 2022 as part of an on-going "investigation" into the plaintiff's live in aide. Ms. Rabiner confirmed that the defendants submitted the results of their investigation to FHEO, which confirmed that the defendants did contact plaintiff's former neighbor and landlord.

Ms. Rabiner writes,

“...Do note that HPHA has given FHEO the evidence it has collected during its investigation, including information that HPHA staff obtained from your former neighbor and former landlord...”

(f) Ryan Akamine should be terminated for purposefully and intentionally providing plaintiff’s personal information to a member of the public outside of the agency, for making defamatory statements that the plaintiff and live in aide are guilty of fraud, for intentionally interfering with plaintiff’s live in aide (who quit because of Ryan Akamine’s threats, and interfering with plaintiff’s housing by causing her 2-bedroom voucher to be reduced to a 0-bedroom voucher, and nullifying the plaintiff’s reasonable accommodations.

21. Ryan Akamine continued to “investigate” the plaintiff’s disability and live in aide, acting as the gatekeeper for the purpose of intentionally harassing and interfering with plaintiff’s housing under the guise that he had a “fiduciary duty” to investigate, certify, assess, determine, and evaluate the plaintiff’s disability and if plaintiff if required or not required to have support services. HUD makes it clear that **Ryan Akamine is not the gatekeeper, per Federal Register 98-10374, pages 23850 (quoted several times in this complaint).**

22. Ryan Akamine knew the plaintiff received SSDI benefits as a permanently disabled person. This is sufficient evidence to prove plaintiff is disabled, in accordance with 42 USC §223.  
**This did not satisfy Ryan Akamine.**

23. Ryan Akamine continued to “investigate” the plaintiff’s disability and live in aid, even though he had in his possession four (4) letters from four (4) different doctors over the span of the previous 8 years confirming that the plaintiff is disabled and is required to have a live in aide. By law, no additional information is required to “certify” plaintiff’s disability or “certify” plaintiff’s live in aide. The doctor’s letters are sufficient evidence in accordance with HPHA’s own Administrative Plan,

Rules 2-II.D. and 7.11.F., which reads, “...PHA will not inquire about the nature or extent of any disability...”.

**Nothing satisfied Ryan Akamine to certify the plaintiff’s live in aide.**

24. Plaintiff claims that Ryan Akamine’s fiduciary duty is/was to “oversees and manages the agency’s Housing Compliance Office to ensure all public housing programs comply with State and Federal Housing Laws...”. However, this case proves that he did not perform his duties as required, but acted outside the scope of his duties.

25. Plaintiff claims that Ryan Akamine is following orders by the Executive Director Hakim Ouansafi, to enforce the illegal policy to use one low comparable in all rent reasonableness determinations, to enforce the illegal policies regarding plaintiff’s live in aide, and to interfere with plaintiff’s housing. Hakim Ouansafi used Ryan Akamine and other employees to cause me harm. Hakim Ouansafi used Ryan Akamine and other employees to implement his fraud scheme to steal millions in federal funds from the Section 8 Housing Choice Voucher Program.

## **G. CLAIMS AGAINST LYLE MATSUURA SUPERVISOR IV**

1. Plaintiff claims Lyle Matsuura acted outside the scope of his duties by intentionally interfering with plaintiff's housing, by interfering with plaintiff's choice of where to live (steering), by interfering with plaintiff's payment standard and contract rent by purposefully and intentionally using illegitimate low comparables as policy in the rent reasonableness determinations, by interfering with plaintiff's reasonable accommodation to have a live in aide, by intentionally nullifying plaintiff's 120% reasonable accommodation, and by lying to Ryan Akamine.
  
2. Plaintiff claims that Lyle Matsuura approved approximately 15 comparables in 5 rent reasonableness determinations, but for the purpose of interfering with plaintiff securing the rental in Hawaii Kai.
  
3. Plaintiff claims that Lyle Matsuura approved the "low" comparable in the amount of \$1,621 in order to interfere with the plaintiff securing the rental in Hawaii Kai, zip code 96821.
  
4. Plaintiff claims that Lyle Matsuura lied (aka: defamatory statements) to Ryan Akamine, which resulted in plaintiff and her live in aide being investigated by Ryan Akamine for fraud.
  
5. On March 29, 2022, Lyle Matsuura wrote to the plaintiff that a rent reasonableness test was performed on the Hawaii Kai rental, and that two comparables were used (submitted by the plaintiff's son) in the amounts of \$4,321 and \$4,500; and that defendants added their own "low" comparable in the amount of \$1,621. The contract rent was \$4,000, and plaintiff's approved payment standard was \$4,031. The "low" comparable caused the plaintiff's rent to be reduced from \$4,000 to \$3,273, a drastic decrease in the contract rent by \$727, which also nullified the plaintiff's 120% reasonable accommodation.

6. Plaintiff claims that Lyle Matsuura communicated to a Senator's assistant and said to this person, "who does she [plaintiff] think she is, doesn't she know Section 8 don't get an ocean view".

7. Plaintiff claims that Lyle Matsuura is part of defendants plan to accumulate as much "surplus grant funds" as possible, since he is the gatekeeper to enforce low comparables used against the contract rent. Lyle Matsuura has final authority to approve low comparables to lower the rent below the contract rent, all the for purpose of assisting his employer in accumulating as much "surplus grant funds" as possible. Lyle Matsuura knows that his employer collects \$728 each month in "surplus grant funds" from the plaintiff's voucher.

8. The following is a list of actions and/or inactions by Lyle Matsuura, HPHA supervisor, that caused harm to the plaintiff:

AA Lyle retaliated against the plaintiff because she required he use the correct payment standard and utility allowance charts.

- Lyle had the authority to approve and disapprove the comparables.

AA Lyle permitted the low comparable in the amount of **\$1,621** to be included in the rent reasonableness determination, and to have precedence over the plaintiff's reasonable accommodations.

AA Lyle used **15** comparables in **5** rent reasonableness tests in order to interfere with the plaintiff's housing.

AA Lyle caused the plaintiff's contract rent to be drastically reduced.

AA Lyle caused the plaintiff's payment standard to be reduced.



AA Lyle caused the plaintiff's 120% reasonable accommodation to be nullified.

AA Lyle delayed the inspection from taking place after receiving the RFTA and Lease.

- Lyle delayed the HAP contract from being signed.

AA Lyle had an ulterior motive, acting outside the scope of his duties, to interfere with the plaintiff securing the rental in Hawaii Kai.

AA Lyle fabricated lies to Ryan Akamine that plaintiff said things about her live in aide that are not true.

AA Lyle has continued to play a part in harassing the plaintiff. The last was when he mailed a letter to plaintiff instructing her to complete forms 'to add a member of her household', and that if she did not return the forms by the deadline, her housing assistance would be terminated. Plaintiff never requested to add a member to her household.

- Lyle has processed all the paperwork and has implemented the illegal policies made by his superiors, which have resulted in me losing all my live in aide, all my reasonable accommodations to accommodate my disabilities, and reducing my 2-bedroom voucher to a 0-bedroom voucher so that I am no longer able to receive disability-related overnight care when needed.

## H. CLAIMS AGAINST HAKIM OUANSAFI HPHA EXECUTIVE DIRECTOR

### WHO IS HAKIM OUANSAFI?

1. January 2010, Hakim Ouansafi was hired as the Executive Director of the Hawaii Public Housing Authority
2. Since Hakim Ouansafi was hired in January 2010, HUD has reprimanded Hakim Ouansafi on numerous occasions for refusing to comply with federal laws. In 2018, HUD required Hakim Ouansafi to sign a contractual agreement, agreeing to comply with federal laws.
3. Since Hakim Ouansafi was hired in January 2010, all annual HUD inspection scores for all the Hawaii owned projects have drastically decreased in the last 14 years. Hakim Ouansafi has failed miserably to improve the quality of life for the thousands of locals who are currently living in squalor. Public records confirm there is currently a \$800M backlog in repairs, and hundreds of units remain vacant in project-owned properties because they are currently uninhabitable.
4. Hakim Ouansafi fabricated and implemented illegal policies that are not in compliance with HUD regulations and federal laws, but for the sole purpose of **committing fraud** by stealing millions of dollars from the Section 8 Housing Choice Voucher Program.
5. Hakim Ouansafi fabricated and implemented illegal policies that are not in compliance with HUD regulations and federal laws, but for the sole purpose of **retaliating against me** because I caught him stealing millions of dollars from the Section 8 Housing Choice Voucher Program.
6. Hakim Ouansafi instructed his staff (Ryan Akamine, Chief Compliance Officer, and Lyle Matsuura, Supervisor) to fabricate and enforce illegal policies against me for the purpose of removing my live in aide from caring for me and interfering with my Section 8 voucher. Hakim Ouansafi intentionally caused me damages, including being homeless at 65 years old.

7. Hakim Ouansafi falsely claimed he was “Hawaii Man of the Year”, and that the State of Hawaii declared May 14 (his birthday) as “Hakim Ouansafi Recognition & Appreciation Day”, and he also falsely claimed he is a board member of the Federal Law Enforcement Foundation, but that was proven to be a lie. Refer

to: <https://www.linkedin.com/in/hakim-ouansafi-050b04b9>;  
and <https://www.meforum.org/islamist-watch/hakim-islam-day-ouansafi-to-direct-hawaii-public>;  
<https://www.hawaiiexpress.com/Articles-Main/articleType/ArticleView/articleId/4333/Federal-Law-Enforcement-Foundation-Hawaii-Muslims-not-sanctioned-to-use-our-name>.

8. Hakim Ouansafi’s self proclaimed resume can be found on LinkedIn, <https://www.linkedin.com/in/hakim-ouansafi-050b04b9>, which reads as follows: “...Hakim Ouansafi is the ninth Executive Director of the Hawaii Public Housing Authority, one the largest Housing Authorities in the nation, responsible for billions of dollars of Federal and State housing assets and programs and **Cabinet Member of Hawaii’s Governor, Josh Green M.D.** Hakim founded and currently serves as the Board Chairman of SILAH Orphans NFP, serves as the Board Chairman of the Muslim Association of Hawaii, the Board member of the Interfaith Alliance Hawaii, as well as many state housing groups and advocates. He is also one of the founders of the Hawaii Coalition for Civil Rights. Previously, Hakim served as President & CEO for Diamond Hotels & Resorts, First Commercial Consulting Services, Mikah Import & Export, General Manager with Aston Hotels & Resort, a Civil Service Commissioner for the C&C of Honolulu, and a board member of the Federal Law Enforcement Foundation. Hakim Ouansafi has been recognized with numerous honors, awards and accommodations, including the Flame of Hope Award, **Hawaii Man of the Year**, the **State of Hawaii decreeing May14th, his birth date, as “Hakim Ouansafi Recognition & Appreciation Day”**, the **Hawaii State Legislature and Senate’s “Recognition and Honor for Outstanding Achievement and Service to the People of Hawaii”**, C&C of Honolulu “Honor for Ultimate Dedication, Hard Work and Tenure for Hakim’s never-ending work for

the greater good of the State of Hawaii”. His lifelong commitment to social justice and philanthropic initiatives has earned him the world prestigious international Doctor Honoris Causa from the university of Ecole de Commerce de Lyon, France and was awarded for Hakim’s “humanitarian and charitable actions both in the areas of housing, and in that no less important of access to water and the link between the different religious communities in the Pacific”...” Refer to: <https://www.linkedin.com/in/hakim-ouansafi-050b04b9>.

9. Hakim Ouansafi’s employer, the State of Hawaii, is representing him in my lawsuit (U.S. District Court Case No. 23-CV-00412-MWJS-WRP). **By representing Hakim Ouansafi, the State of Hawaii condones the actions by Hakim Ouansafi to steal millions of dollars in federal funds from the Section 8 Housing Choice Voucher Program. By representing Hakim Ouansafi, the State of Hawaii condones the actions by Hakim Ouansafi to retaliate against me because I exposed him and his fraud scheme in my lawsuit.**

10. On November 21, 2024, I attended the HPHA Board meeting and presented to the HPHA Board of Directors written testimony and a copy of my Fraud Chart that proves that Hakim Ouansafi stole \$106,861,491 from the Section 8 program, and continues to steal \$1M each and every month. My written testimony to the HPHA Board of Directors reads as follows: “...I am providing the attached Chart to the board members of the Hawaii Public Housing Authority, to prove that Hakim Ouansafi, the Executive Director of the Hawaii Public Housing Authority, has stolen \$106,861,491 (since 2015) from the Section 8 Housing Choice Voucher Program; and that Hakim Ouansafi continues to steal, on average, \$800k-\$1m each and every month. The attached Chart proves that Hakim Ouansafi lied to HUD, lied to the HPHA Board of Directors, lied to the State auditors, and altered the HPHA financial statements, in order to hide the fact that he is stealing money from the Section 8 program. The figures in this chart prove that Hakim Ouansafi lied when he claimed ±100% of the subsidy was used by the HPHA, when facts prove the HPHA actually issued only ±80% of the Section 8 vouchers it received

from HUD. Even though I created this chart, I did not create the figures, which were extracted from public documents prepared by HUD and the HPHA. Because I do not have the authority to file criminal charges against Hakim Ouansafi, I do have the authority to request that, on behalf of the community, that the board members of the Hawaii Public Housing Authority immediately terminate Hakim Ouansafi as the Executive Director of the Hawaii Public Housing Authority. Please consider this a formal request that Hakim Ouansafi be terminated as the Executive Director of the Hawaii Public Housing Authority. In the name of Jesus, I pray that Hawaii would be an example of excellent governing, and that all government corruption would be eliminated...”

11. Pray for new leadership, a new Executive Director of the Hawaii Public Housing Authority, who can be trusted to comply with all federal rules, and who truly cares about the citizens of the State of Hawaii, especially those who are in need of housing assistance.

THE FOLLOWING IS JUST MORE INFORMATION TO PROVE HAKIM OUANSAFI NEEDS TO BE HELD LEGALLY ACCOUNTABLE FOR HIS ILLEGAL ACTIONS AND/OR INACTIONS AS THE EXECUTIVE DIRECTOR OF THE HAWAII PUBLIC HOUSING AUTHORITY:

12. Hakim Ouansafi is the Executive Director of the Hawaii Public Housing Authority. Mr. Ouansafi is solely responsible for ensuring that the agency implements the Section 8 Housing Choice Voucher Program in compliance with the federal rules and HUD guidelines. Mr. Ouansafi is responsible for the actions of his employees, especially if he has full knowledge that his employees are acting outside the scope of their duties. Mr. Ouansafi is solely responsible for supervising the Chief Compliance Officer, Ryan Akamine, who reports directly to Mr. Ouansafi.

13. Hakim Ouansafi received all of plaintiff emails, proving he was always informed of the actions of his employees Ryan Akamine and Lyle Matsuura, and how they were treating the plaintiff. Mr. Ouansafi’s silence proves that he supported his employees harassing the plaintiff.

14. On April 5, 2022, Hakim Ouansafi responded in an email and confirmed to the plaintiff that Ryan Akamine was now handling the plaintiff's complaints. Instead of making sure the plaintiff's complaints were addressed, Mr. Ouansafi instructed Ryan Aksamine to "audit" the plaintiff, which actually meant to go on the attack against the plaintiff. And that's exactly what Ryan Akamine did, at the direction of the Executive Director Hakim Ouansafi.

15. Plaintiff notified Hakim Ouansafi that Ryan Akamine was interfering with her housing, was interfering with her live in aide, was interfering with reasonable accommodations, etc.

**Hakim Ouansafi did absolutely nothing.**

16. Plaintiff notified Hakim Ouansafi that Ryan Akamine was retaliating against her by investigating her live in aide a year **after** the plaintiff filed her FHEO complaint. Plaintiff also informed Mr. Ouansafi that Ryan Akamine was telling members of the public, outside of the agency, that the plaintiff and live in aide are going to prison for fraud.

**Hakim Ouansafi did absolutely nothing.**

17. Plaintiff claims that Executive Director Hakim Ouansafi is solely responsible for adopting the illegal policy to use one low comparable in all rent reasonableness determinations against the contract rent. Plaintiff claims that Mr. Ouansafi knew at all times that "surplus grant funds" were being accumulated, as a result of the illegal policies. Mr. Ouansafi must be held accountable by providing an accounting of the approximately **\$106,861,491** ~~\$32M per year that~~ **that has just disappeared from all accounting records** since 2015. ~~he was employed with the Hawaii Public Housing Authority.~~ Plaintiff claims that Mr. Ouansafi's illegal policies do not benefit the tenant or the landlord, but only benefits the defendants. Plaintiff claims that the illegal policies were not in effect prior to the employment of Mr. Hakim Ouansafi.

~~7. Plaintiff claims that the illegal policies were in effect prior to the employment of Mr. Hakim Ouansafi, who was hired on January 3, 2012.~~



~~Besides being the Executive Manager of the Hawaii Public Housing Authority, Mr. Ouansafi is also the current registered owner/manager of First Commercial Consulting Services llc, located at 679 Kaumakani Street, Honolulu, Hawaii, 96825. This could be a conflict of interest.~~

18. Plaintiff claims that since 2015, evidence proves that Hakim Ouansafi has been stealing federal funds each month from the Section 8 program, and has directed his staff to assist him in his fraud scheme. The reward for their cooperation is that Hakim Ouansafi now has authority to bypass the HPHA Board of Directors to hire his own staff and to pay a salary "...that exceeds the salary of the Governor...". Refer to SB 3120.

19. **SB 3120**

SB 3120 authorizes Hakim Ouansafi sole authority over the Hawaii Revised Statutes and the HPHA Board of Directors to hire his own management staff and pay his management staff wages that exceeds the Governor's salary. The Hawaii Revised Statutes specifically states that no employee is to make more than the Governor, whose current income is \$184,860. **The beneficiaries of SB 3120 is documented as being, amongst others, the Chief Compliance Officer (Ryan Akamine), and the Chief Financial Officer (Bennet Liu).**

20. In the last year, Hakim Ouansafi convinced the HPHA Board of Directors to pay him a salary of 99% of the Governor's salary, and to pay his assistant Barbara Arashiro 99% of Hakim Ouansafi's salary. Hakim Ouansafi's salary is \$\$183,012, and Barbara Arashiro's salary is \$181,182. (Refer to Bribery Chart for list of managers and their wages.)

21. **HCR 100**

**The State of Hawaii celebrates "Islam Day" on 9/11.**

Hakim Ouansafi was not representing the citizens of Hawaii, but was honoring the "Islamist terrorists" who killed our people on 9/11 when he lied to the legislature in order to get the legislature to pass HCR 100.



It was only after HCR 100 was passed and there was opposition from the public, did Hakim Ouansafi attempt to separate himself from the Islamist terrorists who massacred thousands of our people on 9/11. This is considered an Islamic practice called “**al-Taqiyya**” which the term literally means: “...concealing or disguising one’s beliefs, convictions, ideas, feelings, opinions, and/or strategies at a time of eminent danger, whether now or later in time, to save oneself from physical and/or mental injury...”.

Refer to: <https://en.wikipedia.org/wiki/Taqiyya>, and <https://hawaiiexpress.com/Articles-Main/articleType/ArticleView/articleId/723/alTaqiyya-in-action-Islamic-Information-Office-of-Hawaii-defends-quotIslam-Dayquot>.

**On March 4, 2009**, Hakim Ouansafi petitioned the Hawaii legislature to honor “Islam Day” Day **on November 21**.

<https://www.capitol.hawaii.gov/sessions/session2009/Bills/HCR100 .HTM>.

**On May 6, 2009**, the Hawaii legislature approved 9/11 as “Islam Day”.

[https://www.capitol.hawaii.gov/session/archives/measure\\_indiv\\_Archives8-12.aspx?billtype=HCR&billnumber=100&year=2009](https://www.capitol.hawaii.gov/session/archives/measure_indiv_Archives8-12.aspx?billtype=HCR&billnumber=100&year=2009).

**AFTER THE BILL WAS PASSED, Hakim Ouansafi amended the date from November 21 to September 24, which is actually September 11 according to the Gregorian Calendar (which is the calendar used by Muslims).**

[https://www.capitol.hawaii.gov/sessions/session2009/Bills/HCR100\\_HD1 .HTM](https://www.capitol.hawaii.gov/sessions/session2009/Bills/HCR100_HD1 .HTM).

<https://www.hawaiiexpress.com/Articles-Main/articleType/ArticleView/articleId/716/Hawaii-ldquoIslam-Dayrdquo-secretly-marks-September-11>.

It should be of great concern to the State of Hawaii that Hakim Ouansafi, the founder and chairman of the Muslim Association of Hawaii, would be permitted to use our government to honor “Islamist terrorists” who massacred our people on 9/11.

**Pray the legislature nullifies HCR 100**, thereby reneging on its decision that the State of Hawaii is to honor “Islam Day” on 9/11.

**I. CLAIMS AGAINST BENNETT LIU,  
HPHA CHIEF FINANCIAL OFFICER**

1. Bennett Liu, Chief Financial Officer, was hired in April 2022.
2. After being employed with the HPHA for only 2 years, Hakim Ouansafi made sure to include Mr. Liu as a beneficiary to SB 3120, ensuring Mr. Liu receives a salary "...which exceeds the Governor's salary...". Just this year alone, Mr. Liu received an increase in his salary in the amount of \$56,472, and now earns \$144,936.
3. Bennett Liu provided false figures to HUD, provided false figures to the state auditors, and provided false figures to the Hawaii Public Housing Authority Board of Directors, in an attempt to hide the subsidy that was stolen and not used to issue Section 8 vouchers.
4. Bennett Liu fabricated and altered HPHA's financial records, in an attempt to hide the subsidy that was stolen and not used to issue Section 8 vouchers, VASH vouchers, and other Section 8 programs.
5. Bennet Liu knows exactly where the unused subsidy is, how it was diverted and/or misappropriated.
6. Bennett Liu and Hakim Ouansafi are the only two HPHA employees who are authorized to sign checks on behalf of the Hawaii Public Housing Authority, so it is expected that Mr. Liu is guilty of issuing checks of the stolen federal funds that were allocated to be used for the Section 8 program.

The State of Hawaii hired contractor 'Plante & Moran' to perform the last annual audit of the Hawaii Public Housing Authority. The auditors attended the board meeting on 11.06.24, at which I was present. The auditors confirmed that it was Bennett Liu, the Chief Financial Officer, who provided the accounting figures to them. During the HPHA Board of Directors meeting on December 6, 2024, and during the presentation from 'Plante & Moran' auditors, I raised my hand repeatedly in an

attempt to make the auditors aware of the exact figures that were fabricated, but the HPHA Chairperson, Mr. Robert Hall, would not allow me to speak. So after the board meeting, I immediately emailed 'Plante & Moran' and provided them with proof that the figures Bennett Liu provided them were false, and I am able to prove it by forwarding my Fraud Chart to them, and explaining in detail how to access the HUD and HPHA resources to create their own Fraud Chart, if need be. Because the auditors were hired by the State of Hawaii, I informed the State's auditors office that I had contacted 'Plante & Moran' and informed them of the inaccuracies of the audit based on the false figures provided by Bennett Liu.

## **J. RENT REASONABLENESS DETERMINATIONS and COMPARABLES**

### **(HPHA RULES v. FEDERAL RULES)**

1.Ā The defendant is required to comply with the federal laws and HUD guidelines that dictate how low comparables are used in rent reasonableness determinations.

24 CFR §982.54

**"...The administrative plan must be in accordance with HUD regulations and requirements..."**

2.Ā There is no federal rule to support defendants using one **low** comparable as policy in all rent reasonableness determinations.

In fact, according to HUD, it's the exact opposite:

**HUD/PIH Housing Choice Voucher Program Guidebook,  
Chapter 3, Rent Reasonableness** (refer to page 8, section 3.1.2.)

"...PHAs should take a common-sense approach to valuing a unit based on these factors..."

3.1.2 **PHAs need to be careful not to limit their rent reasonableness analysis** to only mid-range units or only units in certain more affordable neighborhoods. **Voucher families may choose to rent units above the payment standard.** As a rule of thumb, the **PHA should collect data on units with gross rents at least 20-25 percent above the greater of the payment standard or the FMR, including any HUD approved exception payment standards...**

(“approved exception payment standard” is the plaintiff’s 120% reasonable accommodation approved in 2017)

[https://www.hud.gov/sites/dfiles/PIH/documents/HCV\\_Guidebook\\_Rent\\_Reasonableness.pdf](https://www.hud.gov/sites/dfiles/PIH/documents/HCV_Guidebook_Rent_Reasonableness.pdf)

3. There is no Administrative Rule to support defendants can use one low comparable in rent reasonableness determinations. However, the defendants do confirm it on their website and in board meetings.

(a) The following is a link to the defendants website, which proves defendants adopted the illegal policy to use one **low** comparable.

<http://www.hpha.hawaii.gov/faqs/s8hcvli.html>

### **05.15.23, HPHA’s website**

**HPHA’s website, as of 05.15.23, confirms that HPHA’s illegal policy is to use “...one lower rent...” as a comparable in rent reasonableness tests:**

\* **HPHA’s website reads:**

#### **“...What is rent reasonableness?”**

The State is required to ensure that the unit rent is reasonable according to prevailing market conditions. HPHA must determine if the rent is reasonable or too high according to market conditions for units of similar size, features, and amenities in the same area. **HPHA will choose two higher rents and one lower rent** based on proximity to the subject property to compare rents...”

(b) The following is a link to the defendants website, which proves defendants adopted the illegal policy to use one low comparable.

[http://www.hpha.hawaii.gov/boardinfo/board\\_mtgs\\_completed/2023/4.20.23%20Board%20Packet.pdf](http://www.hpha.hawaii.gov/boardinfo/board_mtgs_completed/2023/4.20.23%20Board%20Packet.pdf)

#### **04.20.23, HPHA's Board of Directors Meeting**

This document is from the Board of Directors Meeting Agenda dated 10.20.22 (see page 22), which reads:

B. Rent Reasonableness

3. At least three comparable units are used for each rent determination and of which **at least two must have a gross rent that exceeds the subject gross contract rent and one must have a gross rent that is lower than the subject contract rent.**

This is very important to note. The defendants say "...lower than the subject **contract rent**...". But that is not what the HUD guidelines say.

The HUD guidelines confirm:

**"...PHA should collect data on units with gross rents at least 20-25 percent above the greater of the payment standard or the FMR, including any HUD approved exception payment standards..."**

Hakim uses comparables against the "contract rent" instead of "...the payment standard or the FMR, including any HUD approved exception payment standards..." because it increases the amount of subsidy that Hakim Ouansafi can steal. The fraud scheme is the HPHA receives 120% of the payment standard, but lowers the contract rent as low as they can, **for the purpose of increasing the amount of subsidy that is stolen.**

(Defendants are clearly not in compliance with the HUD guidelines as it pertains to using comparables in rent reasonableness determinations.)

(c) The following is a link to the defendant's website, which proves defendants allow tenants to submit their own comparables, but we know that's not true. Plaintiff submitted 4, and they were thrown out. The plaintiff's son submitted 4, and the defendants kept 2 and then introduced their own low comparable.

Executive Director Hakim Ouansafi confirmed in a board meeting that tenants are allowed to submit their own comparables. If that truly is the

case, **what tenant in their right mind would submit low comparables?** Landlords are also allowed to submit their own comparables, but again, **what landlord in their right mind would submit low comparables?**

**This is the link to the board meeting where Hakim Ouansafi said tenants are allowed to bring in their own rent comps.** Pay attention to the dialogue, everyone at the board meeting wants to talk about the comps, and Hakim Ouansafii shuts them down.

[http://www.hpha.hawaii.gov/boardinfo/board\\_mtgs\\_completed/2023\\_Public/06.28.23%20Public%20Packet.pdf](http://www.hpha.hawaii.gov/boardinfo/board_mtgs_completed/2023_Public/06.28.23%20Public%20Packet.pdf)

### **06.28.23 HPHA's Board of Directors Meeting**

Refer to page 21 to read what Hakim Ouansafi said about comparables:

“...Executive Director Ouansafi clarified that the rent comparable is required by law and the payment standards are set. [Note: He does not say “low” comparables.] He stated that City & County leases are different because the City & County is able to use existing leases, while the HPHA cannot because of tenant confidentiality. He added that the HPHA can always improve and wants what is fair to everyone, including landlords. He stated that he has reached out to Ms. Iwamoto with possible meeting dates to discuss the issue and find possible solutions. [Note: Iwamoto is a landlord whose rents were reduced because of defendants using low comparables.] ...”

“...Executive Director Ouansafi stated the HPHA has more information and cannot discuss it at this time as it is not on the agenda for this meeting. Designee Campos added that for rent comps, quality needs to be considered in pricing as well. Director Pulmano asked if the rent comps are based on publicly available data. Executive Director Ouansafi stated that is correct, rent comps are based on publicly available data. He acknowledged that rent prices can change within a few months based on the prices of other

available units at that time. Executive Director Ouansafi explained that most of the time, the outcomes of the rent comparable software are what they should be, and sometimes they do not come out correctly and **that is why people are allowed to bring in their own rent comps...**

“...He reported that he needs to stop the conversation as it is not an agenda item and does not want to be in violation. Director Pulmano asked if this matter can be added as an agenda item. Chairperson Hall stated he is not sure how that can be added to the agenda...”

4. The following federal rules prove the defendants policy to use one low comparables is fabricated. Remember, the defendants are the only PHA in the country that uses one low comparable as policy in their rent reasonableness determinations.

**(a) 42 USC §1437f**

SEC. 512.

**(1) Comparable properties. ...'comparable properties' means properties in the same market areas...that-**

**(A) are similar to...neighborhood (including risk of crime), type of location, access, street appeal, age, property size, apartment mix, physical configuration, property and unit amenities, utilities, and other relevant characteristics.**

<https://uscode.house.gov/view.xhtml?hl=false&edition=2021&req=granuleid%3AUSC-prelim-title42-section1437f&num=0#amendment-note>

**(b) 24 CFR §982.503 refers to 507**

**(c) 24 CFR §982.507**

(b) Comparability.

The PHA must determine whether the rent to owner is a reasonable rent in comparison to rent for other **comparable unassisted** units.



**(d) 24 CFR 983.303, Reasonable Rent**

**Nowhere in this CFR does it say that a low comparable is to be used. The defendants are wrong in adopting policy contrary to the federal rules.** There is no federal rule to support the defendants using one low comparables in conjunction with two high comparables.

*<https://www.ecfr.gov/current/title-24/subtitle-B/chapter-IX/part983/subpart-G/section-983.303>*

**K. LIVE IN AIDE**

**(CFR's, FEDERAL REGISTER, HUD GUIDELINES, HUD NOTICES, HPHA ADMIN RULES)**

1. The following federal rules and HUD guidelines proves that the defendants adopted or fabriated policies, as it pertains to plaintiff's live in aide, that are not in compliance with the federal rules and HUD guidelines, which are quoted verbatim below:

**(a) 24 CFR §5.403**

**Live in aide means** a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, and who:  
(1) As determined to be essential to the care and well being of the person  
(2) As not obligated for the support of the person; and  
(3) **Would not be living in the unit except to provide the necessary supportive services.**

**(b) 24 CFR §982.316**

**Live in Aide**

(a) A A family that consists of one or more elder [over 62 years of age, plaintiff is 62 years of age], near-elderly, or disabled persons may

request that the PHA approve a live in aide in the unit and provide necessary supportive services for a family member who is a person with disabilities. The PHA must approve a live in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

(b) At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, **if:**

(1) The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

(2) The person commits drug-related criminal activity or violent criminal activity; or

(3) The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

**(c) Refer to HUD Notice PIH 2009-22 (HA) (short version)**

([https://www.hud.gov/sites/documents/DOC\\_8989.PDF](https://www.hud.gov/sites/documents/DOC_8989.PDF))

Page 1, para. 3, “...live-in aide is a person who resides with...” and “...**would not be living in the unit except to provide the necessary supportive services...**”

**Page 2, para. 2, “...A family’s composition or circumstances may warrant the provision of an additional bedroom to permit disabilityrelated overnight care and allow the family equal use and enjoyment of the unit...”**

(The live in aide is permitted to stay overnight only if providing “disability-related overnight care”. This does not say that the live in aide is required to solely reside in the unit and is not permitted to have a secondary residence, as HPHA falsely claims.)

**(d) Refer to HUD Notice PIH 2009- 22 (HA) (extended version)**

([https://www.hud.gov/sites/documents/DOC\\_8989.PDF](https://www.hud.gov/sites/documents/DOC_8989.PDF))

"...The definition of a live-in aide is recorded in 24 CFR Section 5.403 which states that a live-in aide is a person who resides with one or more elderly persons [over 60], near-elderly persons or persons with disabilities and who is: (1) determined to be essential to the care and well-being of the persons; (2) is not obligated for the support of the persons; and (3) **would not be living in the unit except to provide the necessary supportive services...**"

"...Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances..."

**"...A family may always request a reasonable accommodation to permit program participation by individuals with disabilities. A family's composition or circumstances may warrant the provision of an additional bedroom to permit disability-related overnight care and allow the family equal use and enjoyment of the unit. Such limited exceptions to the established subsidy standards are permitted under 24 CFR Section 982.402(b)(8). The PHA must consider requests for an exception to the established subsidy standards **on a case-by-case basis and provide an exception, where necessary,** as a reasonable accommodation. The PHA shall document the justification for all granted exceptions..."**

**(e) HUD document: 4350.3 REV-1**

(<https://www.hud.gov/sites/documents/43503c3HSGH.PDF>)

Page 3-9

3-6(E.)(3.)(a.) Live-in aide.

(1) A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who:

(a) ~~is~~ determined to be essential to the care and well being of the person(s);

(b) ~~As~~ not obligated for the support of the person(s); and

(c) ~~As~~ **Would not be living in the unit except to provide the necessary supportive services.**

(2) To qualify as a live-in aide:

(a) The owner [PHA] must verify the need for the live-in aide.

**Verification that the live-in aide is needed to provide the necessary supportive services essential to the care and well-being of the**

**person must be obtained from the person's physician, psychiatrist or**

other medical practitioner or health care provider. The owner must

approve a live-in aide if needed as reasonable accommodation in

accordance with 24 CFR Part 8 [which includes epilepsy] to make the

program accessible to and usable by the family member with a disability.

The owner may verify whether the live-in aide is necessary **only to the**

**extent necessary to document that applicants or tenants who have**

**requested a live-in aide have a disability-related need for the**

**requested accommodation. This may include verification from the**

**person's physician...or health care provider. The owner may **not** require**

applicants or tenants to provide access to confidential medical records or

to submit to a physical examination.

(re (2)(a) above, "verification" must be "obtained from the person's

physician", not from HPHA's employee Ryan Akamine. The actions of

Ryan Akamine to act as the gatekeeper proves he is acting outside the

scope of his duties.)

**(f) Federal Register 98-10374, pages 23850, HUD writes:**

**"...HA does not assess the nature and character of the occupant's disability** in order to match the occupant with requirements for occupancy...or to assure that the occupant will benefit from appropriate supportive services..."

**"...An elderly or disabled Section 8 participant chooses whether**

**[where] to live** in a group home or in other housing that satisfies the

HUD housing quality standards. The HA may not bar access to group

housing **because the HA believes that the participant can live**

**independently, and does not need supportive services.** Conversely, the HA may not bar access to group housing **because the HA believes that the participant needs supportive services** that are not available at the housing...”

**“...the HA has no responsibility or authority to act as a gatekeeper who determines whether the assisted family has or lacks the capacity to live independently...”**,

**“...The HA may not inquire into the nature or extent of disability...”**) (to clarify: Ryan Akamine did not have the authority to “assess the nature and character of the occupant’s disability” and “may not inquire into the nature or extent of [plaintiff’s] disability”. Ryan Akamine has “..no responsibility or authority to act as [plaintiff’s] gatekeeper...” “...(c) [Live in aide] qualifies for occupancy only as long as the individual needing supportive services requires the aide’s services and remains a tenant...”

*(to clarify, the above sentence says: as long as the “individual” remains a tenant, not as long as the “live in aide” remains a tenant.)*

“...(f) (4) An adult child is eligible to move into a Section 202/8 project after initial occupancy **only if they are essential to the care or wellbeing of the elderly parent(s)**. The adult child may be considered a livein aide if all of the requirements in 1, above, apply and **there is a verified need for a live-in aide** in accordance with 2(a), above...”

*(verification must be provided by a physician, not the defendants)*

**(g) 24 CFR §5.403**

Live in aide means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, and who:  
(1) ~~As~~ determined to be essential to the care and well being of the person  
(2) ~~As~~ not obligated for the support of the person; and  
(3) ~~As~~ **Would not be living in the unit except to provide the necessary supportive services.** (emphasis added)

**(h) 24 CFR §982.316**

Live in Aide

(a) A family that consists of one or more elder [over 62 years of age, plaintiff is 62 years of age], near-elderly, or disabled persons may request that the PHA approve a live in aide in the unit and provide necessary supportive services for a family member who is a person with disabilities. **The PHA must approve a live in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.**

(b) At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, **if:**

- (1) The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- (2) The person commits drug-related criminal activity or violent criminal activity; or
- (3) The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

**(i) HPHA Admin Rule 3-I.M.**

**PHA Policy**

A family's request for a live-in aide must be made in writing. **Written verification will be required from a reliable, knowledgeable professional, such as a doctor,** social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, nearelderly, or disabled family member.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) **would not be living in the unit except to provide the necessary supportive services.**

**(j) § 966.53**

**The following CFR confirms that a live in aide is not considered a tenant of the disabled person's home:**

(<https://www.ecfr.gov/current/title-24/subtitle-B/chapter-IX/part-966/subpart-B/section-966.53>)

§ 966.53 Definitions.

For the purpose of this subpart, the following definitions are applicable:

**Tenant shall mean** the adult person (or persons) **(other than a live-in aide)**:

(1) **Who [tenant] resides in the unit, and who [tenant] executed the lease** with the PHA as lessee of the dwelling unit.

2. The following email is from FHEO Branch Chief, Stephanie Rabiner. The email is dated 06.13.23.

(a) FHEO Branch Chief Stephanie Rabiner confirms in her email (quoted verbatim) that in June 2022 Ryan Akamine reopened his investigation into plaintiff's live in aide (from April 2022).

Ms. Rabiner writes in her dated 06.18.23:

“...Please be advised that HPHA has informed FHEO that HPHA has continued its investigation into your son's residency between 2017 and April 2022. HPHA's ongoing investigation is a continuation of its April 2022 inquiry into your need for a live-in aide and your son's place of residence as your designated live-in aide...”

(b) Ryan Akamine claims that it is policy that plaintiff's live in aide is not permitted to have his own separate residence, and must reside solely and exclusively in the plaintiff's home (even if not providing support services), and is not permitted to have a job.



But there's no law to support Ryan Akamine's position. He's just making up stuff in order to interfere with plaintiff's housing and reasonable accommodation to have a live in aide.

Ms. Rabiner writes in her email dated 06.13.23:

“...Ms. Thorson, I have looked in our Housing Choice Voucher handbooks (old and new), out regulations, and the PIH notices that refer to live in aides. **I cannot find anything that refers to live in aide's primary residence or HUD's definition of a live in aide's primary residence...**”

## **L. CONCLUSION**

- 1.Ã Plaintiff claims that the defendants refuse to comply with the federal rules and HUD guidelines that govern how the Section 8 Housing Choice Voucher Program is to be implemented.
- 2.Ã Plaintiff claims that the federal rules and HUD guidelines do not support defendants' illegal policy to use of low comparables in rent reasonableness determinations.
- 3.Ã Plaintiff claims that the federal rules and HUD guidelines do not support defendants' illegal policy to use comparables against the contract rent (instead of the payment standard).
- 4.Ã Plaintiff claims that the federal rules and HUD guidelines do not support defendants' illegal policy to use low comparables in rent reasonableness determinations against the contract rent for the purpose of lowering the contract rent.
- 5.Ã Plaintiff claims that the federal rules and HUD guidelines do not support defendants' illegal policy to use low comparables in rent reasonableness determinations against the contract rent, but is applied

to all vouchers for the purpose of lowering the contract rent so the defendants can accumulate as much “surplus grant funds” as they can, only to steal it.

6.Ā Plaintiff claims there is evidence to prove that defendant is the only PHA in the country that uses a **low** comparable as policy in all their rent reasonableness determinations.

7.Ā Plaintiff claims that landlords and tenants do not benefit from defendant using one low comparable as policy, but rather it is only the defendants who benefit because defendants keep the “surplus grant funds”, which is the difference between the FMR/payment standard *and* the contract rent. The contract rent is always lowered as a result of defendants using one low comparable. The lower the defendants can lower contract rent, the more “surplus grant funds” defendants can keep.

8.Ā Plaintiff claims that the federal rules and HUD guidelines do not support defendants illegal policy as it pertains to live in aides being required: (1) to reside in plaintiff’s home only, even when not providing support services, (2) is not permitted to have a separate residence, (3) is not permitted to provide “disability-related overnight care” as needed, and (3) is not permitted to have a job.

9.Ā Plaintiff claims that the federal rules and HUD guidelines do not support defendants policy regarding live in aides, but rather plaintiff has provided authorities in this complaint to prove that live in aides (1) may reside in plaintiff’s home only when providing support services which includes disability-related overnight care as needed, (2) may not reside in plaintiff’s home when not providing support services, (3) is required to have a separate residence, and (4) must have a job to provide for his own living expenses (especially considering that plaintiff only receives SSDI and is unable to pay for or care for a live in aide).

10. Plaintiff claims that all defendants were obligated to comply with the following basic HUD requirements as a PHA, and failed:

- (a) Defendant is required to not discriminate against disabled recipients.  
**HPHA failed this obligation.**
- (b) Defendant is required to ensure decent safe housing units are accessible to **all** recipients.  
**HPHA failed this obligation.**
- (c) Defendant is required to make reasonable accommodations to its own policies, practices, and procedures, to exercise discretion and flexibility to avoid displacement of tenants, and to prevent actions that have a negative impact on the disabled recipient.  
**HPHA failed this obligation.**
- (d) Defendant is required to train their employees to be aware of civil rights obligations and their own obligations under the Fair Housing Act to further fair housing for all the disabled recipients.  
**HPHA failed this obligation.**
- (e) Defendant is required to use appropriate utility allowance charts. Defendants failure to use the appropriate utility allowance chart caused the plaintiff financial harm, since it is the responsibility of the plaintiff to pay the electric bill, which averages \$500 per month. This is a hardship on the plaintiff because of her limited monthly income, in which 60% of her income is currently going towards the electric bill.  
**HPHA failed this obligation.**
- (f) Defendant is required to use appropriate payment standard charts. Defendants failure to use appropriate payment standard charts caused the plaintiff harm, since it determines the amount of the

payment standard on the voucher, which assists the tenant to search for a rental.

**HPHA failed this obligation.**

- (g) Defendant is required to comply with the HUD guidelines as it pertains to comparables used in rent reasonableness determinations. Defendants used the low comparable in the amount of \$1,621 for the purpose of causing harm to the plaintiff, by interfering with plaintiff's housing, interfering with plaintiff's payment standard and contract rent (which nullified plaintiff's 120% reasonable accommodation). It is not reasonable for the defendants (or any PHA) to allow low comparables to have precedence over plaintiff's 120% reasonable accommodation (aka: "approved exception payment standard").

The \$1,621 "low" comparable located in zip code 96816 was \$2,379 less than the contract rent of \$4,000 rental located in zip code 96821. This caused plaintiff's contract rent to be reduced from \$4,000 to \$3,273, a 20% decrease in the contract rent, which nullified plaintiff's 120% reasonable accommodation.

**HPHA failed this obligation.**

- (h) Defendant is required to comply with HUD/PIH guidelines when using comparables, which HUD states: "...the PHA should collect data on [comparable] units with gross rents **at least 20-25 percent above the** greater of the payment standard or the FMR, including any HUD approved exception payment standards...".

**HPHA failed this obligation.**

- (i) Defendant is required to comply with HUD/PIH guidelines "...to use a common sense approach..." in rent reasonableness determinations, and "...may justify a higher rent under the rent reasonableness provisions in 24 CFR § 982.507(b)(1)...", and "...must permit a higher rent that may be necessary as a reasonable accommodation for persons with disabilities in accordance with Federal civil rights laws..."

([https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/guidebook](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook))

**HPHA failed this obligation.**

- (j)̄ Defendants are required “... to be careful not to limit their rent reasonableness analysis to only mid-range units or only units in certain more affordable neighborhoods. Voucher families may choose to rent units above the payment standard. As a rule of thumb, **the PHA should collect data on units with gross rents at least 20-25 percent above the greater of the payment standard or the FMR, including any HUD approved exception payment standards...**”

[120% reasonable accommodation is plaintiff’s “approved exception payment standard”]  
([https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/guidebook](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook))

**HPHA failed this obligation.**

- (k)̄ Defendants are required to be in compliance with 24 CFR §100.400, and Hawaii’s Fair Housing Act under HRS Ch.515 (42 USC §3617), which **prohibits acts of retaliation** against a person who is exercising her rights under the Fair Housing Act. Defendants purposefully and intentionally threatened, harassed, and intentionally interfered with plaintiff’s housing under the pretext of a sudden “investigation” and/or “certifying” the plaintiff’s live in aide. Defendants took all of plaintiff’s reasonable accommodations away from her, which were approved in 2017, including her live in aide by communicating to the public that the live in aide was going to prison for fraud, causing the live in aide to quit.

**HPHA failed this obligation.**

- (l)̄ Defendants are required to not defame the plaintiff and her live in aide, and are required to not intentionally cause them harm.  
**HPHA failed this obligation.**

- (m)̄ Defendants are required to protect plaintiff's personal and confidential information and not provide it to third parties outside of the agency. Defendants are required to not discuss or disclose the plaintiff's disability or medical condition, or her housing assistance, or any other personal and confidential information.
- (n)̄ Defendants are required to not communicate to third parties outside of the agency that the plaintiff and the live in aide are going to prison for fraud. If defendants believed that the plaintiff and live in aide were not in compliance with any administrative rule, then the defendants had a fiduciary duty to notify the plaintiff and live in aide, and allow them to comply.
- (o)̄ Defendants threat caused the live in aide to quit as his mother's live in aide and permanently moved out of his mother's home. This is the first time in over six years that the mother is now without a live in aide. As a result of the live in aide moving out, the plaintiff's 2-bedroom voucher has been reduced to a 0-bedroom voucher. Defendants had a fiduciary duty to protect and assist the plaintiff in her housing, not destroy her.  
**HPHA failed this obligation.**
- (p)̄ Defendants were determined to terminate the plaintiff's reasonable accommodation for a live in aide, which defendants knew would cause the plaintiff's 2-bedroom voucher to be reduced to a 0-bedroom voucher, or possibly terminate the plaintiff's voucher altogether, which would ultimately cause the plaintiff to be homeless. The responsibility of defendants is to be a safety net so the disabled elderly are not homeless.  
**HPHA failed this obligation.**
- (q)̄ Defendants had a legal obligation to not interfere with the plaintiff's live in aide, not to interfere with plaintiff's reasonable

accommodation to have a live in aide (approved in 2017), not interfere with plaintiff's voucher, and not interfere with plaintiff's housing. Defendants continually harassed the plaintiff under the guise of "certifying" the plaintiff's disability and "certifying" the live in aide.

**HPHA failed this obligation.**

(r)̄ Defendants continued to harass the plaintiff under the guise of "certifying" live in aide, by requiring the plaintiff, the plaintiff's live in aide, and the plaintiff's doctor answer numerous interrogating questions regarding plaintiff's disability and live in aide. Defendants had an obligation to not act as the gatekeeper, but rather should have assisted the plaintiff and made every effort to not cause her harm.

**HPHA failed this obligation>**

(s)̄ Defendants already had in their possession a total of four (4) letters from four (4) different doctors over the span of the previous eight (8) years, which all the doctors confirmed the plaintiff is disabled and is required to have a live in aide. But these letters did not satisfy Ryan Akamine in order to "certify" the plaintiff's live in aide. Even after plaintiff provided Ryan Akamine with a voluminous amount of documents and medical records to prove her disability, and what happened/happens if she is without a live in aide, Ryan Akamine was never satisfied. This proves that defendants had ulterior motives to interfere with plaintiff's housing, to interfere with plaintiff's live in aide, and to interfere with plaintiff's reasonable accommodations.

**HPHA failed this obligation..**

(t)̄ Defendants purposefully and intentionally harassed and intimidated the plaintiff, for the purpose of discriminating and interfering with plaintiff's housing, by interfering with plaintiff's reasonable accommodations previously approved by defendants in 2017. Plaintiff expected defendants to assist in her housing, not



find fault with the plaintiff for following the rules and making sure correct charts and comparables were used. Now we know low comparables are always used so the defendants can accumulate as much “surplus grants funds” as they can. It is only the defendants who benefit from using low comparables. The tenant and landlord do not benefit from defendants using low comparables as policy in all their rent reasonableness determinations.

**HPHA failed this obligation..**

11.Ā Plaintiff claims that the evidence will prove that the defendants are stealing federal funds from the Section 8 Housing Choice Voucher Program, which is considered a crime according to 18 U.S.C. 666. The evidence proves that the defendants fabricated and altered their financial statements and provided false information to state auditors, but for the sole purpose of hiding the millions of dollars the defendants are stealing. The evidence will prove that HUD records prove the HPHA 's figures are fabricated.

### **M. PRAYER**

1.Ā Plaintiff prays the court **declares** that the defendant’s actions, policies, and practices, as alleged herein, violate the federal rules outlined in this complaint.

2.Ā Plaintiff prays the court orders the defendants to **comply** with all the federal rules that govern how the Section 8 Housing Choice Voucher Program is to be implemented.

3.Ā Plaintiff prays the court orders the defendants to **revise** their Administrative Plan to reflect the federal rules and HUD guidelines that govern how the Section 8 Housing Choice Voucher Program is implemented. Plaintiff prays the court will order defendants to revise their Administrative Plan to be in accordance with HUD regulations and requirements, in compliance with **24 CFR §982.54, which reads:**

**24 CFR §982.54**

**“...The administrative plan must be in accordance with HUD regulations and requirements...”**

4.Ā Plaintiff prays the court orders the defendants to revise their Administrative Plan to reflect the written methodology in using appropriate comparables in rent reasonableness determinations in compliance with HUD guidelines.

5.Ā Plaintiff prays the court orders the defendants be restrained from using **low** comparables in their rent reasonableness determinations, in compliance with the **HUD/PIH Housing Choice Voucher Program Guidebook, which reads as follows:**

Chapter 3 Rent Reasonableness

3.1.2 “...the PHA should collect data [comparables] on units with gross rents at least **20-25 percent above the greater of the payment standard or the FMR, including any HUD approved exception payment standards...**”

*(Note: “approved exception payment standard” included plaintiff’s 120% reasonable accommodation, approved in 2017)*

6.Ā Plaintiff prays the court orders the defendants to take all necessary and appropriate affirmative steps to correct the effects of their unlawful conduct in using low comparables by revising all the existing vouchers to ensure that the correct comparables were used in rent reasonable determinations, and recalculate all the contract rents to reflect the correct payment standard, and correct the rent portions recipients pay and landlord receive (retroactively). Defendants should be ordered to go back at least ten (10) years to review and correct all the files, and reimburse all recipients and landlords accordingly.

7.Ā Plaintiff prays the court orders the defendants to create a database to reflect accurate comparables by zip code. HUD requires this of all PHAs. Executive Director Halim Ouansafi confirms in the 06/23 board meeting that the database is not accurate, and this is why he permits tenants to submit their own comparables.

8.Ā Plaintiff prays the court orders the defendants be restrained from **steering** recipients away from living in certain neighborhoods, and into high-crime poverty-stricken neighborhoods.

9.Ā Plaintiff prays the court orders the defendants act in the best interest of all tenants and all landlords without prejudice and without harassment, not be bullied by defendants into lowering their contract rent below the payment standards established by HUD.

10.Ā Plaintiff prays the court orders the defendants to no longer use low comparables as policy in all rent reasonableness determinations for the purpose of accumulating “surplus grant funds”.

11.Ā Plaintiff prays the court orders the defendants to provide an accounting of where the \$29M/year of “surplus grants funds” are.

12.Ā Plaintiff prays the court orders **restraining orders** against the defendant’s employees to protect the plaintiff and live in aide. Restraining orders are necessary to protect the plaintiff and the live in aide from future retaliation, harassment, and defamation.

13.Ā Plaintiff prays the court orders defendants be subject to a full audit of ‘surplus grant funds’ accumulated as a result of defendants low comparable policy in their rent reasonableness determinations. This is a huge task, but we’re talking about approximately \$2.4M monthly and \$29M annually in “surplus grant funds” that are being accumulated by the defendants as a result of defendants low comparable policy.

14.Ā I pray that HPHA and its employees are subject to Fair Housing **training** programs. The facts of this case are not merely allegations, but rather factual findings against HPHA’s inability to follow federal rules.

15.Ā Based on my research of the past and present leadership of Hawaii Public Housing Authority, it is well documented that there is a pattern of abuse and lack of leadership. To date, there have been multiple lawsuits against the Hawaii Public Housing Authority.

(a) The link below proves that HPHA **has a history of not complying with federal rules**. This is a Compliance Agreement, which HUD required HPHA sign. The link below is a HUD/FHEO Section 504 Voluntary Compliance Agreement between Hawaii Disability Rights Center and Hawaii Public Housing Authority, was signed by HPHA's executive director Hakim Ouansafi on July 6, 2018.

[https://www.hud.gov/sites/dfiles/FHEO/documents/18VCA\\_HDRC.pdf](https://www.hud.gov/sites/dfiles/FHEO/documents/18VCA_HDRC.pdf)

(b) The link below proves that HPHA **has failed to adequately train their employees to comply with the federal rules that dictate fair housing**. This would be a great time to order HPHA leadership to provide on the job training to HPHA employees as it pertains to fair housing.

“...This study proves that only **18.4% of HPHA employees have received on the job training for fair housing...**”

[https://dbedt.hawaii.gov/hhfdc/files/2020/04/FINAL\\_AI.pdf](https://dbedt.hawaii.gov/hhfdc/files/2020/04/FINAL_AI.pdf)

16. Plaintiff prays defendants are stopped from stealing federal funds from the Section 8 Housing Choice Voucher Program, and are held accountable for the \$106,861,491 that was already stolen.

#### 17. **PRAY FOR ME**

After I disputed the illegal policies that Hakim Ouansafi fabricated and used against my Section 8 voucher, and after I caught Hakim Ouansafi stealing federal funds (**\$106,861,491**, since 2015) from the Section 8 Housing Choice Voucher Program, Hakim Ouansafi retaliated against me by intentionally removing my reasonable accommodation to have a live in aide, then he intentionally reduced my 2-bedroom voucher to a 0-bedroom voucher, then did not allow my landlord to reduce his 2-bedroom to a 1-bedroom rental so I could remain as a tenant using the 0-bedroom voucher, then created even more illegal policies and obstacles so that I was unable to use my 0-bedroom voucher, which inevitably **caused me to be homeless at 65 years old**.

**In 2014**, prior to moving to Hawaii in 2017, I was issued a 2-bedroom voucher from Oregon so that I could receive disability-related overnight care from a live in aide when needed. The approval was based on three (3) letters from three (3) different doctors.

**In 2017**, I transferred my 2-bedroom voucher from Oregon to Hawaii, and the HPHA issued me a new 2-bedroom voucher, and approved two reasonable accommodations (live in aide RA and 120% RA).

**In 2022**, the HPHA issued me another 2-bedroom voucher so that I could move and my reasonable accommodations were approved (live in aide RA and 120% RA). However, immediately after I disputed Hakim Ouansafi's illegal policy to use low comparables against the contract in rent reasonableness determination that was performed against my voucher, he then fabricated another illegal policy in order to interfere with my reasonable accommodation to have a live in aide, which allowed him to reduce my 2-bedroom voucher to a 0-bedroom voucher, despite having in his possession two (2) more letters from two (2) different doctors here in Hawaii who confirmed I was required to have a live in aide who can provide disability-related overnight care as needed.

**Pray my live in aide reasonable accommodations reinstate.  
Pray my 2-bedroom voucher is reinstated.**

## **18. PRAY FOR MY PROTECTION**

Please pray for my protection. Someone put a tracker (air tag) on my vehicle before I became homeless, so whoever did it knew where I lived. The police were unable to find the tracker and asked me if I knew anyone who would want to hurt me. I told the police that Hakim Ouansafi (and his employees, who support his fraud scheme) are the only people I know who are upset with me, and I told the police officer what Hakim Ouansafi did to me. The police officer filed a police report. Whoever put the tracker on my vehicle hid it well and now is able to find my location at all times.

## **N. CLAIMS FOR RELIEF**

1. As it pertains to the plaintiff's contract rent, that the court order the defendants reinstate the correct contract rent in the amount of \$4,000, which is the contract rent confirmed in the RFTA and Lease dated March 21, 2022, which was signed by the plaintiff and the owner; noting that the inspection performed on April 13, 2022 was based on the RFTA and Lease dated March 21, 2022 for the contract rent of \$4,000.

2. As it pertains to the plaintiff's contract rent, that the court order the defendants reinstate the correct contract rent in the amount of \$4,000, effective retroactively from the date the unit passed inspection on April 13, 2022, which is also the effective date of the HAP contract.

3. As it pertains to plaintiff's 120% reasonable accommodation, that the court order defendants restore the plaintiff's 120% reasonable accommodation in calculating the plaintiff's contract rent (which was nullified effective April 13, 2022 when HPHA used the low comparable).

4. As it pertains to the inappropriate payment standard and utility allowance charts initially provided to the plaintiff in 2022, that the court order defendants use appropriate charts in determining the plaintiff's rent portion; applied retroactively effective April 13, 2022.

5. As it pertains to plaintiff's medical records, pictures, and any other documents that pertain to plaintiff's disability, plaintiff prays the court order the defendants purge all their computer and hard files of all records that pertain to plaintiff's disability. In compliance with HIPAA laws, plaintiff requests that all medical information remain confidential and private and order the defendants not to provide plaintiff's medical information or disability to the members of the public, outside of the agency.

Plaintiff requests that such an order is in compliance with the following rules:

**HPHA Admin rule 7-II.F.**

“...PHA will **not** place this information in the tenant file. Under **no** circumstances will the PHA request a participant’s **medical record(s)**...”

**HPHA Admin rule 2.II-D.**

“...The PHA will **not** inquire about the nature or extent of any disability...**Medical records** will **not** be accepted or retained in the participant file...”

6.Ā As it pertains to discrimination, defamation, harassment, retaliation, manipulation, coercion, and intentional interference, plaintiff prays that the court grant the plaintiff a restraining order against the defendants from future discrimination, defamation, harassment, retaliation, manipulation, coercion, and intentional interference.

7.Ā As it pertains to the defendants, that they are ordered to comply with the federal rules and HUD guidelines that govern how comparables are to be collected and used in rent reasonableness determinations.

8.Ā As it pertains to the defendants using low comparables, that the court order defendants to:

- (a)Ā not use low comparables as policy in any rent reasonableness determinations.
- (b)Ā not use low comparables as policy in any rent reasonableness determinations for the purpose of reducing the contract rent.
- (c) not use low comparables as policy in any rent reasonableness determinations for the purpose of accumulating “surplus grant funds”.
- (d) provide an accounting of how the “surplus grant funds” have been **alloated diverted, misappropriated, stolen**, for **at least** the last ten (10) years.



## **O. CLAIMS FOR MONETARY DAMAGES**

### **1. GENERAL DAMAGES**

**Plaintiff prays that the court enters an order for monetary damages in the amount of \$350,000.**

(a) As outlined in this complaint, the actions of defendants caused the plaintiff harm, which includes but is not limited to: causing plaintiff's 2-bedroom voucher to be reduced to a 1-bedroom voucher, causing plaintiff's payment standard and contract rent to be reduced (as a result of using low comparables as policy), causing plaintiff to lose her 120% reasonable accommodation, and causing plaintiff to lose her live in aide.

(b) As outlined in this complaint, the actions of the defendants caused the plaintiff harm, by causing the plaintiff to lose her live in aide. The defendants knew the plaintiff was required to have a live in aide, but persisted relentlessly to harass and intimidate the plaintiff and the live in aide, having no mercy, but for the sole purpose of interfering with the plaintiff's housing and interfering with the plaintiff's reasonable accommodations. Defendants refused to approve disability-related overnight care despite the fact that the defendants had in their possession a voluminous amount of documents and medical records, and four (4) letters from four (4) different doctors over the span of eight (8) years, to prove plaintiff is disabled and is required to have a live in aide to provide care and disability-related overnight care as needed. But the defendants refused to approve the live in aide for "disability-related overnight care", and even went so far as to stipulate that the live in aide must reside in the plaintiff's home permanently and exclusively, and was not permitted to have his own residence, and was not permitted to have a job. Defendants required that plaintiff find another live in aide who could live in her home permanently and exclusively, but there is no way the plaintiff could pay for and care for a live in aide on her SSDI benefits. The very reason the plaintiff moved to Hawaii was so her son could provide her care as needed for free. Because of the actions of the defendants, the disabled plaintiff now lives alone without a live in aide.

(c) An award for \$350,000 is justified for the purpose of making the plaintiff whole for the damages inflicted upon her by the defendants acting outside the scope of their duties. As a result, defendants' actions were purposeful and intentional to cause the plaintiff harm. Defendants discriminated and retaliated against the plaintiff, interfered with plaintiff's housing, interfered with plaintiff's reasonable accommodations (approved in 2017), interfered with plaintiff's voucher size, interfered with plaintiff's live in aide, and ultimately interfered with plaintiff's health. It is impossible to expect that the plaintiff is to pay for and care for a live in aide on her SSDI, and still care for herself. Plaintiff lost her live in aide and her 2-bedroom voucher because of the actions of the defendants.

(d) An award for \$350,000 is justified for the damages that include, but are not limited to: retaliation, intentional interference, defamation of character, coercion, intimidation, harassment, intentional infliction of emotional distress, mental anguish, pain and suffering, and discrimination, which were inflicted upon plaintiff by the defendants.

(e) An award for \$350,000 is justified for the purpose of making the plaintiff whole. Defendants failed to administer the Section 8 Housing Choice Voucher Program in accordance with the federal rules and HUD guidelines, also in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, and other Federal, State, and local laws outlined in this Complaint, which prohibits discrimination and promotes fair equal housing opportunities for all disabled persons.

(f) The following federal rules prove that the conduct of the defendants is unlawful, and warrants an award for damages to the plaintiff:

#### **24 CFR 100.400**

Prohibited interference, coercion, or intimidation.

(a) This subpart provides the Department's interpretation of the conduct that is **unlawful** under section 818 of the Fair Housing Act.

(b) It shall be **unlawful** to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of...any right granted or protected by this part.

(c) **Conduct made unlawful under this section includes, but is not limited to the following:**

(1) Coercing a person, either orally, in writing, or by other means, to deny or limit the benefits provided that person in connection with the...rental of a dwelling...because of race, color, religion, sex, handicap, familial status, or national origin.

(2) Threatening, intimidating or interfering with persons in their enjoyment of a dwelling because of the race, color, religion, sex, handicap, familial status, or national origin of such persons, or of visitors or associates of such persons.

(5) Retaliating against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Fair Housing Act.

(6) Retaliating against any person because that person reported a discriminatory housing practice to a housing provider or other authority.

## **24 CFR §100.600**

Quid pro quo and hostile environment harassment.

(a) General. Quid pro quo and hostile environment harassment because of race, color, religion, sex, familial status, national origin or handicap may violate sections 804, 805, 806 or 818 of the Act, depending on the conduct. The same conduct may violate one or more of these provisions.

(1) Quid pro quo harassment.

(2) Hostile environment harassment.

(b) Type of conduct. Harassment can be written, verbal, or other conduct, and does not require physical contact.

(c) Number of incidents. **A single incident of harassment** because of race, color, religion...or handicap may constitute a discriminatory housing practice, where the incident is sufficiently severe to create a hostile environment, or evidences of a quid pro quo.

## 2. PUNITIVE DAMAGES

### **Plaintiff prays that the court enters an order for punitive damages in the amount of \$5,000,000**

(a) An award for \$5,000,000 in punitive damages is less than two months of what the defendants accumulate in “surplus grant funds” from the landlords and the recipients of the Section 8 Housing Choice Voucher Program by illegally using one low comparable in all rent reasonableness determinations.

(b) An award for \$5,000,000 in punitive damages is justified to vindicate the plaintiff, and to punish the defendants for failing to implement the Section 8 Housing Choice Voucher Program in conformity with the federal rules and HUD guidelines, in addition to, defendants own administrative plan, local laws, title VI of the Civil Rights Act of 1964, the Fair Housing Act which prohibits discrimination and promotes equal opportunity and fair housing for all disabled Section 8 recipients.

(c) An award for \$5,000,000 in punitive damages is justified because plaintiff claims that the defendants should be punished for:

- (1) Violating federal rules and HUD guidelines that govern how the Section 8 Housing Choice Voucher Program is to be implemented,
- (2) Adopting policies that are not in compliance with the federal rules and HUD guidelines that govern how the Section 8 Housing Choice Voucher Program is to be implemented.
- (3) Refusing to document in defendants Administrative Plan as it pertains to using low comparables, and using comparables against the contract rent and not the payment, which proves defendants refused to comply with 24 CFR §982.54, “...The administrative plan must be in accordance with HUD regulations and requirements...”

- (4) ~~A~~ Implementing their own undocumented illegal policy as it pertains to using low comparables as policy in rent reasonableness determinations,
- (5) ~~A~~ Implementing their own undocumented illegal policy as it pertains to using low comparables as policy in rent reasonableness determinations for the purpose of reducing the contract rent in order to accumulate “surplus grant funds”
- (6) ~~A~~ Implementing their own illegal policy as it pertains to live in aides, which are not in compliance with the federal rules and HUD guidelines, and refusing to document their illegal policies in their Administrative Plan.
- (7) ~~A~~ Implementing illegal policies that caused harm to the plaintiff.
- (8) ~~A~~ Implementing illegal policies that caused harm to all Section 8 recipients
- (9) ~~A~~ Implementing illegal policies that caused harm to all landlords/owners.

(d) ~~A~~ An award for \$5,000,000 in punitive damages is justified to set a precedence that all PHAs must follow federal rules and HUD guidelines when implementing the Section 8 Housing Choice Voucher Program.

(e) ~~A~~ An award for \$5,000,000 in punitive damages is justified because an award for punitive damages will discourage and deter the defendants and its employees from future acts of acting outside the scope of their duties, acts construed as egregious, malicious, grossly negligent, oppressive, and intentional. The end result has to be that the punishment is severe enough to deter defendants from future acts of discrimination, interference, harassment, etc., and to deter defendants

from adopting illegal policies in the future that are not in the best interest of the Section 8 recipient and/or the landlord/owner.

(f) Plaintiff prays the court awards a civil penalty against the defendants in an amount authorized by 42 USC 3614(d)(1)(C).

(g) Plaintiff prays the court award any additional relief and penalties against defendants the court determines is in the best interest of justice.

.....  
*In closing*, plaintiff reserves the right to retain counsel at any time during the proceedings of this case, and that an award for attorney fees be granted (if necessary). If the court deems it necessary to appoint a court-appointed attorney to represent the plaintiff, plaintiff requests the U.S. Attorney General Clare Connors. It is assumed that the U.S. Attorney General would be the appropriate attorney to represent the plaintiff, acting in the best interest of the plaintiff and all of Hawaii's disabled recipients of the Section 8 Housing Choice Voucher Program.

Respectfully submitted,

Date: \_\_\_\_\_

\_\_\_\_\_  
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**ATTACHMENT A**

**FRAUD CHART**

(This 'Fraud Chart' proves fraud, implemented by Hakim Ouansafi, Executive Director, Hawaii Public Housing Authority)

THIS CHART PROVES THAT HAKIM OUANSAFI, THE EXECUTIVE DIRECTOR OF THE HAWAII PUBLIC HOUSING AUTHORITY, STOLE **\$106,861,491** FROM THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM, **AND THAT HE CONTINUES TO STEAL ON AVERAGE \$800K-\$1M EACH MONTH.** STEALING FEDERAL FUNDS FROM A FEDERAL PROGRAM IS A FEDERAL CRIME ACCORDING TO 18 U.S.C. §666 (REFER TO DOJ CRM 1002 - DEPARTMENT OF JUSTICE, CRIMINAL RESOURCE MANUAL, SECTION 1002).

THIS CHART PROVES THAT HAKIM OUANSAFI LIED TO HUD, LIED TO THE HPHA BOARD OF DIRECTORS, LIED TO THE STATE AUDITORS, AND ALTERED THE HPHA FINANCIAL STATEMENTS IN ORDER TO HIDE THE FACT THAT HE IS STEALING FROM THE SECTION 8 PROGRAM. THE FACTS IN THIS CHART PROVE HAKIM OUANSAFI LIED WHEN HE CLAIMED **±100% OF THE S8 SUBSIDY WAS USED** BY THE HPHA, WHEN FACTS PROVE HAKIM OUANSAFI **ISSUED ONLY ±80% OF THE S8 VOUCHERS** HE RECEIVED FROM HUD. EVEN THOUGH I CREATED THIS CHART, I DID NOT CREATE THE FIGURES, WHICH I EXTRACTED FROM HUD & HPHA PUBLIC DOCUMENTS.

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAWAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |   |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|--|--|---|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>  | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM</b> |
| 09.2024  | 4,397                                    | 3,373   | 76.71%   |  | \$5,083,275   | \$5,377,560  | \$5,222,440 / 3,373   | 23.29%   |
|  |  |   |  |  |   |  |   | <b>105.79% of budget used to issue only 76.71% of vouchers (\$1,183,894)</b>     |
| 07.31.24   | 4,397                                    | 3,414   | 77.64%   |  | \$4,772,962   | \$5,018,455  | \$5,162,951 / 3,414   | 22.36% =   |
|  |  |   |  |  |   |  |   | <b>105.14% of budget used to issue only 77.64% of vouchers (\$1,004,708)</b>     |
| 06.30.24   | 4,397                                    | 3,442   | 78.28%   |  | \$5,024,374   | \$5,661,703  | \$5,661,703 / 3,442   | 21.72% =   |
|  |  |   |  |  |   |  |   | <b>112.68% of budget used to issue only 78.28% of vouchers (\$1,091,294)</b>     |
| 06.30.24   | YTD                                      |   |  | \$57,039,499   |   |  | \$61,741,016  |  |
| 05.31.24   | 4,319                                    | 3,442   | 79.69%   |  | \$4,784,161   | \$4,651,930  | \$4,865,733 / 3,442   | 20.31% =   |
|  |  |   |  |  |   |  |   | <b>97.24% of budget used to issue only 79.69% of vouchers (\$971,663)</b>        |
| 04.30.24   | 4,319                                    | 3,457   | 80.04%   |  | \$4,772,962   | \$4,760,062  | \$5,171,175 / 3,457   | 19.96% =   |
|  |  |   |  |  |   |  |   | <b>99.72% of budget used to issue only 80.04% of vouchers (\$952,683)</b>        |
|  |  |   |  |  |   |  | <b>TOTAL OF THIS PAGE ONLY =</b>  | <b>\$5,204,242</b>   |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |   |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|---|--|---|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS FROM THE S8 PROGRAM</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN</b> |
| 03.31.24  | 4,319                                    | 3,468   | 80.30%   |  | \$4,782,859   | \$4,903,077  | \$4,453,486 / 3,476   | 19.70% =   |
|   |  |   |  | <b>102.51% of budget used to issue only 80.30% of vouchers</b>       |   |  |   | <b>(\$942,223)</b>   |
| 02.29.24  | 4,319                                    | 3,470   | 80.34%   |  | \$4,782,859   | \$4,625,657  |   | 19.66% =   |
|   |  |   |  | <b>96.71% of budget used to issue only 80.34% of vouchers</b>        |   |  |   | <b>(\$940,310)</b>   |
| 01.31.24  | 4,319                                    | 3,499   | 81.01%   |  | \$4,792,046   | \$4,973,538  | \$4,987,708 / 3,518   | 18.99% =   |
|   |  |   |  | <b>103.79% of budget used to issue only 81.01% of vouchers</b>       |   |  |   | <b>(\$910,009)</b>   |
| 12.31.23  | 4,321                                    | 3,521   | 81.49%   |  | \$4,779,483   | \$4,654,048  | \$4,851,747 / 3,521   | 18.51% =   |
|   |  |   |  | <b>97.38% of budget used to issue only 81.49% of vouchers</b>        |   |  |   | <b>(\$884,682)</b>   |
| 11.30.23  | 4,321                                    | 3,527   | 81.62%   |  | \$4,779,483   | \$4,700,666  | \$4,775,679 / 3,515   | 18.38% =   |
|   |  |   |  | <b>98.35% of budget used to issue only 81.62% of vouchers</b>        |   |  |   | <b>(\$878,468)</b>   |
| 10.31.23  | 4,311                                    | 3,522   | 81.70%   |  | \$4,770,195   | \$4,799,029  | \$4,708,330 / 3,523   | 18.30% =   |
|   |  |   |  | <b>100.60% of budget used to issue only 81.70% of vouchers</b>       |   |  |   | <b>(\$872,945)</b>   |
| 09.30.23  | 4,268                                    | 3,514   | 82.33%   |  | \$4,750,418   | \$4,758,458  | \$4,843,974 / 3,526   | 17.67% =   |
|   |  |   |  | <b>100.17% of budget used to issue only 82.33% of vouchers</b>       |   |  |   | <b>(\$839,398)</b>   |
| 08.31.23  | 4,248                                    | 3,515   | 82.74%   |  | \$4,724,816   | \$4,754,983  | \$4,765,532 / 3,528   | 17.26% =   |
|   |  |   |  | <b>100.64% of budget used to issue only 82.74% of vouchers</b>       |   |  |   | <b>(\$815,503)</b>   |
| 07.31.23  | <b>4,412</b>                             | 3,515   | 82.74%   |  | \$4,742,816   | \$4,771,388  | \$4,403,154 / 3,529   | 17.26% =   |
|   |  |   |  | <b>100.99% of budget used to issue only 83.00% of vouchers</b>       |   |  |   | <b>(\$818,610)</b>   |
|   |  |   |  |  |   | <b>TOTAL OF THIS PAGE ONLY =</b>   |   | <b>\$6,959,925</b>   |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |   |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|---|--|---|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM</b> |
| 06.30.23  | 4,248                                    | 3,526   | 83.00%   |  | \$4,724,816   | \$4,602,981  | \$4,617,309 / 3,527   | 17.00% =   |
|   |  |   |  |  |   |  |   | <b>97.42% of budget used to issue only 83.00% of vouchers (\$803,218)</b>        |
| 06.30.23  | YTD                                      |   |  | \$64,969,302   |   |  | \$57,109,283  |  |
| 05.31.23  | 4,248                                    | 3,521   | 82.89%   |  | \$4,724,816   | \$4,581,858  | \$4,536,719 / 3,528   | 17.11% =   |
|   |  |   |  |  |   |  |   | <b>96.97% of budget used to issue only 82.89% of vouchers (\$808,416)</b>        |
| 04.30.23  | 4,248                                    | 3,501   | 82.42%   |  | \$4,724,816   | \$4,517,780  | \$4,403,682 / 3,514   | 17.58% =   |
|   |  |   |  |  |   |  |   | <b>95.62% of budget used to issue only 82.42% of vouchers (\$830,622)</b>        |
| 03.31.23  | 4,240                                    | 3,497   | 82.48%   |  | \$4,714,919   | \$4,505,074  | \$4,659,581 / 3,525   | 17.52% =   |
|   |  |   |  |  |   |  |   | <b>95.55% of budget used to issue only 82.48% of vouchers (\$826,053)</b>        |
| 02.28.23  | 4,240                                    | 3,498   | 82.50%   |  | \$4,714,919   | \$4,507,374  | \$4,946,694 / 4,093   | 17.50% =   |
|   |  |   |  |  |   |  |   | <b>95.60% of budget used to issue only 82.50% of vouchers (\$825,110)</b>        |
| 01.31.23  | 4,230                                    | 3,493   | 82.58%   |  | \$4,705,732   | \$4,514,040  | \$4,273,230 / 3,468   | 17.42% =   |
|   |  |   |  |  |   |  |   | <b>95.93% of budget used to issue only 82.58% of vouchers (\$819,738)</b>        |
| 12.31.22  | 4,229                                    | 3,529   | 83.45%   |  | \$4,516,282   | \$6,024,659  | \$3,630,811 / 3,542   | 16.55% =   |
|   |  |   |  |  |   |  |   | <b>133.40% of budget used to issue only 83.45% of vouchers (\$747,444)</b>       |
| 11.30.22  | 4,229                                    | 3,524   | 83.33%   |  | \$4,330,802   | \$4,540,804  | \$4,545,621 / 3,537   | 16.67% =   |
|   |  |   |  |  |   |  |   | <b>104.85% of budget used to issue only 83.33% of vouchers (\$721,944)</b>       |
| <b>TOTAL OF THIS PAGE ONLY =</b>  |  |   |  |  |   |  | <b>\$6,382,545</b>  |  |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |                                    |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|---|--|------------------------------------|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM</b> |
| 10.31.22  | 4,229                                    | 3,520                              | 83.23%   |  | \$4,330,802   | \$4,255,915  |   | 16.77% =   |
|   |  |                                    |  | <b>98.27% of budget used to issue only 83.23% of vouchers</b>        |   |  |   | <b>(\$726,276)</b>   |
| 09.30.22  | 4,201                                    | 3,520                              | 83.79%   |  | \$4,295,534   | \$4,565,794  | \$4,575,609 / 3,534   | 16.21% =   |
|   |  |                                    |  | <b>106.29% of budget used to issue only 83.79% of vouchers</b>       |   |  |   | <b>(\$696,306)</b>   |
| 08.31.22  | 4,201                                    | 3,517                              | 83.72%   |  | \$4,295,534   | \$4,171,866  | \$4,187,409 / 3,509   | 16.28% =   |
|   |  |                                    |  | <b>97.12% of budget used to issue only 83.72% of vouchers</b>        |   |  |   | <b>(\$699,312)</b>   |
| 07.31.22  | 4,201                                    | 3,519                              | 83.77%   |  | \$4,296,829   | \$4,058,262  |   | 16.23% =   |
|   |  |                                    |  | <b>94.45% of budget used to issue only 83.77% of vouchers</b>        |   |  |   | <b>(\$697,375)</b>   |
| 06.30.22  | 4,201                                    | 3,516                              | 83.69%   |  | \$4,296,829   | \$4,191,632  | \$4,232,510 / 3,524   | 16.31% =   |
|   |  |                                    |  | <b>97.55% of budget used to issue only 83.69% of vouchers</b>        |   |  |   | <b>(\$700,812)</b>   |
| 05.31.22  | 4,201                                    | 3,517                              | 83.72%   |  | \$4,296,829   | \$4,028,864  | \$3,754,794 / 3,505   | 16.28% =   |
|   |  |                                    |  | <b>93.76% of budget used to issue only 83.72% of vouchers</b>        |   |  |   | <b>(\$699,523)</b>   |
| 04.30.22  | 4,201                                    | 3,518                              | 83.74%   |  | \$4,405,258   | \$4,033,839  | \$4,160,279 / 3,515   | 16.26% =   |
|   |  |                                    |  | <b>91.57% of budget used to issue only 83.74% of vouchers</b>        |   |  |   | <b>(\$716,294)</b>   |
| 03.31.22  | 4,201                                    | 3,515                              | 83.67%   |  | \$4,298,123   | \$4,050,772  | \$4,662,930 / 3,525   | 16.33% =   |
|   |  |                                    |  | <b>94.25% of budget used to issue only 83.67% of vouchers</b>        |   |  |   | <b>(\$701,883)</b>   |
| 02.28.22  | 4,201                                    | 3,501                              | 83.34%   |  | \$4,298,123   | \$4,074,367  | \$3,922,375 / 3,512   | 16.66% =   |
|   |  |                                    |  | <b>94.79% of budget used to issue only 83.34% of vouchers</b>        |   |  |   | <b>(\$716,067)</b>   |
|   |  |                                    |  |  |   | <b>TOTAL OF THIS PAGE ONLY =</b>   |   | <b>\$6,353,847</b>   |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |   |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|---|--|---|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM</b> |
| 01.31.22  | 4,201                                    | 3,508   | 83.50%   |  | \$4,299,418   | \$4,099,244  | \$3,824,688 / 3,433   | 16.50% =<br><b>(\$709,403)</b>   |
|   |  |   |  | <b>95.34% of budget used to issue only 83.50% of vouchers</b>        |   |  |   |  |
| 12.31.21  | 3,854                                    | 3,212   | 83.34%   |  | \$7,927,909   | \$3,725,851  |   | 16.66% =<br><b>(\$1,320,789)</b>   |
|   |  |   |  | <b>47.00% of budget used to issue only 83.34% of vouchers</b>        |   |  |   |  |
| 11.30.21  | 3,854                                    | 3,219   | 83.52%   |  | \$3,143,499   | \$3,743,025  | \$3,751,257 / 3,233   | 16.48% =<br><b>(\$518,048)</b>   |
|   |  |   |  | <b>119.07% of budget used to issue only 83.52% of vouchers</b>       |   |  |   |  |
| 10.31.21  | 3,854                                    | 3,223   | 83.63%   |  | \$3,144,722   | \$3,748,537  | \$3,761,876 / 3,231   | 16.37% =<br><b>(\$514,790)</b>   |
|   |  |   |  | <b>119.20% of budget used to issue only 83.63% of vouchers</b>       |   |  |   |  |
| 09.30.21  | 3,854                                    | 3,232   | 83.86%   |  | \$3,223,754   | \$3,701,784  | \$3,705,292 / 3,252   | 16.14% =<br><b>(\$520,313)</b>   |
|   |  |   |  | <b>114.83% of budget used to issue only 83.86% of vouchers</b>       |   |  |   |  |
| 08.31.21  | 3,854                                    | 3,229   | 83.78%   |  | \$3,144,722   | \$3,850,409  | \$3,873,204 / 3,257   | 16.22% =<br><b>(\$510,073)</b>   |
|   |  |   |  | <b>122.44% of budget used to issue only 83.78% of vouchers</b>       |   |  |   |  |
| 07.31.21  | 3,853                                    | 3,233   | 83.91%   |  | \$3,143,427   | \$3,785,797  |   | 16.08% =<br><b>(\$505,463)</b>   |
|   |  |   |  | <b>120.44% of budget used to issue only 83.91% of vouchers</b>       |   |  |   |  |
| 06.30.21  | 3,853                                    | 3,245   | 84.22%   |  | \$3,143,427   | \$3,687,684  | \$3,790,144 / 3,229   | 15.78% =<br><b>(\$496,032)</b>   |
|   |  |   |  | <b>117.31% of budget used to issue only 84.22% of vouchers</b>       |   |  |   |  |
| 06.30.21  | YTD                                      |   |  |  | \$42,926,572  |  | \$41,019,011  |  |
|   |  |   |  |  |   | <b>TOTAL OF THIS PAGE ONLY = \$5,094,911</b>                                   |   |  |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |   |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|---|--|---|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM</b> |
| 05.31.21  | 3,853                                    | 3,235   | 83.96%   |  | \$3,143,427   | \$3,691,644  | \$3,660,955 / 3,243   | 16.04% =   |
|   |  |   |  | <b>117.44% of budget used to issue only 83.96% of vouchers</b>       |   |  |   | <b>(\$504,205)</b>   |
| 04.30.21  | 3,852                                    | 3,231   | 83.88%   |  | \$3,143,356   | \$3,688,093  | \$3,596,595 / 3,251   | 16.18% =   |
|   |  |   |  | <b>117.33% of budget used to issue only 83.88% of vouchers</b>       |   |  |   | <b>(\$508,595)</b>   |
| 03.31.21  | 3,852                                    | 3,227   | 83.77%   |  | \$3,143,356   | \$3,735,667  | \$3,855,644 / 3,203   | 16.23% =   |
|   |  |   |  | <b>118.84% of budget used to issue only 83.77% of vouchers</b>       |   |  |   | <b>(\$510,166)</b>   |
| 02.28.21  | 3,852                                    | 3,205   | 83.20%   |  | \$3,144,470   | \$3,727,141  | \$3,155,584 / 2,513   | 16.80% =   |
|   |  |   |  | <b>118.53% of budget used to issue only 83.20% of vouchers</b>       |   |  |   | <b>(\$528,270)</b>   |
| 01.31.21  | 3,851                                    | 3,044   | 79.04%   |  | \$3,166,772   | \$3,657,151  | \$2,874,910 / 2,414   | 20.96% =   |
|   |  |   |  | <b>115.49% of budget used to issue only 79.04% of vouchers</b>       |   |  |   | <b>(\$663,755)</b>   |
| 12.31.20  | 3,851                                    | 2,416   | 62.74%   |  | \$2,961,739   | \$2,937,086  | \$2,937,086 / 2,414   | 37.26% =   |
|   |  |   |  | <b>99.17% of budget used to issue only 62.74% of vouchers</b>        |   |  |   | <b>(\$1,103,543)</b>   |
| 11.30.20  | 3,851                                    | 2,417   | 62.76%   |  | \$3,992,348   | \$3,016,979  | \$3,020,103 / 2,415   | 37.24% =   |
|   |  |   |  | <b>75.57% of budget used to issue only 62.76% of vouchers</b>        |   |  |   | <b>(\$1,486,750)</b>   |
| 10.31.20  | 3,850                                    | 2,414   | 62.70%   |  | \$2,960,516   | \$3,039,654  |   | 37.30% =   |
|   |  |   |  | <b>102.67% of budget used to issue only 62.70% of vouchers</b>       |   |  |   | <b>(\$1,104,272)</b>   |
| 09.30.20  | 3,850                                    | 2,414   | 62.70%   |  | \$4,960,516   | \$3,068,734  | \$3,068,626 / 2,420   | 37.30% =   |
|   |  |   |  | <b>61.86% of budget used to issue only 62.70% of vouchers</b>        |   |  |   | <b>(\$1,850,272)</b>   |
| <b>TOTAL OF THIS PAGE ONLY =</b>  |  |   |  |  |   |  | <b>\$8,259,828</b>  |  |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |   |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|---|--|---|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM</b> |
| 08.31.20  | 3,850                                    | 2,408   | 62.55%   |  | \$2,960,516   | \$3,067,238  | \$2,998,438 / 2,424   | 37.45% =   |
|   |  |   |  |  |   |  |   | <b>103.60% of budget used to issue only 62.55% of vouchers</b>                   |
|   |  |   |  |  |   |  |   | <b>(\$1,108,713)</b>   |
| 07.31.20  | 3,850                                    | 2,409   | 62.57%   |  | \$2,960,516   | \$3,036,446  | \$3,035,244 / 2,344   | 37.43% =   |
|   |  |   |  |  |   |  |   | <b>102.56% of budget used to issue only 62.57% of vouchers</b>                   |
|   |  |   |  |  |   |  |   | <b>(\$1,108,121)</b>   |
| 06.30.20  | 3,850                                    | 2,428   | 63.06%   |  | \$2,960,516   | \$3,103,575  | \$3,109,426 / 2,370   | 36.94% =   |
|   |  |   |  |  |   |  |   | <b>104.83% of budget used to issue only 63.06% of vouchers</b>                   |
|   |  |   |  |  |   |  |   | <b>(\$1,093,614)</b>   |
| 06.30.20  | YTD                                      |   |  | \$38,358,008   |   |  | \$35,894,505  |  |
| 05.31.20  | 3,850                                    | 2,410   | 62.60%   |  | \$2,961,222   | \$3,084,678  | \$3,090,242 / 2,354   | 37.40% =   |
|   |  |   |  |  |   |  |   | <b>104.17% of budget used to issue only 62.60% of vouchers</b>                   |
|   |  |   |  |  |   |  |   | <b>(\$1,107,497)</b>   |
| 04.30.20  | 3,849                                    | 2,411   | 62.64%   |  | \$2,959,293   | \$3,033,422  | \$3,030,733 / 2,358   | 37.36% =   |
|   |  |   |  |  |   |  |   | <b>102.50% of budget used to issue only 62.64% of vouchers</b>                   |
|   |  |   |  |  |   |  |   | <b>(\$1,105,591)</b>   |
| 03.31.20  | 3,849                                    | 2,403   | 62.43%   |  | \$2,959,293   | \$2,896,156  |   | 37.57% =   |
|   |  |   |  |  |   |  |   | <b>97.87% of budget used to issue only 62.43% of vouchers</b>                    |
|   |  |   |  |  |   |  |   | <b>(\$1,111,806)</b>   |
| 02.29.20  | 3,848                                    | 2,393   | 62.19%   |  | \$2,958,179   | \$2,937,364  | \$2,938,087 / 2,360   | 37.81% =   |
|   |  |   |  |  |   |  |   | <b>99.30% of budget used to issue only 62.19% of vouchers</b>                    |
|   |  |   |  |  |   |  |   | <b>(\$1,118,487)</b>   |
| 01.31.20  | 3,820                                    | 2,404   | 62.93%   |  | \$2,967,625   | \$2,902,836  | \$2,909,063 / 2,366   | 37.08% =   |
|   |  |   |  |  |   |  |   | <b>97.82% of budget used to issue only 62.93% of vouchers</b>                    |
|   |  |   |  |  |   |  |   | <b>(\$1,100,395)</b>   |
|   |  |   |  |  |   | <b>TOTAL OF THIS PAGE ONLY = \$8,854,224</b>                                   |   |  |



| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |   |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|---|--|---|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM</b> |
| 12.31.19  | 3,820                                    | 2,408   | 63.04%   |  | \$2,682,012   | \$2,913,761  | \$2,941,842 / 2,383   | 36.96% =   |
|   |  |   |  | <b>108.64% of budget used to issue only 63.04% of vouchers</b>       |   |  |   | <b>(\$991,271)</b>   |
| 11.30.19  | 3,820                                    | 2,413   | 63.17%   |  | \$2,682,012   | \$2,940,218  | \$2,984,679 / 2,479   | 36.83% =   |
|   |  |   |  | <b>109.63% of budget used to issue only 63.17% of vouchers</b>       |   |  |   | <b>(\$987,785)</b>   |
| 10.31.19  | 3,820                                    | 2,390   | 62.57%   |  | \$2,682,012   | \$2,945,298  | \$2,952,630 / 2,394   | 37.43% =   |
|   |  |   |  | <b>109.82% of budget used to issue only 62.57% of vouchers</b>       |   |  |   | <b>(\$1,003,877)</b>   |
| 09.30.19  | 3,820                                    | 2,379   | 62.28%   |  | \$2,682,012   | \$2,894,388  | \$2,884,188 / 2,376   | 37.72% =   |
|   |  |   |  | <b>107.92% of budget used to issue only 62.28% of vouchers</b>       |   |  |   | <b>(\$1,011,654)</b>   |
| 08.31.19  | 3,820                                    | 2,381   | 62.33%   |  | \$2,682,012   | \$2,837,151  | \$2,872,504 / 2,370   | 37.67% =   |
|   |  |   |  | <b>105.78% of budget used to issue only 62.33% of vouchers</b>       |   |  |   | <b>(\$1,010,313)</b>   |
| 07.31.19  | 3,820                                    | 2,389   | 62.54%   |  | \$2,682,012   | \$2,969,266  | \$2,966,034 / 2,415   | 37.46% =   |
|   |  |   |  | <b>110.71% of budget used to issue only 62.54% of vouchers</b>       |   |  |   | <b>(\$1,004,681)</b>   |
| 06.30.19  | 3,820                                    | 2,405   | 62.96%   |  | \$2,682,012   | \$2,792,960  | \$2,896,385 / 2,421   | 37.04% =   |
|   |  |   |  | <b>104.14% of budget used to issue only 62.96% of vouchers</b>       |   |  |   | <b>(\$993,417)</b>   |
| 06.30.19  | YTD                                      |   |  | \$35,152,564   |   |  | \$33,396,488  |  |
| 05.31.19  | 3,820                                    | 2,397   | 62.75%   |  | \$2,682,012   | \$2,857,890  | \$2,938,981 / 2,452   | 37.25% =   |
|   |  |   |  | <b>106.56% of budget used to issue only 62.75% of vouchers</b>       |   |  |   | <b>(\$999,049)</b>   |
| <b>TOTAL OF THIS PAGE ONLY =</b>  |  |   |  |  |   |  | <b>\$8,002,047</b>  |  |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |   |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|---|--|---|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM</b> |
| 04.30.19  | 3,820                                    | 2,392   | 62.62%   |  | \$2,682,012   | \$2,829,560  | \$2,848,385 / 2,434   | 37.38% =   |
|   |  |   |  | <b>105.50% of budget used to issue only 62.62% of vouchers</b>       |   |  |   | <b>(\$1,002,536)</b>   |
| 03.31.19  | 3,820                                    | 2,375   | 62.17%   |  | \$2,682,012   | \$2,799,906  | \$2,851,477 / 2,422   | 37.83% =   |
|   |  |   |  | <b>104.40% of budget used to issue only 62.17% of vouchers</b>       |   |  |   | <b>(\$1,014,605)</b>   |
| 02.28.19  | 3,820                                    | 2,363   | 61.86%   |  | \$2,682,012   | \$2,778,792  | \$2,784,325 / 2,326   | 38.14% =   |
|   |  |   |  | <b>103.61% of budget used to issue only 61.86% of vouchers</b>       |   |  |   | <b>(\$1,022,919)</b>   |
| 01.31.19  | 3,785                                    | 2,351   | 62.11%   |  | \$2,648,969   | \$2,912,769  | \$2,782,260 / 2,357   | 37.89% =   |
|   |  |   |  | <b>109.96% of budget used to issue only 62.11% of vouchers</b>       |   |  |   | <b>(\$1,003,694)</b>   |
| 12.31.18  | 3,785                                    | 2,355   | 62.22%   |  | \$2,805,755   | \$2,647,647  | \$2,747,112 / 2,292   | 37.78% =   |
|   |  |   |  | <b>94.36% of budget used to issue only 62.22% of vouchers</b>        |   |  |   | <b>(\$1,060,014)</b>   |
| 11.30.18  | 3,785                                    | 2,375   | 62.75%   |  | \$2,805,755   | \$2,665,572  | (HPHA HAS BEGUN   | 37.25% =   |
|   |  |   |  | <b>95.00% of budget used to issue only 62.75% of vouchers</b>        |   |  | DELETING THE  | <b>(\$1,045,143)</b>   |
| 10.31.18  | 3,785                                    | 2,335   | 61.69%   |  | \$2,805,755   | \$2,667,340  | BOARD MTG NOTES,  | 38.31% =   |
|   |  |   |  | <b>95.07% of budget used to issue only 61.69% of vouchers</b>        |   |  | ALL AUDITS AND  | <b>(\$1,074,884)</b>   |
| 09.30.18  | 3,785                                    | 2,274   | 60.08%   |  | \$2,805,755   | \$2,559,297  | FINANCIAL STMTS   | 39.92% =   |
|   |  |   |  | <b>91.22% of budget used to issue only 60.08% of vouchers</b>        |   |  | AND HAP FIGURES)  | <b>(\$1,120,057)</b>   |
| <b>TOTAL OF THIS PAGE ONLY =</b>  |  |   |  |  |   |  | <b>\$8,343,852</b>  |  |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |   |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|---|--|---|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b>           | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM</b> |
| 08.31.18  | 3,785                                    | 2,286   | 60.40%   |  | \$2,805,755   | \$2,587,505  |   | 39.60% =   |
|   |  |   | <b>92.22% of budget used to issue only 60.40% of vouchers</b>  |  |   |  |   | <b>(\$1,111,078)</b>   |
| 07.31.18  | 3,785                                    | 2,298   | 60.17%   |  | \$2,805,755   | \$2,705,959  |   | 39.83% =   |
|   |  |   | <b>96.44% of budget used to issue only 60.17% of vouchers</b>  |  |   |  |   | <b>(\$1,117,532)</b>   |
| 06.30.18  | 3,785                                    | 2,315   | 61.16%   |  | \$2,830,174   | \$2,471,266  |   | 38.84% =   |
|   |  |   | <b>87.32% of budget used to issue only 61.16% of vouchers</b>  |  |   |  |   | <b>(\$1,099,239)</b>   |
| 05.31.18  | 3,785                                    | 2,323   | 61.37%   |  | \$2,805,755   | \$2,570,811  |   | 38.63% =   |
|   |  |   | <b>91.63% of budget used to issue only 61.37% of vouchers</b>  |  |   |  |   | <b>(\$1,083,863)</b>   |
| 04.30.18  | 3,785                                    | 2,319   | 61.27%   |  | \$2,805,755   | \$2,575,525  |   | 38.73% =   |
|   |  |   | <b>91.79% of budget used to issue only 61.27% of vouchers</b>  |  |   |  |   | <b>(\$1,086,668)</b>   |
| 03.31.18  | 3,785                                    | 2,335   | 61.69%   |  | \$2,805,755   | \$2,594,409  |   | 38.31% =   |
|   |  |   | <b>92.47% of budget used to issue only 61.69% of vouchers</b>  |  |   |  |   | <b>(\$1,074,884)</b>   |
| 02.28.18  | 3,785                                    | 2,347   | 62.01%   |  | \$2,805,755   | \$2,599,270  |   | 37.99% =   |
|   |  |   | <b>92.64% of budget used to issue only 62.01% of vouchers</b>  |  |   |  |   | <b>(\$1,065,906)</b>   |
| 01.31.18  | 3,785                                    | 2,348   | 62.03%   |  | \$2,821,513   | \$2,623,618  |   | 37.97% =   |
|   |  |   | <b>92.99% of budget used to issue only 62.03% of vouchers</b>  |  |   |  |   | <b>(\$1,071,328)</b>   |
| 12.31.17  | 3,785                                    | 2,341   | 61.85%   |  | \$2,365,569   | \$2,616,547  |   | 38.15% =   |
|   |  |   | <b>110.61% of budget used to issue only 61.85% of vouchers</b> |  |   |  |   | <b>(\$902,464)</b>   |
|   |  |   |  |  |   | <b>TOTAL OF THIS PAGE ONLY =</b>   |   | <b>\$9,612,962</b>   |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |   |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |
|---|--|---|--|--|---|--|---|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS FROM THE S8 PROGRAM</b> |
| 11.30.17  | 3,785                                    | 2,343   | 61.90%   |  | \$2,365,569   | \$2,623,593  | 38.10% =  |
|   |  |   |  | <b>110.91% of budget used to issue only 61.90% of vouchers</b>       |   |  | <b>(\$901,281)</b>  |
| 10.31.17  | 3,785                                    | 2,356   | 62.25%   |  | \$2,454,813   | \$2,622,478  | 37.75% =  |
|   |  |   |  | <b>106.83% of budget used to issue only 62.26% of vouchers</b>       |   |  | <b>(\$926,691)</b>  |
| 09.30.17  | 3,785                                    | 2,363   | 62.43%   |  | \$2,365,569   | \$2,624,012  | 37.57% =  |
|   |  |   |  | <b>110.93% of budget used to issue only 62.43% of vouchers</b>       |   |  | <b>(\$888,744)</b>  |
| 08.31.17  | 3,785                                    | 2,339   | 61.80%   |  | \$2,410,485   | \$2,599,039  | 38.20% =  |
|   |  |   |  | <b>107.82% of budget used to issue only 61.80% of vouchers</b>       |   |  | <b>(\$920,805)</b>  |
| 07.31.17  | 3,785                                    | 2,294   | 60.61%   |  | \$2,410,485   | \$2,661,951  | 39.39% =  |
|   |  |   |  | <b>110.43% of budget used to issue only 60.61% of vouchers</b>       |   |  | <b>(\$949,490)</b>  |
| 06.30.17  | 3,785                                    | 2,294   | 60.61%   |  | \$2,410,485   | \$2,457,568  | 39.39% =  |
|   |  |   |  | <b>101.95% of budget used to issue only 60.61% of vouchers</b>       |   |  | <b>(\$949,490)</b>  |
| 05.31.17  | 3,785                                    | 2,309   | 61.00%   |  | \$2,410,485   | \$2,495,352  | 39.00% =  |
|   |  |   |  | <b>103.52% of budget used to issue only 61.00% of vouchers</b>       |   |  | <b>(\$940,089)</b>  |
| 06.30.17  | 3,785                                    | 2,294   | 60.61%   |  | \$2,410,485   | \$2,457,568  | 39.39% =  |
|   |  |   |  | <b>101.95% of budget used to issue only 60.61% of vouchers</b>       |   |  | <b>(\$949,490)</b>  |
|   |  |   |  |  |   | <b>TOTAL OF THIS PAGE ONLY =</b>   | <b>\$7,426,080</b>  |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAHII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |                                   |  |   |   |  | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                |  |   |
|---|-----------------------------------|--|---|---|--|---|--|---|
| MONTH/YEAR  | TOTAL VOUCHERS HUD ISSUED TO HPHA | TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED | TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED | TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA | TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA | TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY | TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS | TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM |
| 06.30.17  | YTD                               |  |   | \$32,070,826  |  |   | \$29,658,116   |   |
| 05.31.17  | 3,785                             | 2,309                                    | 61.00%  |   | \$2,410,485  | \$2,495,352   |  | 39.00% =  |
|   |                                   |  |   |   |  |   |  | <b>103.52% of budget used to issue only 61.00% of vouchers</b>            |
|   |                                   |  |   |   |  |   |  | <b>(\$940,089)</b>  |
| 04.30.17  | 3,785                             | 2,313                                    | 61.11%  |   | \$2,410,485  | \$2,518,316   |  | 38.89% =  |
|   |                                   |  |   |   |  |   |  | <b>104.47% of budget used to issue only 61.11% of vouchers</b>            |
|   |                                   |  |   |   |  |   |  | <b>(\$937,437)</b>  |
| 03.31.17  | 3,785                             | 2,298                                    | 60.71%  |   | \$2,410,485  | \$2,522,717   |  | 39.29% =  |
|   |                                   |  |   |   |  |   |  | <b>104.66% of budget used to issue only 60.71% of vouchers</b>            |
|   |                                   |  |   |   |  |   |  | <b>(\$947,079)</b>  |
| 02.28.17  | 3,785                             | 2,287                                    | 60.42%  |   | \$2,410,485  | \$2,491,800   |  | 39.58% =  |
|   |                                   |  |   |   |  |   |  | <b>103.37% of budget used to issue only 60.42% of vouchers</b>            |
|   |                                   |  |   |   |  |   |  | <b>(\$954,069)</b>  |
| 01.31.17  | 3,765                             | 2,256                                    | 59.92%  |   | \$2,394,727  | \$2,442,589   |  | 40.08% =  |
|   |                                   |  |   |   |  |   |  | <b>102.00% of budget used to issue only 59.95% of vouchers</b>            |
|   |                                   |  |   |   |  |   |  | <b>(\$959,806)</b>  |
| 12.31.16  | 3,765                             | 2,269                                    | 60.27%  |   | \$2,216,742  | \$2,367,201   |  | 39.73% =  |
|   |                                   |  |   |   |  |   |  | <b>106.79% of budget used to issue only 60.27% of vouchers</b>            |
|   |                                   |  |   |   |  |   |  | <b>(\$880,711)</b>  |
| 11.30.16  | 3,765                             | 2,299                                    | 61.06%  |   | \$2,216,742  | \$2,414,761   |  | 38.96% =  |
|   |                                   |  |   |   |  |   |  | <b>108.93% of budget used to issue only 61.06% of vouchers</b>            |
|   |                                   |  |   |   |  |   |  | <b>(\$863,642)</b>  |
| <b>TOTAL OF THIS PAGE ONLY =</b>  |                                   |  |   |   |  |   | <b>\$6,482,833</b>   |   |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |                                   |  |   |   |  |  | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)   |  |
|---|-----------------------------------|--|---|---|--|--|--|--|
| MONTH/YEAR  | TOTAL VOUCHERS HUD ISSUED TO HPHA | TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED | TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED | TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA | TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA | TOTAL MONTHLY BUDGET <b>HPHA LIED TO HUD</b> CLAIMING IT USED ±100% OF SUBSIDY | TOTAL MONTHLY BUDGET <b>HPHA LIED AGAIN</b> , CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS | TOTAL % OF VOUCHERS NOT ISSUED = <b>TOTAL SUBSIDY STOLEN</b> FROM THE S8 PROGRAM |
| 10.31.16  | 3,765                             | 2,261                                    | 60.05%  |   | \$2,216,742  | \$2,389,011  |  | 39.95% =   |
|   |                                   |  |   |   |  |  |  | <b>107.77% of budget used to issue only 60.05% of vouchers</b>                   |
|   |                                   |  |   |   |  |  |  | <b>(\$885,588)</b>   |
| 09.30.16  | 3,765                             | 2,252                                    | 59.81%  |   | \$2,216,742  | \$2,393,815  |  | 40.19% =   |
|   |                                   |  |   |   |  |  |  | <b>107.99% of budget used to issue only 59.81% of vouchers</b>                   |
|   |                                   |  |   |   |  |  |  | <b>(\$890,908)</b>   |
| 08.31.16  | 3,708                             | 2,250                                    | 60.68%  |   | \$2,171,826  | \$2,371,478  |  | 39.32% =   |
|   |                                   |  |   |   |  |  |  | <b>109.19% of budget used to issue only 60.68% of vouchers</b>                   |
|   |                                   |  |   |   |  |  |  | <b>(\$853,961)</b>   |
| 07.31.16  | 3,708                             | 2,244                                    | 60.52%  |   | \$2,194,712  | \$2,386,543  |  | 39.48% =   |
|   |                                   |  |   |   |  |  |  | <b>108.74% of budget used to issue only 60.52% of vouchers</b>                   |
|   |                                   |  |   |   |  |  |  | <b>(\$866,472)</b>   |
| 06.30.16  | 3,708                             | 2,229                                    | 60.11%  |   | \$2,194,712  | \$2,351,782  |  | 39.89% =   |
|   |                                   |  |   |   |  |  |  | <b>107.16% of budget used to issue only 60.11% of vouchers</b>                   |
|   |                                   |  |   |   |  |  |  | <b>(\$875,470)</b>   |
| 06.30.16  | YTD                               |  |   | \$29,964,655  |  |  | \$27,701,265   |  |
| 05.31.16  | 3,708                             | 2,219                                    | 59.84%  |   | \$2,194,712  | \$2,342,657  |  | 40.16% =   |
|   |                                   |  |   |   |  |  |  | <b>106.74% of budget used to issue only 59.84% of vouchers</b>                   |
|   |                                   |  |   |   |  |  |  | <b>(\$881,396)</b>   |
| 04.30.16  | 3,708                             | 2,215                                    | 59.74%  |   | \$2,194,712  | \$2,326,072  |  | 40.26% =   |
|   |                                   |  |   |   |  |  |  | <b>105.99% of budget used to issue only 59.74% of vouchers</b>                   |
|   |                                   |  |   |   |  |  |  | <b>(\$883,591)</b>   |
| 03.31.16  | 3,708                             | 2,213                                    | 59.68%  |   | \$2,194,712  | \$2,288,099  |  | 40.32% =   |
|   |                                   |  |   |   |  |  |  | <b>104.26% of budget used to issue only 59.68% of vouchers</b>                   |
|   |                                   |  |   |   |  |  |  | <b>(\$884,907)</b>   |
|   |                                   |  |   |   |  |  | <b>TOTAL OF THIS PAGE ONLY =</b>   | <b>\$7,022,293</b>   |

| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |  |  |  |  |   | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                       |   |  |
|---|--|--|--|--|---|--|---|--|
| <b>MONTH/YEAR</b>   | <b>TOTAL VOUCHERS HUD ISSUED TO HPHA</b> | <b>TOTAL S8 VOUCHERS HPHA CONFIRMS HPHA USED</b> | <b>TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED</b> | <b>TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY</b> | <b>TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS</b> | <b>TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM</b> |
| 02.29.16  | 3,708                                    | 2,219  | 59.84%   |  | \$2,194,712   | \$2,303,614  |   | 40.16% =   |
|   |  |  |  | <b>104.96% of budget used to issue only 59.84% of vouchers</b>       |   |  |   | <b>(\$881,396)</b>   |
| 01.31.16  | 3,708                                    | 2,217  | 59.79%   |  | \$2,194,712   | \$2,335,150  |   | 40.21% =   |
|   |  |  |  | <b>106.40% of budget used to issue only 59.79% of vouchers</b>       |   |  |   | <b>(\$882,493)</b>   |
| 12.31.15  | 3,708                                    | 2,159  | 58.23%   |  | \$2,079,015   | \$2,230,371  |   | 41.77% =   |
|   |  |  |  | <b>107.28% of budget used to issue only 58.23% of vouchers</b>       |   |  |   | <b>(\$868,406)</b>   |
| 11.30.15  | 3,708                                    | 2,167  | 58.44%   |  | \$2,071,432   | \$2,168,116  |   | 41.56% =   |
|   |  |  |  | <b>104.78% of budget used to issue only 58.44% of vouchers</b>       |   |  |   | <b>(\$860,887)</b>   |
| 10.31.15  | 3,708                                    | 2,160  | 58.25%   |  | \$2,071,432   | \$2,327,518  |   | 41.75% =   |
|   |  |  |  | <b>112.36% of budget used to issue only 58.25% of vouchers</b>       |   |  |   | <b>(\$864,822)</b>   |
| 09.30.15  | 3,708                                    | 2,156  | 58.14%   |  | \$2,127,255   | \$2,179,043  |   | 41.86% =   |
|   |  |  |  | <b>102.43% of budget used to issue only 58.14% of vouchers</b>       |   |  |   | <b>(\$890,468)</b>   |
| 08.31.15  | 3,708                                    | 2,119  | 57.15%   |  | \$2,141,945   | \$2,244,584  |   | 42.85% =   |
|   |  |  |  | <b>104.79% of budget used to issue only 57.15% of vouchers</b>       |   |  |   | <b>(\$917,823)</b>   |
| 07.31.15  | 3,678                                    | 2,116  | 57.53%   |  | \$2,143,521   | \$2,200,578  |   | 42.47% =   |
|   |  |  |  | <b>102.66% of budget used to issue only 57.53% of vouchers</b>       |   |  |   | <b>(\$910,353)</b>   |
| 06.30.15  | 3,678                                    | 2,098  | 57.04%   |  | \$2,119,59  | \$2,143,496  |   | 42.96% =   |
|   |  |  |  | <b>101.15% of budget used to issue only 57.04% of vouchers</b>       |   |  |   | <b>(\$910,575)</b>   |
| 06.30.15  | YTD                                      |  |  | \$25,486,975   |   | \$24,598,735   |   |  |
|   |  |  |  |  |   | <b>TOTAL OF THIS PAGE ONLY = \$7,987,221</b>                                   |   |  |



| <b>HUD</b> (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAII PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)..... |                                   |  |   |  |  | <b>HPHA</b> (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)                |  |   |
|---|-----------------------------------|--|---|--|--|---|--|---|
| MONTH/YEAR  | TOTAL VOUCHERS HUD ISSUED TO HPHA | TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED | TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED | TOTAL ANNUAL BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA  | TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA | TOTAL MONTHLY BUDGET HPHA LIED TO HUD CLAIMING IT USED ±100% OF SUBSIDY | TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS | TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM |
| 05.31.15  | 3,678                             | 2,073                                    | 56.36%  |  | \$2,119,059  | \$2,157,804   |  | 43.64% =  |
|   |                                   |  |   | <b>101.83% of budget used to issue only 56.36% of vouchers</b> |  |   |  | <b>(\$924,757)</b>  |
| 04.30.15  | 3,678                             | 2,027                                    | 55.11%  |  | \$2,119,059  | \$2,089,317   |  | 44.89% =  |
|   |                                   |  |   | <b>98.60% of budget used to issue only 55.11% of vouchers</b>  |  |   |  | <b>(\$951,245)</b>  |
| 03.31.15  | 3,678                             | 1,956                                    | 53.18%  |  | \$2,119,059  | \$2,002,958   |  | 46.82% =  |
|   |                                   |  |   | <b>94.52 of budget used to issue only 53.18% of vouchers</b>   |  |   |  | <b>(\$992,143)</b>  |
| 02.28.15  | 3,678                             | 1,940                                    | 52.75%  |  | \$2,119,059  | \$1,974,470   |  | 47.25% =  |
|   |                                   |  |   | <b>93.18% of budget used to issue only 52.75% of vouchers</b>  |  |   |  | <b>(\$1,001,255)</b>  |
| 01.31.15  | 3,678                             | 1,933                                    | 52.56%  |  | \$2,119,059  | \$2,006,408   |  | 47.44% =  |
|   |                                   |  |   | <b>94.68% of budget used to issue only 52.56% of vouchers</b>  |  |   |  | <b>(\$1,005,281)</b>  |
|   |                                   |  |   |  |  | <b>TOTAL OF THIS PAGE ONLY = \$4,874,681</b>                            |  |   |
|   |                                   |  |   |  |  | <b>GRAND TOTAL OF ALL PAGES = \$106,861,491</b>                         |  |   |

IN ADDITION TO LYING THAT HE USED 100% OF THE SUBSIDY TO ISSUE ONLY ±80% OF THE S8 VOUCHERS, HAKIM OUANSAFI ALSO ADOPTED THE FOLLOWING ILLEGAL POLICY TO INCREASE THE AMOUNT OF SUBSIDY HE CAN STEAL FROM THE SECTION 8 PROGRAM. **PART B, NOTED BELOW, IS THE ILLEGAL POLICY** THAT HAKIM OUANSAFI FABRICATED AND ENFORCED AGAINST MY VOUCHER, AND AGAINST EACH AND EVERY SECTION 8 VOUCHER, BUT FOR THE SOLE PURPOSE OF INCREASING THE AMOUNT OF SUBSIDY HE CAN STEAL FROM THE SECTION 8 PROGRAM:

**FRAUD SCHEME:**

**PART A** – HPHA **MAXIMIZES** THE AMOUNT OF SUBSIDY IT RECEIVES FROM HUD, WHICH IS CURRENTLY EQUAL TO 120% OF THE HUD FMR/PAYMENT STANDARD.

**PART B** – HPHA **MINIMIZES** THE AMOUNT OF SUBSIDY IT PAYS TO THE LANDLORDS (VIA HAP CONTRACTS) BY ENFORCING ILLEGAL POLICIES, WHICH INCLUDES, THE ILLEGAL POLICY TO USE LOW COMPARABLES AGAINST THE CONTRACT RENT IN ALL RENT REASONABLENESS DETERMINATIONS. THIS REDUCES THE CONTRACT RENT FOR ALL SECTION 8 VOUCHERS AND INCREASES THE AMOUNT OF SUBSIDY HAKIM OUANSAFI STEALS FROM THE SECTION 8 PROGRAM.

**PART C** – HPHA **STEALS** THE SUBSIDY NOT USED, AS THIS CHART PROVES.

HAKIM OUANSAFI LIED TO HUD, LIED TO THE HPHA BOARD OF DIRECTORS, LIED TO THE STATE AUDITORS, AND ALTERED THE HPHA FINANCIAL STATEMENTS IN ORDER TO HIDE HIS FRAUD SCHEME, AND TO HIDE THE SUBSIDY HE IS STEALING FROM ALL THE RECIPIENTS AND LANDLORDS OF THE SECTION 8 PROGRAM.

JESSE WU, HUD/PIH DIRECTOR OF HAWAII, CONFIRMED THE ILLEGAL POLICY TO USE LOW COMPARABLES IS NOT IN COMPLIANCE WITH HUD REGULATIONS. HAKIM OUANSAFI REFUSES TO COMPLY.

**THE FOLLOWING IS A PARTIAL LIST OF RESOURCES USED TO EXTRACT HUD AND HPHA FIGURES TO CREATE THIS 'FRAUD CHART':**

**SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

- S8 HAP FIGURES
- S8 SUBSIDY FIGURES
- S8 VOUCHER FIGURES

**HUD FIGURES (extracted from):**

- **HUD 5-year Plan**
- **HUD Annual Plan**
- **HUD Monthly Plan**

(found in HUD websites – to access HUD’s “HCV DATA DASHBOARD”, go to <https://www.hud.gov/hcv>)

(found in HPHA websites – to access HPHA’s PLANS, go to <https://hpha.hawaii.gov/plans-reports>)

(found in board meeting agendas – to access HPHA’s “BOARD MEETING MINUTES”, go to <https://hpha.hawaii.gov/meeting-packets>)

**HPHA FIGURES (extracted from):**

- **HPHA Financial Statements**

(found in the HPHA websites – to access “HPHA AUDITS”, to go <https://hpha.hawaii.gov/plans-reports#auditors-reports>)

(found in board meeting agendas)

- **State Auditor’s Financial Statements**

(found in state auditor’s websites – to access “STATE AUDITS”, to go <https://auditor.hawaii.gov/financial-audits/>)

(found in board meeting agendas – to access HPHA’s “BOARD MEETING MINUTES”, go to <https://hpha.hawaii.gov/meeting-packets>)

- **Executive Director’s Report**

(found in board meeting agendas – to access HPHA’s “EXECUTIVE DIRECTOR’S REPORT”, go to <https://hpha.hawaii.gov/meeting-packets>)

You can verify my figures and/or create your own ‘Fraud Chart’ by using the above noted links, or go to the HUD website noted below, which is the Section 8 Housing Choice Voucher Program “dashboard” that provides actual data for all PHAs in the country.

**[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/dashboard](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/dashboard)**

Click on “this link” at the end of the 2nd paragraph. This will take you to the “dashboard”, which is 14 pages long. On the 2nd page, click on “Hawaii”, then click on “H1901 Hawaii Public Housing Authority”. HUD provides an on-line tutorial and guidebook on how to use this “dashboard”. If I can figure it out, you can too.

**THE ‘DASHBOARD’ PROVIDES THE HUD FIGURES I USED IN THE FRAUD CHART, WHICH PROVES THE HPHA LIED TO HUD, LIED TO HPHA BOARD OF DIRECTORS, LIED IN HPHA FINANCIAL STATEMENTS, LIED TO STATE AUDITORS, AND LIED TO THE HAWAII COMMUNITY, BY FALSELY REPORTING IT USED ±100% OF THE SUBSIDY IT RECEIVED FROM HUD TO ISSUE ONLY ±80% OF THE VOUCHERS IT RECEIVED FROM HUD. REMEMBER, THE VOUCHERS BELONG TO HUD, SO HUD KNOWS EXACTLY HOW MANY VOUCHERS WERE ISSUED TO THE HPHA, AND EXACTLY HOW MANY VOUCHERS THE HPHA ISSUED TO THE COMMUNITY.**

**BRIBERY CHART**

This 'BRIBERY CHART' lists all the HPHA managers who report directly to Hakim Ouansafi, and who received outrageous salary increases as compensation in return for supporting and implementing Hakim Ouansafi's illegal fraud scheme to steal federal funds from the section 8 program.

The 'FRAUD CHART' proves that since 2015, Hakim Ouansafi has stolen **\$106,861,941** from the Section 8 Housing Choice Voucher Program, and he continues to steal **\$800K - \$1M each month**. To accomplish such an elaborate fraud scheme, Hakim Ouansafi solicited the support of his management staff by bribery in the form of rewarding his managers with huge salary increases.

**TO BY-PASS THE AUTHORITY OF THE HPHA BOARD OF DIRECTORS AND TO BY-PASS THE AUTHORITY OF THE HAWAII REVISED STATUTES, HAKIM OUANSAFI CONVINCED THE LEGISLATURE TO PASS SENATE BILL 3120 WHICH GRANTS HAKIM OUANSAFI SOLE AUTHORITY TO HIRE AND TO COMPENSATE HIS MANAGEMENT STAFF A SALARY "...THAT EXCEEDS THE GOVERNOR'S SALARY..."**

- Note:
1. The figures in this chart were obtained through various public websites. I welcome any corrections.
  2. **Not** all the managers listed below participate in Hakim Ouansafi's fraud schemes, but are noted only to compare salary increases.
  3. HPHA Board of Directors are listed, because I believe there is a conflict of interest and should not be on the board.  
Example: HRS requires that one board member is to be an active participant of the Section 8 program. That has never happened.
  3. The **RED** highlights the amount of the employee's salary.
  4. The **GREEN** highlights the amount of outrageous salary increases in salary, that are **not in accordance with the State of Hawaii's job classifications or compensation schedules**.

| STATE EMPLOYEE  | 2024 SALARY                   | 2022 SALARY                                  | 2020 SALARY                                   | 2018 SALARY               | 2016 SALARY | 2013 SALARY | 2012 SALARY | 2011 SALARY |
|---|-------------------------------|--|---|---------------------------|-------------|-------------|-------------|-------------|
| Josh Green<br>Governor  | \$184,860<br>+\$22,308        | \$162,552 (Lt.Gov)                           | \$162,552 (Lt.Gov)<br>+\$101,172              | \$61,380 (Senator salary) |             |             |             |             |
| Sylvia Luke<br>Lt. Governor   | \$183,804<br>+\$121,200       | \$62,604 (State House Representative salary) |   |                           |             |             |             |             |
| Ryan Yamane<br>DHS Director<br>HPHA BOARD MEMBER / <u>Quansafi's boss</u>           | \$157,104 (Dir)<br>+\$94,500  | \$62,604 (State House Representative salary) |   |                           |             |             |             |             |
| Joseph Campos<br>DHS Deputy Director<br>HPHA BOARD MEMBER / <u>ex-HPHA employee</u> | \$161,028 (Ddir)<br>+\$26,352 | \$134,676 (Ddir)<br>+\$56,256                | \$78,420 (HPHA Administrative Services Asst.) |                           |             |             |             |             |

**THE FOLLOWING IS THE "OFFICE OF THE EXECUTIVE DIRECTOR TEAM" (IN ORDER BY NAME AS LISTED ON THE HPHA WEBSITE)**

|  |                        |                       |                        |                       |                        |                        |          |
|--|------------------------|-----------------------|------------------------|-----------------------|------------------------|------------------------|----------|
| Hakim Ouansafi<br>HPHA Executive Director<br>(earns 99% of Governor's salary, approved by HPHA board members)<br>Owner: First Commercial Consulting Services llc (Active since 2007, Business Registry #46994 C5) / "...Purpose: Housing and Hotels Development, Investment & Consulting..." | \$183,012<br>+\$19,620 | \$163,392<br>+\$6,276 | \$157,116<br>+\$9,300  | \$147,816<br>+\$8,519 | \$139,297<br>+\$8,432  | \$130,865              |          |
| Barbara Arashiro<br>HPHA Director's Assistant<br>(earns 99% of HPHA Director's salary, approved by HPHA board members)   | \$181,182<br>+\$30,858 | \$150,324<br>+\$5,772 | \$144,552<br>+\$11,520 | \$133,032<br>+\$7,665 | \$125,367<br>+\$15,127 | \$110,240<br>+\$31,064 | \$79,176 |

| STATE EMPLOYEE  | 2024 SALARY                          | 2022 SALARY  | 2020 SALARY  | 2018 SALARY                                 | 2016 SALARY                         | 2013 SALARY                         | 2012 SALARY                                 | 2011 SALARY |
|---|--------------------------------------|--|--|---|-------------------------------------|-------------------------------------|---|-------------|
| <b>Bennett Liu</b><br>HPHA Chief Financial Officer  | <b>\$144,936</b><br><u>+\$56,472</u> | <b>\$88,464</b> (Asst. Chief Financial Officer salary) |  |   |                                     |                                     |   |             |
| <b>FRAUDULENTLY ALTERS THE HPHA FINANCIAL STATEMENTS, PROVIDES FALSE INFORMATION TO HUD AND TO STATE AUDITORS</b>         |                                      |  |  |   |                                     |                                     |   |             |
| <b>Gary Nakatsu</b><br>HPHA Acting Section 8 Branch Chief<br>(HPHA Resident Svc Program Specialist)                       | \$77,100                             | \$72,684   | \$69,732   | \$68,198                                    | \$62,424                            | \$60,024                            | \$60,024                                    | \$57,024    |
| <b>Jennifer Sugita</b><br>HPHA PM & Maintenance Services Branch Chief   | <b>\$136,140</b><br><u>+\$42,936</u> | <b>\$93,204</b> (Deputy AG)                            | \$90,804   | <b>\$87,012</b><br><u>+\$15,300</u>         | <b>\$71,712</b>                     | \$65,004                            | \$61,752                                    |             |
| <b>Becky Choi</b><br>HPHA Housing Development Administrator   | \$105,792                            |  |  |   |                                     |                                     |   | \$49,332    |
| <b>Rick Sogawa</b><br>HPHA Contracts and Procurements Officer   | \$101,460                            | \$95,652   | \$91,776   | <b>\$89,760</b><br><u>+\$16,728</u>         | <b>\$73,032</b>                     | <b>\$70,224</b><br><u>+\$18,912</u> | <b>\$51,312</b> (Program Tenant Specialist) |             |
| <b>Ryan Akamine</b><br>HPHA Chief Compliance Officer  | <b>\$114,132</b><br><u>+\$16,080</u> | <b>\$98,052</b> (Deputy AG salary)                     | (hired as HPHA Chief Compliance Officer in Nov 2021) |   |                                     |                                     |   |             |
| <b>ENFORCES HAKIM OUANSAFI'S ILLEGAL POLICIES AND FRAUD SCHEME</b>  |                                      |  |  |   |                                     |                                     |   |             |
| <b>Shirley Befitel</b><br>HPHA Human Resource and Safety Officer  | \$101,616                            | \$95,784   | \$91,896   | \$89,868                                    | \$82,248                            | \$79,080                            | \$79,080                                    | \$75,132    |
| <b>Nelson Lee</b><br>HPHA Systems Analyst Administrator   | <b>\$95,652</b><br><u>+\$8,736</u>   | <b>\$86,916</b><br><u>+\$1,916</u>                     | <b>\$85,000</b> (Analyst)<br><u>+\$11,224</u>        | <b>\$73,776</b><br><u>+\$6,264</u>          | <b>\$67,512</b><br><u>+\$12,012</u> | <b>\$55,500</b>                     | \$55,500                                    | \$52,728    |
| <b>Benjamin Park</b><br>HPHA Chief Planner  | \$95,508                             | <b>\$90,036</b> (Supv)<br><u>+\$14,604</u>             | <b>\$75,432</b> (PM)                                 | <b>\$73,776</b> (PM)<br><u>+\$13,764</u>    | <b>\$60,012</b> (Housing Planner)   |                                     |   |             |
| <b>Dallis Ontiveros</b><br>HPHA Housing Information Officer   | \$77,100                             |  |  |   |                                     |                                     |   |             |
| <b>Lyle Matsuura</b><br>HPHA Supervisor IV  | <b>\$86,712</b><br><u>+\$31,512</u>  | <b>\$55,200</b> (Supv IV)                              | \$52,956 (Supv IV)                                   | \$51,792 (Resident Svcs Program Specialist) |                                     |                                     |   |             |
| <b>ENFORCES AND APPLIES ILLEGAL POLICIES TO ALL SECTION 8 VOUCHERS REPORTS TO RYAN AKAMINE (CHIEF COMPLIANCE OFFICER)</b> |                                      |  |  |   |                                     |                                     |   |             |

| STATE    | 2024   | 2022   | 2020   | 2018   | 2016   | 2013   | 2012   | 2011   |
|----------|--------|--------|--------|--------|--------|--------|--------|--------|
| EMPLOYEE | SALARY | SALARY | SALARY | SALARY | SALARY | SALARY | SALARY | SALARY |

**THE FOLLOWING IS A LIST OF ALL THE HPHA BOARD OF DIRECTORS**

(IN ORDER BY NAME AS LISTED ON THE HPHA WEBSITE):

**Robert Hall – Chairperson**

(HHL Housing) \$100,248 \$87,780

Representing: City & County of Oahu (no such name or employer)

Owner:

**Aukai Pacific llc,, Active Business Registry #44799 C5**

(provides "...consulting services for project management, project development (funding, planning, design, permitting & construction) and community & government relations, coordination and support...")

Owner:

**RJH Pacific llc, Active Business Registry #95237 C5**

(provides "...consulting services for project financing, development and management; technical assistance & training for strategic planning, business structure, project operations; government relations & coordination...")

**Betty Lou Larson – Vice Chairperson**

Representing: Persons with Disabilities

**Susan Kunz – Secretary**

\$126,420 (Housing Administrator)

Representing: County of Hawaii

**Ryan Yamane**

Representing: Department of Human Services (Director) / Hakim Ouansafi's boss

**Ryan Yamane**

**\$157,104** (Dir) \$62,604 (State House Representative salary)

DHS Director

+\$94,500

| STATE EMPLOYEE | 2024 SALARY | 2022 SALARY | 2020 SALARY | 2018 SALARY | 2016 SALARY | 2013 SALARY | 2012 SALARY | 2011 SALARY |
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|

**Joseph H. Campos II**

Representing: Department of Human Services (Deputy Director)

|                            |                         |                         |  |
|----------------------------|-------------------------|-------------------------|--|
| <b>Joseph H. Campos II</b> | <b>\$161,028</b> (Ddir) | <b>\$134,676</b> (Ddir) | <b>\$78,420</b> (HPHA Administrative Services Asst.) |
| DHS Deputy Director        | <u>+\$26,352</u>        | <u>+\$56,256</u>        |  |
| <b>ex-HPHA EMPLOYEE</b>    |                         |                         |  |

**Scott Glenn**

Representing: Office of the Governor

|                    |                           |                                |                             |
|--------------------|---------------------------|--------------------------------|-----------------------------|
| <b>Scott Glenn</b> | <b>\$156,000</b> (GovRep) | <b>\$147,540</b> (Energy Ofcr) | <b>\$109,500</b> (Dir OEQC) |
| Governor Rep       | <u>+\$8,460</u>           | <u>+\$38,040</u>               |                             |

**Lisa Anne Darcy**

Representing: County of Maui

**Roy Katsuda**

Representing: Low Income / Homeless

**Christyl Nagao**

Representing: County of Kauai

Employer:  
KMG Kama'aina Mortgage Group / Loan Officer

**Todd Taniguchi**

Representing: At-Large

Owner:  
Lynk Programs llc , Business Registry #20664 C5 (not in good standing)

Taniguchi is a state contractor who provides government services to the State of Hawaii. Background is in commercial real estate asset management.

Questions for the court – file separate judicial notice requesting the court define the following:

Is it a conflict of interest for a state employee to serve on a state board, being required to supervise and approve the operations of a state admin agency?

Is it a conflict of interest for an ex-HPHA employee to serve as a HPHA board member, to supervise and approve the operations of his ex-employer the HPHA?

Is it a conflict of interest for a HPHA board member to be employed as a State government contractor, and/or provide paid services to the State of Hawaii?

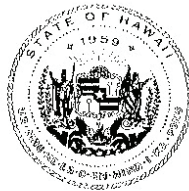
Who makes the determination to not have a Section 8 recipient on the HPHA board (which is required according to the Hawaii Revised States)?

Request court define "conflict of interest" to disqualify as a HPHA Board of Director (i.e., commercial consulting, commercial construction, hotel and tourist accommodations/consulting/construction, government contracts, etc.

Request court define "conflict of interest" for staff and board members of the Hawaii Public Housing Authority to participate in government affairs (consulting, contracts, etc.) that are **in conflict with and not in the best interest of** the community who need housing assistance and who are recipients participating **in HUD programs**, which is to be impartially and fairly implemented by the Hawaii Public Housing Authority (in accordance with federal rules and HUD regulations).



LINDA LINGLE  
GOVERNOR



DENISE M. WISE  
EXECUTIVE DIRECTOR

**STATE OF HAWAII**  
DEPARTMENT OF HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY  
1002 NORTH SCHOOL STREET  
HONOLULU, HAWAII 96817  
FAX: (808) 832-4679


BARBARA E. ARASHIRO  
EXECUTIVE ASSISTANT

IN REPLY REFER TO:

**ADMINISTRATIVE MEMORANDUM**

**Administration No. 1**  
April 15, 2010

TO: All Branches and Support Offices

FROM: Denise M. Wise   
Executive Director

SUBJECT: **Hawaii Public Housing Authority's Standards of Conduct**

**I. GENERAL**

The purpose of this Administrative Memorandum is to establish policies and procedures for the Hawaii Public Housing Authority (HPHA) on the standards of conduct for employees and the Board of Directors.

This administrative memorandum is intended to supplement existing laws, rules and regulations governing confidential information. If there exists a conflict between these policies and a law, rule, or regulation, the law, rule, or regulation shall prevail.

The Standards of Conduct is a statement of our commitment to ethical behavior and business practice. Every employee and member of the Board of Directors of HPHA is expected to adhere to the highest standards of ethical behavior whenever he or she acts on behalf of HPHA, whether in dealings with other employees, tenants, vendors, government agencies or the general public. Honesty and integrity are the foundation of public trust. In all matters relating to HPHA, employees and Board members are to conduct themselves in a manner that places the duty of public service first, above their own personal interests.

## II. POLICY

All HPHA employees and Board members are required to participate in training on ethics and conflicts of interest. The HPHA shall be responsible to coordinate such training on a regular basis.

HPHA employees and Board members should avoid conflicts between their duties to HPHA and their own personal interests. Where the potential for conflict exists, HPHA employees and Board members shall identify such situation(s), disclose the potential conflict to the appropriate person(s), and take whatever steps may be warranted by the situation, up to and including recusing themselves from decision-making or action pertaining to the situation. Disclosures of conflict of interests or potential conflict of interests must be submitted in writing to the HPHA Board of Directors. The Board of Directors will be required to act on any disclosures received, with written justification being required for any waivers.

All federal laws shall be applicable to all employees regardless of their program's funding source. The most stringent law will be applicable. Non-compliance with this policy may result in disciplinary action, which may include termination of employment or suspension/removal from the HPHA Board of Directors by the Governor, as may be provided by law or agreement.

The Standards of Conduct applies to all employees and HPHA contracts, written or oral, and not just those funded with U.S. Department of Housing and Urban Development (HUD) funds.

The Standards of Conduct also applies to any financial benefit received directly or indirectly by the affected employee/official or his/her immediate family.

The Executive Director shall be:

- Responsible recommend policies, establish procedures, and administer programs in congruence with the HPHA's standards of conduct;
- Authorized to amend, revise, or replace operating procedures as may be necessary from time to time; and
- Responsible to establish a system to disseminate policies and procedures to HPHA staff in a timely and efficient manner.

All HPHA issued contracts shall include applicable provisions of the standards of conduct.

### III. PROCEDURES

The Executive Director may issue administrative memoranda for the following:

- To establish operating procedures to implement Board adopted policy;
- To clarify procedures to ensure the uniform application of law, rule, or regulation; or
- To establish permanent, temporary or emergency procedures.

#### A. Responsible Parties

Branch Chiefs, Section Supervisors, and Support Officers (hereinafter referred to as "Supervisors") are responsible for the dissemination of this administrative memorandum to all affected staff. Supervisors shall be responsible to review all administrative memoranda to ensure compliance and uniformity with the requirements detailed below.

The Compliance Officer, or designated staff, shall be responsible for ensuring compliance with the security policies and procedures described herein, including apprising the Office of the Executive Director of any violations, and conducting or overseeing investigations of suspected violations.

All employees are responsible for reporting suspected violation of the standards of conduct and real or perceived conflicts of interest to the Compliance Office.

#### B. Applicable Laws

All HPHA employees are responsible for understanding the laws, rules, and regulations concerning ethics, conflicts of interest, disclosure requirements, and the HPHA's standards of conduct.

The following is a general overview of the State and federal laws applicable in determining whether a conflict of interest exists. The provisions are not exhaustive and may change due to subsequent legislative enactment. Refer to the laws and provisions presently applicable.

## I. STATE LAW

### **Chapter 84, Hawaii Revised Statutes (HRS) provides direction of State law concerning ethics and conflict of interests.**

Under Chapter 84, HRS, "employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices and judges.

- A. In accordance with the Hawaii Revised Statutes (HRS) §84-11.5 (a) Every employee shall file a gifts disclosure statement with the State Ethics Commission on June 30 of each year if all the following conditions are met:
  - 1. The employee, or spouse or dependent child of an employee, received directly or indirectly from one source any gift or gifts valued singly or in the aggregate in excess of \$200, whether the gift is in the form of money, services, goods, or in any other form;
  - 2. The source of the gift or gifts have interests that may be affected by official action or lack of action by the employee; and
  - 3. The gift is not exempted by HRS §84-11.5 (d).
  
- B. In accordance with HRS §84-12, No employee shall disclose information which by law or practice is not available to the public and which the employee acquires in the course of the employee's official duties, or use the information for the employee's personal gain or for the benefit of anyone.
  
- C. In accordance with HRS §84-13, No employee shall use or attempt to use the employee's official position to secure or grant unwarranted privileges, exemptions, advantages, contracts, or treatment, for oneself or others; including but not limited to the following:
  - 1. Seeking other employment or contract for services for oneself by the use or attempted use of the employee's office or position.
  - 2. Accepting, receiving, or soliciting compensation or other consideration for the performance of the employee's official duties or responsibilities except as provided by law.



3. Using state time, equipment or other facilities for private business purposes.
  4. Soliciting, selling, or otherwise engaging in a substantial financial transaction with a subordinate or a person of business whom the employee inspects or supervises in the employee's official capacity.
- D. In accordance with HRS §84-14 (a) No employee shall take any official action directly affecting:
1. A business or other undertaking in which the employee has a substantial financial interest; or
  2. A private undertaking in which the employee is engaged as legal counsel, advisor, consultant, representative, or other agency capacity.
  3. No employee shall acquire financial interests in any business or other undertaking which the employee has reason to believe may be directly involved in official action to be taken by the employee.
  4. No employee shall assist any person or business or act in a representative capacity before any state or county agency for a contingent compensation in any transaction involving the State.
  5. No employee shall assist any person or business or act in a representative capacity for a fee or other compensation to secure passage of a bill or to obtain a contract, claim, or other transaction or proposal in which he has participated or will participate as an employee, nor shall the employee assist any person or business or act in a representative capacity for a fee or other compensation on such bill, contract, claim, or other transaction or proposal before the legislature or agency of which they are an employee.
  6. No employee shall assist any person or business or act in a representative capacity before a state or county agency for a fee or other consideration on any bill, contract, claim, or other transaction or proposal involving official action by the agency if he has official authority over that state or county agency unless the employee has complied with the disclosure requirements of HRS §84-17.
- E. In accordance with HRS §84-15 (a) A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with an employee, or a business in which an employee has a controlling interest, involving services or property of a value in excess of \$10,000 unless:
1. The contract is awarded by competitive sealed bidding pursuant to HRS §103D-302;
  2. The contract is awarded by complete sealed proposal pursuant to HRS §103D-303; or
  3. The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.

4. A state agency shall not enter into a contract with any person or business which is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned.

## II. FEDERAL LAW

As recipients of federal monies, HPHA must also comply with all federal laws, rules and regulations as applicable to ethics and conflicts of interest.

### A. **Part A – Public Housing**

#### **Section 19(A) of the 1995 Public Housing Annual Contributions Contracts (ACC) – Contracts and Arrangements with Individuals**

- (A)(1) In addition to any other applicable conflict of interest requirements, neither the Housing Authority (HA) nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with a project under this ACC in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:
- (i) Any present or former member or officer of the governing body of the HA, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commission who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, the HA or a business entity.
  - (ii) Any employee of the HA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
  - (iii) Any public official, member of the local governing body, or State or local legislator, or any member of such individual's family, who exercises functions or responsibilities with respect to the project(s) of HA.
- (2) Any member of these classes of persons must disclose the member's interest or prospective interest to the HA and HUD.
  - (3) The requirements of this subsection (A)(1) maybe waived by HUD for good cause, if permitted under State and local law. No person for whom a waiver is required may exercise responsibilities or functions with respect to the contract to which the waiver pertains.
  - (4) The provisions of this subsection (A) shall not apply to the General Depository Agreement entered into with an institution regulated by

a Federal agency, or to utility service for which the rates are fixed or controlled by a State or local agency.

- (5) Nothing in this section shall prohibit a tenant of the HA from serving on the governing body of the HA.

## **B. Section 19(B) of the Public Housing ACC – Nepotism Restrictions**

- (B)(1) The HA may not hire an employee in connection with a project under this ACC if the prospective employee is an immediate family member of any person belonging to one of the following classes:
- (i) Any present or former member or officer of the governing body of the HA. There shall be excepted from this prohibition any former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the HA.
  - (ii) Any employee of the HA who formulates policy or who influences decisions with respect to the project(s).
  - (iii) Any public official, member of the local governing body, or State or local legislator, who exercises functions or responsibilities with respect to the project(s) or the HA.
- (2) The prohibitions referred to in subsection (B)(1) shall remain in effect throughout the class member's tenure and for one year thereafter.
- (3) The class member shall disclose to the HA and HUD the member's familial relationship to the prospective employee.
- (4) The requirements of this subsection (B) may be waived by the HA Board of Commissioners for good cause, provided that such waiver is permitted by State and local law.
- (C) This subsection is not applicable to HPHA.
- (D) For purposes of this section, the term "immediate family member: means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild)."

A PHA's Board considering the issuance of a waiver of this section pursuant to section 19(b)(4) should ensure that its determination of "good cause" is well documented.

## **C. Section 20 of the Public Housing ACC – Interest if a Member or Delegate to Congress**

"No member of or delegate to the Congress of the United States of America or related commission shall be admitted to any share or part of this ACC or to any benefits which may arise from it. (As used in this section, the term "resident commissioner" refers to an individual appointed to oversee a territory or possession of the United States of America, e.g. Guam.)"



## **Examples of Conflicts under Sections 19 and 20 of the ACC:**

- 1) Contracts – including hiring or employment contracts – entered into between a housing authority and a family member of a housing authority official – for example, where a member of the Board of Commissioners is the parent of an individual who is being considered for employment as the housing authority’s director of facilities.
- 2) Contracts between a housing authority and a former housing authority board member or official whose tenure ended less than one year ago.
- 3) Contracts between a housing authority and a member of a local governing body or other public official.
- 4) PHA employees seeking election to local governmental boards and offices, such as a city council or board of selectmen, if such boards and offices exercise authority over housing authority operations. Employees may seek election but if elected, may have to resign.
- 5) A PHA employee engaged in simultaneous service on the Board of Commissioners of his or her PHA. The individual may have to take a leave from his or her board position to serve temporarily as a PHA official.
- 6) Any conflict of interest situation prohibited by State or local law, including but not limited to the conflict of interest prohibitions set forth in State PHA enabling legislation.

The above list is intended to be illustrative of some situations that would give rise to conflict of interest issues. Each situation must be evaluated in light of the particular facts and local law.

### **D. Additional Public Housing Regulations**

Another HUD regulation, 24 C.F.R. § 964.145, sets forth conflict of interest requirements applicable to resident council officers. Also, the regulations pertaining to the Mixed Finance Development of Public Housing units, found generally at 24 C.F.R. § 941.600, provide that the PHA must certify, in its mixed-finance proposal that it will “use an open and competitive process to select the partner and/or the owner entity and shall ensure that there is no conflict of interest involved in the PHA’s selection of the partner and/or owner entity used to develop and operate the proposed public housing units.” See §941.606(n)(1)(ii).

Additional requirements are set forth at § 941.606(n)(1)(ii)(A) and (B). Also note the necessity to adhere to conflict of interest requirements in selection of legal counsel.

### **E. Section §85.36 (“The Common Rule”) – Ethics in Procurement**

Inasmuch as the responsibilities of a housing authority involve the expenditure of monies in procurement activities funded wholly or in part through HUD, 24 C.F.R § 85.36 also applies. This regulation, frequently referred to as “the Common

Rule,” establishes a uniform scheme for ensuring the propriety of procurement activities of grantees and sub grantees that receive grants from federal agencies.<sup>1</sup> PHA’s should also note that the Common Rule applies to expenditures of grant funds for the purposes of obtaining legal counsel.

Moreover, PHAs are required to include as a part of their construction contracts Form HUD-5370 (“General Conditions of the Contract for Construction – Public Housing Programs”), which contains provisions intended to implement the anti-kickback requirements of the Common Rule.

In particular, the Common Rule, at 24 C.F.R. § 85.36, provides in pertinent part as follows:

(b) *Procurement standards.*

- (1) Grantees and sub grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
- (2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - (i) The employee, officer or agent,
  - (ii) Any member of his immediate family,
  - (iii) His or her partner, or
  - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee’s or subgrantee’s officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions

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<sup>1</sup> Because Section 8 housing assignments payments are not grants, they are not subject to 24 C.F.R. Part 85.

for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest."

Also, 24 C.F.R. § 85.36(i) requires that certain contracts of grantees and subgrantees include, among other requirements, a provision that expressly mandates:

- (4) Compliance with Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). (All contracts and subgrants for construction or repair.)"

**F. PART B Section 8 Tenant Based Assistance Regulation – Housing Choice Voucher Program**

HUD's Section 8 regulation at 24 C.F.R. § 982.161 is a conflict of interest provision applicable to Public Housing Authorities [PHAs] that administer Section 8 Tenant-Based Assistance. This provision and its subsections fall within 24 C.F.R. part 982, whose heading is "Section 8 Tenant Based Assistance: Housing Choice Voucher Program".

Captioned "Conflict of Interest," 24 C.F.R. § 982.161 provides:

- (a) Neither the PHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:
  - (1) Any present or former member or officer of the PHA (except a participant commissioner);
  - (2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
  - (4) Any member of the Congress of the United States.
- (b) Any member of the classes described in paragraph (a) of this section must disclose their interest or prospective interest to the PHA and HUD.
- (c) The conflict of interest prohibition under this section may be waived by the HUD field office for good cause."

The PHA should not execute the Housing Assistance Payment (HAP) contract until the HUD Field Office makes a decision on the waiver request.



## **G. Section 8 HAP Contract Housing Choice Voucher Program**

The Section 8 HAP contract for the Housing Choice Voucher Program, between the PHA and the owner of a unit occupied by an assisted family details the types of interest that are prohibited under the contract.

Section 13 of the HAP contract refers to those classes of persons mentioned in § 982.161

- (a) as “covered individuals” and further provides:
- (b) A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- (c) ‘Immediate family member; means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- (d) The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- (e) If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- (f) The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- (g) No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.”

## **H. Section 8 HAP Contract – Moderate Rehabilitation Program**

There are two different versions of Moderate Rehabilitation HAP Contracts. However, the conflict of interest provision reads the same:

“No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the Section 8 Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the Section 8 Program, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from the Contract or in any proceeds or benefits arising from the Contract. This provision may be waived by HUD for good cause.”

There is also a provision entitled “INTEREST OF MEMBER OR DELEGATE TO CONGRESS” “No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits arising from the Contract.”

**I. Section 8 – Moderate Rehabilitation Program – ACC**

The conflict of interest provision in the ACC for the Moderate Rehabilitation program is found in Part II, Terms and Conditions of the ACC section 2.18 “Interests of Members, Officers, or Employees of OHA, Members of Local Governing Body, or other Public Officials.

- (a) Neither the PHA nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement, in connection with any Project in which any of the following classes of persons has an interest, direct or indirect, during tenure or for one year thereafter:
  - (1) any member or officer of the PHA except those members or officers who have an interest in the Section program by reason of their tenancy in a Section 8 unit, or
  - (2) any employee of the PHA who formulates policy or who influences decisions with respect to the Section 8 Program or
  - (3) any public official, member of a governing body, or State legislator who exercises functions or responsibilities with respect to the Section 8 program”
- (b) Any members of the classes described in paragraph (a) must disclose their interest or prospective interest to the PHA and HUD and may, with appropriate justification, if consistent with State law, apply through the PHA to HUD for a waiver.
- (c) No person to whom a waiver is granted shall be permitted (in the capacity as member of class described in paragraph (a) to exercise responsibilities or functions with respect to an Agreement or Contract executed, or to be executed, on his or her behalf, or with respect to an Agreement or a Contract to which this person is a party.
- (d) Notwithstanding the provisions of paragraphs (a) through (c), a PHA responsible for the administration of the Contract may, with prior HUD approval and pursuant to a contract between the PHA and the Owner of existing housing or moderately rehabilitated units exercise management and maintenance responsibilities with respect to the units covered by Contracts.
- (e) The PHA and contractors and subcontractors shall insert in all contracts, subcontracts, and arrangements entered into in connection with any Existing Housing or Moderate Rehabilitation Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the provisions of paragraphs (a) through (e).
- (f) The provisions of paragraphs (a) through (e) of this section shall not be applicable to the Depository Agreement, or utility services the rates for which are fixed or controlled by a governmental agency.”

The provision “INTEREST OF MEMBER OR DELEGATE TO CONGRESS” as stated in the Moderate Rehabilitation HAP contract also appears in this ACC.

**J. Section 8 – Project Based Assistance Contracts**

For Project-Based Assistance<sup>2</sup>, there are many different HAP contracts, and HAP conflict of interest provisions (with various section numbers). Also, PHA conflict of interest provisions are embedded in various ACC forms (e.g. the Housing Finance Agency ACC for a project of New Construction/Substantial Rehabilitation). Contract Administrators of the Project-Based Section 8 Program, there is a special form of ACC with a significantly different conflict of interest clause.

When faced with a conflict of interest issue for Project-Based Assistance contracts, be sure to check the particular HAP contract and the ACC to ensure a complete review of any applicable conflict of interest provisions.

**K. PART C Hatch Act provisions applicable to State employees:**

The Hatch Act may also apply, in many instances (see, e.g., 5 U.S.C. §§ 1501 – 1508), to the political activities of certain state and local employees. The activities in which such employees may or may not engage are detailed in the Hatch Act.

The Office of Special Counsel operates a website that provides guidance concerning Hatch Act issues at [www.osc.gov](http://www.osc.gov). PHA employees with questions about the Hatch Act's application to their activities are strongly urged to contact the Hatch Act section of the Federal Office of Special Counsel to seek a written opinion. They may do so by calling 1-800-85-HATCH and ask to speak to a Hatch Act Counselor or by sending an e-mail to [hatchact@osc.gov](mailto:hatchact@osc.gov). Such an opinion should be sought prior to engaging in the questionnaire activities, of course, and it is essential that PHA staff understand that only the Office of Special Counsel, not local HUD staff, is authorized to render an authoritative opinion on the Hatch Act.

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<sup>2</sup> Not to be confused with Project-Based vouchers, for which the standard voucher provision applies.



**ACKNOWLEDGEMENT**

My signature below acknowledges that I have received, read and understand the HPHA's Standards of Conduct.

I agree that it is my responsibility to be familiar with and know how to apply these Standards, as well as existing laws to my particular job responsibilities and that failure to do so may result in disciplinary action, which may include termination of my employment or suspension/removal from the HPHA Board of Directors by the Governor, as may be provided by law or agreement.

If I do not understand the appropriate and legal course of action to take during my employment, I will review the Standards of Conduct, talk with my supervisor or in the case of a Board member, talk to the Board Chairperson.

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Name (Please Print)

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Signature

Date

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Branch/Section/Unit/Office



SAMPLE FORM FOR REQUESTING A PUBLIC HOUSING ACC WAIVER OR  
SECTION 8 EXCEPTION FOR A CONFLICT OF INTEREST PROHIBITION

NAME OF HOUSING AUTHORITY \_\_\_\_\_

DATE OF YOUR REQUEST \_\_\_\_\_

NAME/TITLE OF PERSON REQEUSTING REVIEW \_\_\_\_\_

WHAT SPECIFIC CONFLICT OF INTEREST PROVISION IS THE SUBJECT OF THIS  
REQUEST?

\_\_\_\_\_

PROVIDE A TITLE, POSITON OR OTHER DESCRIPTION OF THE INDIVIDUAL  
INVOLVED IN THE CONTRACT OR ARRANGEMENT THAT GIVES RISE TO THE  
CONFLICT OF INTEREST

\_\_\_\_\_

DESCRIBE THE NATURE OF THE CONFLICT OF INTERST IN DETAIL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE AND MANNER OF DISCLOSURE OF THE INTEREST TO THE PHA

\_\_\_\_\_

\_\_\_\_\_

WHOM MAY HUD CONTACT FOR MORE INFORMATION?

\_\_\_\_\_

DESCRIBE IN DETAIL THE REASON THAT "GOOD CAUSE" IS PRESENT FOR HUD TO GRANT A WAIVER/EXCEPTION. ATTACH DOCUMENTATION THAT EVIDENCES "GOOD CAUSE".

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ATTACH SUPPORTING DOCUMENTATION, AS WELL AS AN ANALYSIS OR OTHER EVIDENCE THAT THE CONTRACT OR ARRANGEMENT DESCRIBED IN YOUR REQUEST IS IN COMPLIANCE WITH STATE LAW. THIS SHOULD BE SUPPORTED BY A LOCAL ATTORNEY'S OPINION AS TO STATE LAW COMPLIANCE.

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HUD PROGRAM STAFF RECOMMENDATION:

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(Signature)

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(Date)

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(Name and Title)

HUD LEGAL REVIEW COMMENTS:

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(Signature)

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(Date)

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(Name and Title)

DESCRIBE IN DETAIL THE REASON THAT "GOOD CAUSE" IS PRESENT FOR HUD TO GRANT A WAIVER/EXCEPTION. ATTACH DOCUMENTATION THAT EVIDENCES "GOOD CAUSE".

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ATTACH SUPPORTING DOCUMENTATION, AS WELL AS AN ANALYSIS OR OTHER EVIDENCE THAT THE CONTRACT OR ARRANGEMENT DESCRIBED IN YOUR REQUEST IS IN COMPLIANCE WITH STATE LAW. THIS SHOULD BE SUPPORTED BY A LOCAL ATTORNEY'S OPINION AS TO STATE LAW COMPLIANCE.

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HUD PROGRAM STAFF RECOMMENDATION:

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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

HUD LEGAL REVIEW COMMENTS:

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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

**WRITTEN TESTIMONY**

**by Laurie Thorson**

(submitted to the HPHA on 01.15.25, to be forwarded to all board members for review before the HPHA board meeting scheduled for 01.16.25)

TO: BOARD OF DIRECTORS  
HAWAII PUBLIC HOUSING AUTHORITY

FROM: LAURIE THORSON

Dear HPHA Board of Directors:

Attached is a copy of Hakim Ouansafi's employment contract dated 11.24.14, signed by Hakim Ouansafi and Board of Director Chairperson David Gierlach.

Please refer to page 3, which reads:

2.4 Termination by Authority for Cause.

The Board may terminate this Agreement for cause only.

“Cause” means: (i) **fraud, misappropriation, embezzlement or any other material violation of law** that occurs during or in the course of employment; (ii) **intentional** breach of obligations of the position or intentional breach of policies; (iii) repeated willful failure to perform services or follow Board directives; (iv) willful conduct that is demonstrably and materially injurious to the Authority, monetarily or otherwise.

Please consider this a formal request that Hakim Ouansafi be terminated as the Executive Director of the Hawaii Public Housing Authority for "...fraud, misappropriation, embezzlement..."

Please do not hesitate to contact me if you have any questions or need additional information.

Respectfully,

Laurie Thorson

(808) 222-5885

Lthorson7@gmail.com

<https://governmentcorruptioninhawaii.wordpress.com/>

**CONTRACT OF EMPLOYMENT BY AND BETWEEN  
THE HAWAII PUBLIC HOUSING AUTHORITY AND  
HAKIM OUANSAFI, EXECUTIVE DIRECTOR**

This Agreement, made this, 24th (twenty-fourth) day of November 2014, by and between the Hawaii Public Housing Authority, whose address is 1002 North School Street, Honolulu, Hawaii 96817 ("Employer" or "Authority") and Hakim Ouansafi ("Employee").

WITNESSETH:

**WHEREAS**, The Employee is employed by the Hawaii Public Housing Authority since January 3, 2012, in which the Employer hired Employee to serve as Executive Director of the Authority and the Employee agreed to accept employment as Executive Director of the Authority; and

**WHEREAS**, Employment was for unspecified period; and

**WHEREAS**, in the opinion of the Board of Directors ("Board") of Employer, Employee has excelled in all aspects of his responsibilities as Executive Director consistently exceeding expectations of the Board of the Authority and the requirements of his position. In the further opinion of the Board, since Employee began employment on January 3, 2012, the Authority has been transformed from a troubled agency and is on track to be one of the most successful housing authorities in the country under the leadership of the Employee; and

**WHEREAS**, the Employee and the Employer desire to enter into this Contract of Employment ("Employment Agreement" or "Agreement") to fully recognize the contributions of the Employee to the Employer and to assure continuing outstanding management of the affairs of the Authority;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

**1.0 Employment.**

**1.1 Employment.** The Employer hereby enters into this Employment Agreement of Employee as Executive Director of the Authority and the Employee does accept such employment upon the terms and conditions hereafter set forth and agree to continue to perform the duties required of him to the best of his ability.



**1.2 Responsibilities of the Executive Director.** The Authority hereby grants employment of Employee as the Executive Director of the Authority, his powers and duties as enumerated in Exhibit "A" as determined by Bylaws of the Authority, and by any direction and decision by the Board that is consistent and compliant with applicable State and Federal law, including but not limited to the United States Department of Housing and Urban Development ("HUD") regulations. All delegated authorities that were granted by the Board to the Executive Director prior to November 24, 2014; such as Contracting and Procurement Authority, Authority to Administer and Manage Day to Day Operations and Expend Funds, Authority to Establish Fiscal Policy shall remain in place during the Term of this agreement. In addition to such direct and specific powers as may be granted to Employee, he shall have such implied powers as are necessary and appropriate to carry out any and/or all duties entrusted in him as Executive Director.

The Authority/Board recognizes that the Executive Director is best suited to evaluate and monitor the performance of the Executive Assistant. Hence, the Board shall not hire, discipline or terminate employment of the Executive Assistant without prior consultation with the Executive Director.

**1.3 Additional Responsibilities.** When formed, Employee shall serve as the Chief Executive Officer of any and/or all non-profit corporation(s), which will be wholly owned by the Authority. In addition, unless directed otherwise by Employer, Employee shall in his role as the Chief Executive Officer of any and/or all non-profit corporation(s) be entitled to additional compensation as negotiated and agreed to by both parties. Said additional compensation shall be effected and implemented without re-execution of this Agreement by the parties. Notice of said compensation and/or benefits shall be sufficient to amend pertinent section(s) of the Agreement regarding the adjusted compensation and/or benefit.

**1.4 Consultative work or outside business.** During the term and any extension of the term of this Agreement, Employee agrees not to perform outside employment or consultant work that conflicts with his present duties at the Hawaii Public Housing Authority or at its non-profit corporation(s).

## **2.0 Term of Employment.**

**2.1 Initial Term.** The term of this Agreement shall commence as of November 24, 2014 and shall continue for five (5) consecutive years until November 21, 2019 (the "Term"). All notices shall be in writing and delivered as set forth herein below. In such event that the Employee

terminates this Agreement, the Employee shall continue to receive his compensation and shall continue to render services through the date of termination unless otherwise agreed by the Employer and Employee.

**2.2 Automatic Extension.** Commencing on November 21, 2016 and on each anniversary of that date thereafter, the Term shall automatically be extended for an additional year. To prevent said automatic extension, either the Employee or the Authority/Board shall give written notice of termination of automatic extension at least one-hundred twenty (120) days prior to such automatic extension of the initial term or any subsequent extensions thereof. If such notice of termination is given, it will not alter or shorten the then existing term of this Agreement, but shall only prohibit the automatic one (1) year extension. In the event a notice of termination is given as outlined above, its effect will be that this Agreement will no longer automatically extend, but will expire at the end of the then existing term.

**2.3 Termination by Employee.** The Employee may terminate this Agreement at his discretion upon giving one-hundred twenty (120) days, or a mutually agreed-to duration, whichever is sooner, prior written notice to the Authority. Employee shall incur no penalty for such termination and shall be entitled to full pay through the date of said termination, and shall also be entitled to all accrued benefits through the date of such termination in accordance with existing Authority policy and with this Agreement. Should the Employee give the Authority notice under this section, the Authority may select a date of separation which is earlier than the date identified by the Employee.

**2.4 Termination by Authority for Cause.** The Board may terminate this Agreement for cause only. "Cause" means: (i) fraud, misappropriation, embezzlement or any other material violation of law that occurs during or in the course of employment; (ii) intentional breach of obligations of the position or intentional breach of policies; (iii) repeated willful failure to perform services or follow Board directives; (iv) willful conduct that is demonstrably and materially injurious to the Authority, monetarily or otherwise. Notwithstanding anything to the contrary contained above, in the event of the Employee's incapacity, the Authority may terminate employment of the Employee only after the expiration of a period the length of which shall be determined pursuant to the applicable accrued leave policy, but in any event not less than the Employee currently has or not less than six (6) months, whichever is longer.

**2.5 Termination Without Cause.** Notwithstanding any provision of the Agreement to the contrary, the Authority may terminate the Employee at



any time for any reason upon payment in full of severance pay consisting of full compensation for the remaining duration and terms of this Agreement and payment for the remaining months of Employee's medical benefits and all accrued annual leave.

### **3.0 Compensation and Benefits.**

Employee hereby accepts employment and hereby agrees that for the consideration hereinafter set forth, he shall perform the duties of Executive Director in conducting the business of the said Authority as enumerated in Exhibit "A".

**3.1 Regular Compensation.** For all services rendered by Employee under this Agreement, the Employer shall pay the Employee an annual salary equal to ninety-five percent (95%) of the Governor of the State of Hawaii, payable at the same time and the same frequency as other employees of the Employer. If mandated by State law, Employee's salary as the Executive Director of the Authority shall not exceed the salary of the Governor of the State of Hawaii. The Employee's annual salary shall also comply with any and/or all established HUD requirements. Employee shall be eligible for cost of salary increases in the same manner as may be provided to other employees of the Authority. Employee's annual salary does not include bonuses, salaries earned from the HPHA non-profits and overtime nor does it include benefits such as retirement, life insurance, medical insurance, or the use of the Authority's vehicle.

**3.2 Employee Benefits.** In addition to item (a) thru (f), Employee shall also receive the benefits that are currently offered to the professional staff of the Authority as listed below and in Exhibit "B". At no given time shall any of Employee's benefits be lower and/or less than what is offered to the Authority's staff.

(a) At his discretion, Employee shall be provided a \$500.00 per month automobile allowance or shall be provided a car by the Authority with personal use permitted;

(b) The Employee shall be entitled to twenty-one (21) annual leave days per year and will be permitted to carryover a maximum of ninety (90) annual leave days at the end of each calendar year. Upon separation, Employee will be compensated for all properly accrued annual leave;

(c) Employee is entitled to twenty-one (21) paid sick days per year; and

(d) The Employee shall receive all other benefits of full time employees of the Authority, and if there is any cost for such benefits, the cost to Employee shall be the same as that incurred by all other employees of the Authority, unless the Board has otherwise provided.

(e) Employee shall be entitled to all paid medical, dental and life insurance benefits as available to other personnel of the Authority.

(f) The Authority agrees to reimburse Employee for cell phone and gas costs, provided that Employee provides receipts or bills for said items.

**3.3 Travel.** It is understood and agreed by the parties herein that Employee shall be reimbursed for all out of city and state travel expenses in accordance with the Authority Personnel Policy.

**3.4 Professional Association Fees.** The Authority agrees to reimburse Employee for professional association dues and his attendance at local and out of state workshops, seminars, and other professional improvement sessions.

**3.5 Professional Development.** The Authority agrees to reimburse Employee for reasonable expenses related to educational courses, training sessions and the like.

**3.6 Annual Review.** Employee may receive an annual review of his job performance from the Board of the Authority. As a part of the Employee's annual review, the Board may, but is not required, to extend an increase of Employee's compensation and/or benefits. The decision to upwardly adjust the compensation and/or benefits shall be in the sole discretion of the Board. At any time, Employee's benefits shall not be lower than benefits granted to other employees of the Authority. In the event that the Board chooses to increase the Employee's compensation and/or benefits, said adjustment shall be effected and implemented without re-execution of this Agreement by the parties. Notice of the increase in compensation and/or benefits, if any, shall be sufficient to amend pertinent section(s) of the Agreement regarding the adjusted compensation and/or benefit.

#### **4.0 Notice.**

Any and all notices provided for herein shall be given in writing by registered or certified mail, return receipt requested, or by hand delivery, which shall be addressed, in the case of the Employer, to its Registered Agent in the State of

Hawaii, and in the case of the Employee, to the last address known to the Employer or by hand delivery.

#### **5.0 Severability.**

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

#### **6.0 Modification and Waiver.**

This Agreement may be changed or modified only if consented to in writing by both parties. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed to waiver of any other provision of this Agreement at such time, nor it will be deemed a valid waiver of such provision at any other time.

#### **7.0 Governing Law.**

This Agreement shall be governed by and according to the laws of the State of Hawaii.

#### **8.0 Benefits.**

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, assigns and affiliates.

#### **9.0 Mediation.**

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures.

#### **10.0 Entire Agreement.**

This Agreement contains the entire Agreement and understandings by and between the Employee and the Employer with respect to the matters herein described and no representations, promises, agreements or understandings, written or oral, not herein contained, shall be of any force and effect.

**11.0 Order of Precedence.**

In the event of any inconsistent or incompatible provisions, this signed Contract of Employment, followed by the provisions of Exhibit A, and then by the terms of Exhibit B.

In WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year herein above first written.

Hawaii Public Housing Authority

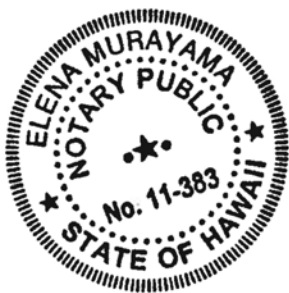
  
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DAVID GIERLACH  
Chairman, Board of Directors

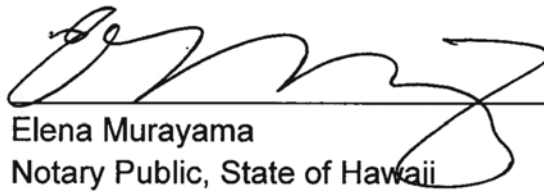
Hawaii Public Housing Authority

  
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HAKIM OUANSAFI  
Executive Director

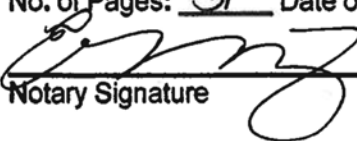
STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 24<sup>th</sup> day of November, 2014, before me personally appeared David Gierlach, Chairman of the Hawaii Public Housing Authority Board of Directors, to me to be known to be the person described herein, and who being duly sworn, executed said instrument attached as his own free act and deed.



  
Elena Murayama  
Notary Public, State of Hawaii  
First Judicial Circuit

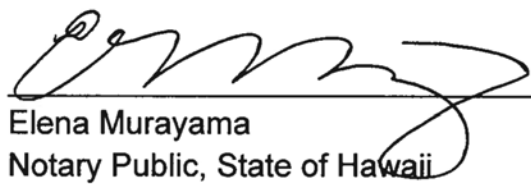
My commission expires: 12/4/2015

NOTARY PUBLIC CERTIFICATION  
Elena Murayama First Judicial Circuit  
Doc. Description: Contract of  
Employment  
No. of Pages: 31 Date of Doc: NOV 24 2014  
 NOV 24 2014  
Notary Signature Date

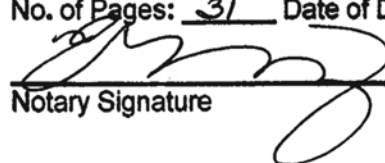
STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 24<sup>th</sup> day of November, 2014, before me personally appeared Hakim Ouansafi, Executive Director of the Hawaii Public Housing Authority, to me to be known to be the person described herein, and who being duly sworn, executed said instrument attached as his own free act and deed.



  
Elena Murayama  
Notary Public, State of Hawaii  
First Judicial Circuit

My commission expires: 12/4/2015

NOTARY PUBLIC CERTIFICATION  
Elena Murayama First Judicial Circuit  
Doc. Description: Contract of  
Employment  
No. of Pages: 31 Date of Doc: NOV 24 2014  
 NOV 24 2014  
Notary Signature Date



**EXHIBIT "A"**  
**Position Description**  
**Executive Director**

**I. IDENTIFYING INFORMATION**

Position Number: 102005  
Department: Human Services  
Division (Office): Hawaii Public Housing Authority (HPHA)  
Office of the Executive Director

**II. INTRODUCTION**

The function of the Office of the Executive Director is to provide the overall administration and management of all functions and activities related to the operation of the Hawaii Public Housing Authority (HPHA); implement programs to meet HPHA goals and objectives in consonance with applicable plans and guidelines; establish policies and procedures to guide program operations; provide the central coordination to integrate delivery and staff support services to promote achievement of goals and objectives; provide the focal point for program achievement of goals and objectives; coordination of responses for Governor and DHS Director referrals.

This position is responsible for the execution of the statutory provisions relating to housing management services and the delivery of housing services to eligible residents in the State of Hawaii. The position is also responsible for the effective and efficient administrative direction of the HPHA under policies established by the Board of Directors, the bylaws of the Board and pertinent federal and state laws. This includes initiating the programs (e.g., State Low Rent Housing Program, Rent Subsidy Program, etc.), and carrying out administrative directives relating to budgeting, accounting personnel, data processing, security, etc., consistent with State policies and procedures.

**III. MAJOR DUTIES AND RESPONSIBILITIES**

**A. Program Administration 60%**

1. Evaluates policy changes by the U.S. Department of Housing and Urban Development (HUD) and the Board of Directors in order to direct and participate in the development and formulation, implementation, and interpretation of rules, operating policies, procedures, and standards governing the HPHA programs and conducts public hearings for their adoption; clarifies, interprets, applies and secures compliance within HPHA.

2. Directs the development of the financial plans including the execution of the biennial and supplemental operating and capital improvement budgets and justification for all HPHA programs.
3. Directs the development of applications for, or the assistance to government and community agencies, to obtain available federal and special project funds; directs the monitoring of projects, and reports on results of such projects to the federal government.
4. Directs the development of program legislation and justification, as appropriate, and prepares testimony to support, respond to, or oppose proposed legislation pertaining to or impacting on HPHA's programs or operations; as appropriate and applicable, coordinates legislative activities with the Governor's Office, the Department of the Attorney General, legislators, and other public private agencies and organizations.
5. Develops, promotes and maintains effective working relationships with advisory boards, public and private agencies and individuals at the national, regional (i.e., HUD), state, department and community levels to facilitate programs and operations and to maximize resources.
6. Plans and conducts public relations programs for the HPHA, which includes issuance of press releases, special features, addressing community groups, meetings and the preparation of reports.

**B. General Administration**

**40%**

1. Provides ongoing direction and coordination of HPHA's programs and operations in establishing performance goals and objectives, monitoring their progress in meeting or exceeding planned goals and objectives, and taking corrective action when necessary to ensure compliance.
2. Develops plans for the daily, monthly, quarterly, and annual accomplishment of duties and responsibilities to meet or exceed performance quantity, quality, goals and objectives in order to ensure staff development.

3. Represents HPHA concerning the programs and functions at legislative hearings, establishes relationships with public and private organizations and interested housing community groups.
4. Directs and supervises staff to ensure acceptable job performance and efficient and effective use of staff and in keeping with applicable federal, state, and departmental laws, rules, policies and procedures pertaining to work performance and personnel matters including equal employment opportunity, affirmative action, civil service and collective bargaining.
5. Promulgates rules and regulations, policy memorandums and establishes procedures under which the projects/programs are managed and maintained.
6. Reviews and studies professional and managerial literature related to housing and housing concerns in order to develop staff in maintaining or upgrading work skills, abilities and knowledge.

7. Supervises:

| <u>Position #:</u> | <u>Title:</u>                           |
|--------------------|---|
| 19104              | Secretary IV                            |
| 118550             | Chief Financial Management Advisor      |
| 103020             | Chief Compliance Officer                |
| 102037             | Data Processing Systems Analyst V       |
| 107933             | Personnel Supervisor/Special Assistant  |
| 103012             | Housing Hearings Officer                |
| 102034             | Housing Planner (Supervisor)            |
| 102041             | Housing Information Officer             |
| 100882             | Contracts and Procurement Officer       |
| 41041              | Fiscal Officer I                        |
| 101072             | Public Housing Manager                  |
| 41280              | Public Housing Supervisor V             |
| 25649              | State Housing Development Administrator |

8. Performs other related duties as assigned.

#### IV. CONTROLS EXERCISED OVER THE WORK

100%

The Executive Director performs all aspects of the work independently and is expected to inform the Board of situations and events which may impact on the HPHA or will require Board direction, intervention and/or approval to comply with state executive and/or federal legislative mandates.

##### A. Nature of Supervisory Control Exercised Over the Work:

###### 1. Instructions Provided

Instructions are limited to guidance and directions specific to Board priorities and the results expected. The Executive Director is required to plan and carry out the HPHA programs independently.

###### 2. Review of Work

The Board is responsible for reviewing the overall work performed in terms of Board assignments, goals and objectives. The Board addresses matters referred by the subject position as required or necessary.

##### B. Nature of Available Guidelines Controlling the Work:

###### 1. Policy and Procedural Guides Available

Federal Rules and Regulations, Correspondence and Action Transmittals and applicable Hawaii Revised Statutes  
Departmental Policies and Procedural Manuals  
Collective Bargaining Agreements, Contracts, Memoranda of Agreements

###### 2. Use of Guidelines

Procedural guides cover all technical aspects of the work. The Executive Director is expected to apply pertinent laws, rules and regulations, policies, procedures, state statutes and other related guidelines pertaining to the administration of the housing programs in coordination with other federal, state and community agencies.

C. **Other**

The Executive Director shall document and explain how any salary that exceeds the threshold as issued by the U.S. Department of Housing and Urban Development Office of Public and Indian Housing ("HUD") was funded and prove to the auditor that there was no improper use of section 8 and section 9 of the United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) monies to fund the Executive Director's salary in excess of the HUD established threshold.

## **EXHIBIT "B"**

The Articles contained herein are relevant portions from the Professional and Scientific Employees' Unit 13 Contract (AFSCME Local 152) dated July 1, 2013-June 30, 2017. Should the benefits and/or privileges contained herein change upwardly; Employee shall automatically be entitled to said changes.

### **ARTICLE 10 – TECHNOLOGICAL CHANGES**

A. The Employer and the Employee recognize that changes in operations resulting from technological innovations may occur. When such changes occur, the Employer shall give first consideration to the utilization of affected Employees in the changed operations. In the event the Employee do not possess the requisite skills or knowledge to perform the required work in the new operation and such skills and knowledge can be acquired within a reasonable length of time, the Employer shall provide the necessary training to Employee during working hours and at the Employer's expense.

### **ARTICLE 11A – GRIEVANCES RELATED TO ADVERSE ACTION FOR FAILURE TO MEET PERFORMANCE REQUIREMENTS**

E. Informal Step. A grievance shall, whenever possible, be discussed informally between the Employee and Employer within the twenty (20) working day limitation. In such event, Employee shall identify the discussion as a grievance at the informal step. Employee may be assisted by Employee representative. Employer shall reply within seven (7) working days. In the event Employer does not respond within the time limits prescribed herein, the Employee may pursue the grievance to the next step.

### **ARTICLE 14A – WORKERS' COMPENSATION LEAVE BENEFITS**

A. If Employee is absent from work because of injuries and/or illnesses incurred while working and is receiving worker's compensation wage loss replacement benefits or temporary total disability or temporary partial disability payments shall continue to earn vacation and sick leave credits as though the Employee was not absent from work.

B. If Employee is absent from work and is receiving workers' compensation wage loss replacement benefits, may use accumulated sick leave credits to receive an additional amount that would bring Employee's total compensation to a sum equal to the Employee's regular compensation. In the event Employee does not have any accrued sick

leave credit, Employee may elect to use accrued vacation credits to bring Employee's total payment to a sum equal to the Employee's regular salary. Accumulated credits may be used to continue Employee's regular compensation during the waiting period.

C. Employee shall not forfeit any excess accumulated vacation leave credit when Employee is receiving workers' compensation wage loss replacement benefits.

D. An Employee is entitled to use the sick and vacation leave credits earned during the period of absence from work.

### **ARTICLE 15 – TRAINING OPPORTUNITIES**

C. All training of Employee shall be conducted during working hours. When such training falls outside of Employee's normal work hours, Employee's normal work hours may be adjusted so as to accommodate the time spent in training. The adjustment in work hours shall not be construed to be working a split shift.

D. if the following conditions are met, Employee shall be permitted to attend training programs or courses of instruction:

1. The course of instruction is related to the Employee's job, and will improve the Employee's skills to meet the needs of the Employer.
2. Attendance in the program or course will not disrupt the normal operations of the Employer.
3. Funds are available.

Upon satisfactory completion of courses of instruction or training programs, Employer shall reimburse the Employee for the cost of tuition, books, and supplies, as applicable, provided any textbooks paid for by the government shall remain its property.

### **ARTICLE 16 – PERSONNEL FILE**

A. Employee shall, upon request and by appointment, be permitted to examine the Employee's personnel files. The Employee shall be given a copy of any material if it is to be used in connection with a grievance or personnel hearing.



B. No derogatory material shall be placed in Employee's personnel file unless Employee has had an opportunity to read the material and an opportunity to sign it indicating the Employee has read the material. Employee shall also be given an opportunity to attach explanatory remarks.

#### **ARTICLE 17 – PERSONAL RIGHTS AND REPRESENTATION**

D. Employer shall provide Employee with supplies and equipment which are required in the performance of Employee's official duties. Except in the case of negligence on the part of Employee, when such equipment is stolen, lost, damaged and/or worn out it shall be repaired or replaced by Employer.

E. Employer shall provide legal counsel for an Employee upon request when:

1. Employee is sued for actions taken by Employee in the course of the Employee's employment and within the scope of the Employee's duties and responsibilities.

2. Employee must appear as a defendant or is subpoenaed to appear in court when sued for actions taken in the course of employment and within the scope of Employee's duties and responsibilities.

3. Employee must appear as a witness or is subpoenaed to appear in court on a matter arising in the course of employment and within the scope of Employee's duties and responsibilities.

4. Employee is required to give deposition or answer interrogatories on a matter arising in the course of employment and within the scope of Employee's duties and responsibilities.

In addition, Employee's required presence in any of the foregoing situations shall be considered work time, provided, whenever an Employee's required presence is on the Employee's scheduled day off or holiday off, Employee shall be guaranteed a minimum of three (3) hours straight time pay.

F. When grievances are filed against Employee for actions taken by him in the course of his employment and within the scope of his duties and responsibilities, Employer shall provide him with necessary staff support and representation. When such assistance is requested by

Employee and if Employer fails to furnish such assistance, Employee will not be penalized for any improper action taken.

I. If a judgment or court approved settlement is made against Employee in a civil suit for actions taken by him in the course of the Employee's employment and within the scope of Employee's duties and responsibilities, Employer agrees to do no more than submit to the Legislature or the County Council any judgment (or court approved settlement) against the Employee, with Employer retaining the discretion of recommending or not recommending legislative approval.

### **ARTICLE 35 – HOLIDAYS**

A. The following days of each year are established as holidays:

New Year's Day, the first day of January  
Dr. Martin Luther King, Jr. Day, the third Monday in January  
President's Day, the third Monday in February  
Prince Jonah Kuhio Kalaniana'ole Day, the twenty-sixth day of March  
Good Friday, the Friday preceding Easter Sunday  
Memorial Day, the last Monday in May  
King Kamehameha I Day, the eleventh day of June  
Independence Day, the fourth day of July  
Statehood Day, the third Friday in August  
Labor Day, the first Monday in September  
Veteran's Day, the eleventh day in November  
Thanksgiving Day, the fourth Thursday in November  
Christmas Day, the twenty-fifth day of December

All election days, except primary and special election days, in the county wherein the election is held.

Any day designated by proclamation by the President of the United States or by the Governor as a holiday.

### **ARTICLE 36 – VACATION LEAVE**

A. Earning of Vacation Leave.

1. Employee shall earn vacation leave at the rate of fourteen (14) hours for each month of service. For the purpose of this Article, a workday is defined as an eight (8)-hour workday.

4. Vacation allowance shall accrue to Employee while Employee is on leave with pay unless specifically prohibited by the Agreement.

B. Vacation Charged Only for Working Hours.

1. Employees on vacation shall have charged against their vacation allowances all working hours of fraction to the nearest one-fourth (1/4) hour thereof which occur during the period of the Employee's vacations.

B. Accumulation of Sick Leave

1. An Employee may accumulate the sick leave the Employee earns. The unused sick leave accumulated shall be credited to the Employee's account for subsequent use in the event of a sickness. Such unused sick leave may be accumulated without limitation.

2. Sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year. After the end of each year, the appointing authority will furnish each Employee with a statement of the sick leave credit remaining as of December 31.

### **ARTICLE 37A – FAMILY LEAVE**

A. Employee entitlement to state family leave is set forth in Chapter 398, Hawai'i Revised Statutes. Accrued vacation leave and/or sick leave may be substituted for any part or all of the allowable state family leave up to a maximum of four (4) weeks per designated twelve (12) month period.

B. Employee entitlement to federal family leave is set forth in the Family and Medical Leave Act of 1993.

C. Administration and enforcement of the state and federal family leave provisions shall be in accordance with applicable laws and regulations. Appeals with regard to state and federal family leave shall be filed with the appropriate state and/or federal agencies who are responsible for administering and enforcing the respective provision mentioned herein, i.e., State of Hawai'i Department of Labor and Industrial Relations or the United States Department of Labor, Wage and Hour Division.

## **ARTICLE 38 – FUNERAL LEAVE**

A. Employee covered by this Agreement shall be allowed three (3) working days of funeral leave with pay which shall not be deducted from any other leave to which the Employee may be entitled. Funeral leave shall be granted on such days as designated by Employee provided they fall within a reasonable period of time after a death in the immediate family.

B. For the purpose of this Article, immediate family is defined as: parents, brothers, sisters, spouses/reciprocal beneficiaries, children, parents-in-law, grandparents, grandchildren, or an individual who has become a member of an immediate family through the Hawaiian "Hanai" custom. Provided, however, an individual affected by the "Hanai" shall be entitled to utilize funeral leave only for those members of the Employee's immediate family resulting from the "Hanai" relationship. Provided further that funeral leave with pay can only be used for one mother and one father regardless of whether the parent relationship is natural, hanai, step, or legal guardians. "Reciprocal beneficiary" for purposes of this Article, means two adults who meet the requirements of HRS 572C-4 and who have registered their reciprocal beneficiary relationship pursuant to HRS 572C-5. "Reciprocal beneficiary" is further defined to mean that individual the Employee has selected as the Employee's life partner in lieu of a spouse.

C. Hanai/natural parents not covered in B, above; sons- and daughters-in-law and great grandparents' relationship. An Employee shall be entitled to use up to three (3) days of vacation leave or compensatory time off for the death of hanai/natural parents not covered in B. above, son-or daughter-in-law, great grandparent. Vacation leave or compensatory time off shall be granted on days designated by the Employee provided they fall within a reasonable period of time after the death.

D. If the death or funeral occurs outside the State of Hawai`i, the Employee shall be granted, upon request, a reasonable number of additional days of accumulated vacation leave, compensatory time off, or leave without pay for travel to attend the funeral, or to make necessary arrangements for a funeral in the State of Hawai`i.

## **ARTICLE 39 – LEAVE FOR JURY OR WITNESS DUTY**

A. Employee covered by the terms of this Agreement, if summoned to serve as a witness or juror in any judicial proceedings

except those which may involve or arise out of the Employee's outside employment or the Employee's personal business or private affairs shall, if Employee serves, be entitled to leave of absence with pay.

B. Employee who serves as a witness or as a juror, and who receives a fee or mileage allowance shall not suffer the loss of such monies or have it offset against the Employee's salary account.

C. Employee called to serve as a witness in a case which may involve or arise out of Employee's outside employment or personal business or private affair shall not be entitled to leave of absence with pay as provided in paragraph (A) above, provided that the Employee shall be entitled to use the Employee's annual vacation leave or elect to take leave without pay.

#### **ARTICLE 41 – OTHER LEAVE OF ABSENCE**

A. Industrial Injury Leave.

1. An Employee may be granted leave without pay not to exceed twelve (12) months, provided the Employee is receiving workers' compensation wage loss replacement benefits.

2. An Employee may also be granted additional periods of leave without pay not to exceed twelve (12) months per additional leave period, provided the Employee is receiving workers' compensation wage loss replacement benefits or provided the Employee's application for retirement is pending determination by the State Retirement System.

B. Leave Without Pay to Work in Certain Appointive Positions.

1. Employer may grant a leave without pay to Employee to render services as a department head, agency head, deputy department head, as a secretary to a department head or a deputy department head, or as an appointee to any other position within the jurisdiction that is mutually agreeable between Employer and the Employee. Employer shall compile a list of the appointive positions to which this section applies and maintain its currency.

2. The rights of an Employee who is released from the above appointments are as follows:

a. Upon completion of no more than four (4) years of the leave without pay, reinstatement in the position in which the

Employee last held a permanent appointment. In the event the Employee is retained beyond these four (4) years for the transition to a new chief executive's term, but for not more than three (3) months, the Employee shall retain the reinstatement right to the Employee's former civil service position.

b. Following more than four (4) years of leave without pay, reinstatement to the Employee's former position if vacant or placement in a comparable vacant position.

c. Upon reinstatement in the former position or placement in another comparable position, compensation shall be as though the Employee had remained continuously in the position.

C. Other Leaves Without Pay. Employer may grant regular or non-regular Employees leaves without pay for no more than twelve (12) months, for any of the following reasons:

1. To recuperate from physical or mental illnesses; provided, for leaves without pay of five (5) days or more, an Employee shall submit a licensed physician's certificate to substantiate the fact that period of leave without pay was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of the Employee's position. However, Employer may require Employee to submit a licensed physician's certificate from the first day of absence without pay.

2. Death in the family.

3. To extend an annual vacation leave for travel, rest, or for recreation purposes.

4. To seek political office.

5. Personal business of an emergency nature.

6. Annual periods of temporary cessation of normal operation.

7. Child or pre-natal care.

8. Child adoption leave.

## ARTICLE 45 – TRAVEL

A. Applicable rules, ordinances, and policies. Except as modified by this Article, Chapter 3-10, Hawaii Administrative Rules, in the case of the State, and applicable rules, regulations, ordinances, or policies, in the case of the county jurisdictions, shall remain applicable for the duration of this Agreement.

B. Travel occurring on same island. When an Employee is required to work in locations, which make it impracticable and undesirable to return home at the end of a workday, Employee shall be paid a travel allowance pursuant to Paragraph D.

C. Off-island travel to mountainous or other remote areas.

1. Notwithstanding the provisions of this paragraph, a mutual agreement may be arranged among Employee with Employer to provide for per diem expenses in lieu of this paragraph.

D. Intra-state travel.

1. When Employee is required to travel on official business to another island, Employee shall be provided with a per diem of ninety dollars (\$90.00) per twenty-four (24) hour day.

2. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin one (1) hour before the scheduled flight departure time and shall end upon the return to the Employee's home airport. This computation shall be applicable to all trips, except one-day trips (leaving and returning on the same day). In the case of one-day trips, Employee shall be entitled to a meal allowance of twenty dollars (\$20.00) in lieu of per diem.

3. When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

E. Out-of-state travel.

1. When Employee is required to travel on official business to areas outside the State of Hawaii, the Employee shall be provided a



per diem of one hundred forty-five dollars (\$145.00) per twenty-four (24) hour day.

2. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin no later than twenty-four (24) hours prior to the time the Employee is to be at work at the out-of-state destination. Employee shall be scheduled to arrive at the out-of-state destination (applicable airport\_ at least ten (10) hours before reporting for duty. The official travel time shall end upon the Employee's return to Employee's home airport. All calculations will be based on Hawaiian Standard Time.

3. When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

F. Reimbursement for commercial lodging expenses in excess of lodging allowance.

Included in the per diem rate designated in paragraphs D and E shall be a daily allowance for commercial lodging except for one-day trips. For intra-state travel, this lodging allowance shall be fifty dollars (\$50.00) per twenty-four (24) hour day. For out-of-state travel, this allowance shall be eighty-five dollars (\$85.00) per twenty-four (24) hour day.

Whenever Employee's commercial lodging cost exceeds the applicable lodging allowance, Employee shall be entitled to an additional amount added to the Employee's per diem. This amount shall equal to the difference of the actual daily cost of commercial lodging and the applicable allowance provided herein, multiplied by the number of days spent on commercial lodging. Unless otherwise waived by the Employer request for commercial lodging expenses in excess of the lodging allowance shall be made in advance of the Employee's trip.

G. Advanced per diem and Reimbursements.

Whenever possible, an Employee shall receive advanced per diem for official travel. Employer shall reimburse Employee who request reimbursement for excess lodging expenses as soon as possible.

H. Furnished Meals and Lodging.

When lodging or meals are provided at no cost to the Employees, Employer shall continue its existing practices in adjusting the per diem amounts. However, the per diem allowance provided herein shall not be adjusted when meals are included in conference programs.

**ARTICLE 52 – HAWAII EMPLOYER-EMPLOYEE HEALTH BENEFITS TRUST FUND**

A. "Health Benefit Plan" shall mean the medical PPO or HMO, prescription drug, dental, vision and dual coverage medical plans.

B. Effective July 1, 2013

Subject to the applicable provisions of Chapters 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of the Hawaii Employer-Employee Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2013, not to exceed the monthly contribution amounts as specified below:

1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

| <u>BENEFIT PLAN</u>                       | <u>MONTHLY CONTRIBUTION</u> |
|---|-----------------------------|
| a. Medical (PPO or HMO) (medical & chiro) | \$208.38                    |
| b. Dental                                 | \$18.36                     |
| c. Vision                                 | \$3.62                      |
| d. Dual coverage (medical, drug & chiro): |                             |
| (1) HMSA                                  | \$136.94                    |
| (2) Royal State                           | \$26.54                     |
| e. Drug Plan                              | \$42.60                     |

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen.

2. For each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

| <u>BENEFIT PLAN</u>                       | <u>MONTHLY CONTRIBUTION</u> |
|---|-----------------------------|
| a. Medical (PPO or HMO) (medical & chiro) | \$505.10                    |

|    |  |          |
|----|--|----------|
| b. | Dental                                 | \$36.72  |
| c. | Vision                                 | \$6.88   |
| d. | Dual coverage (medical, drug & chiro): |          |
|    | (1) HMSA                               | \$331.64 |
|    | (2) Royal State                        | \$65.28  |
| e. | Drug Plan                              | \$103.34 |

The Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.

3. For each Employee-Beneficiary with two or more dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

| <u>BENEFIT PLAN</u>                       | <u>MONTHLY CONTRIBUTION</u> |          |
|---|-----------------------------|----------|
| a. Medical (PPO or HMO) (medical & chiro) | \$644.28                    |          |
| b. Dental                                 | \$60.36                     |          |
| c. Vision                                 | \$8.76                      |          |
| d. Dual coverage (medical, drug & chiro): |                             |          |
|   | (1) HMSA                    | \$423.16 |
|   | (2) Royal State             | \$73.76  |
| e. Drug Plan                              | \$131.82                    |          |

The Employer shall pay the same monthly contribution for each member enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$4.16 per month which reflects one hundred percent (100%) of the premium and administrative fee.

C. Effective July 1, 2014

Effective July 1, 2014 for plan year 2014-2015, with the exception of items 1a., 2a., 3a., and 4., which shall be the dollar amounts noted, Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus sixty percent (60%) of all administrative fees.

1. The amounts paid by Employer shall be based on the plan year 2014-2015 final monthly premium rates established by the Trust

Fund for each Employee-Beneficiary with no dependent beneficiaries enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical & chiro) \$218.38
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug & chiro)
  - (1) HMSA
  - (2) Royal State
- e. Drug Plan

Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen.

2. The amounts paid by Employer shall be based on the plan year 2014-2015 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical & chiro) \$525.10
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug & chiro)
  - (1) HMSA
  - (2) Royal State
- e. Drug Plan

Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.

3. The amounts paid by Employer shall be based on the plan year 2014-2015 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical & chiro) \$674.28
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug & chiro)
  - (1) HMSA
  - (2) Royal State
- e. Drug Plan

Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, Employer shall pay no more than \$4.12 per month which reflects one hundred (100%) of all administrative fees.

D. Effective July 1, 2015

Effective July 1, 2015 for plan year 2015-2016, with the exception of items 1a., 2a., 3a., and 4., which shall be the dollar amounts noted, Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus sixty percent (60%) of all administrative fees.

1. The amounts paid by Employer shall be based on the plan year 2015-2016 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent beneficiaries enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical & chiro) \$228.38
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug & chiro)
  - (1) HMSA
  - (2) Royal State
- e. Drug Plan

Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen.

2. The amounts paid by Employer shall be based on the plan year 2015-2016 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical & chiro) \$545.10
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug & chiro)
  - (1) HMSA

- (2) Royal State
- e. Drug Plan

Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.

3. The amounts paid by Employer shall be based on the plan year 2015-2016 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical & chiro) \$704.28
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug & chiro)
  - (1) HMSA
  - (2) Royal State
- e. Drug Plan

Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay no more than \$4.12 per month which reflects one hundred (100%) of all administrative fees.

E. Effective July 1, 2016

Effective July 1, 2016 for plan year 2016-2017, with the exception of items 1a., 2a., 3a., and 4., which shall be the dollar amounts noted, Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus sixty percent (60%) of all administrative fees.

1. The amounts paid by Employer shall be based on the plan year 2016-2017 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent beneficiaries enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical & chiro) \$238.38
- b. Dental

- c. Vision
- d. Dual coverage (medical, drug & chiro)
  - (1) HMSA
  - (2) Royal State
- e. Drug Plan

Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen.

2. The amounts paid by Employer shall be based on the plan year 2016-2017 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical & chiro) \$565.10
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug & chiro)
  - (1) HMSA
  - (2) Royal State
- e. Drug Plan

Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.

3. The amounts paid by Employer shall be based on the plan year 2016-2017 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical & chiro) \$734.28
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug & chiro)
  - (1) HMSA
  - (2) Royal State
- e. Drug Plan

Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.



4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, Employer shall pay no more than \$4.12 per month which reflects one hundred (100%) of all administrative fees.

F. No later than three (3) weeks after the Trust Fund Board formally establishes and adopts the final premium rates for Fiscal Years 2014-2015, 2015 – 2016, 2016 – 2017, the Office of Collective Bargaining shall distribute the final calculation of the Employer's monthly contribution amounts for each health benefit plan.





## FOR ACTION

**MOTION:** To **(1)** Approve the Hawaii Public Housing Authority's Amended Moving to Work Supplement for the Current Fiscal Year 2025; and **(2)** Authorize the Executive Director to Take the Required Actions to Submit the Amended Moving to Work Supplement for Fiscal Year 2025 to the U.S. Department of Housing and Urban Development

### I. FACTS

- A. All public housing agencies (PHA) administering federal public housing and/or Section 8 Housing Choice Vouchers (HCV) are required to submit an Annual PHA Plan to the U.S. Department of Housing and Urban Development (HUD). This requirement was established by the Quality Housing and Work Responsibility Act of 1998 and later amended by the Housing and Economic Recovery Act of 2008.
- B. Pursuant to the Moving to Work (MTW) Operations Notice (Notice PIH 2021-03), all PHAs participating in the MTW Demonstration Program Expansion must submit an MTW Supplement to HUD as an addendum to their Annual PHA Plans. The MTW Supplement provides HUD, program participants, and the public with information on all active MTW policies and activities during the upcoming fiscal year. HUD also uses the MTW Supplement to monitor and evaluate the effectiveness of a PHA's MTW policies and activities.
- C. On July 8, 2024, HUD approved the HPHA's current MTW Supplement for Fiscal Year 2025, covering the period from July 1, 2024 through June 30, 2025. Subsequently, the HPHA proposed several amendments to the approved MTW Supplement.
- D. A public hearing to amend an MTW Supplement is required under Section 7.a.ii. of the MTW Operations Notice. Public notice of the hearing was approved by the Board of Directors on November 21, 2024, and published in the Honolulu Star-Advertiser, The Garden Island, The Maui News, West Hawaii Today, and Hawaii Tribune Herald on November 29, 2024.
- E. A public hearing was held in-person and online on January 13, 2025. Meetings with the Resident Advisory Board (RAB) to discuss the proposed amendments to the MTW Supplement were also held on November 12, 2024, and January 14, 2025.

- F. The HPHA's Amended MTW Supplement for Fiscal Year 2025 must be reviewed for approval by the HUD Honolulu Field Office.

## II. DISCUSSION

- A. The HPHA proposed the following amendments in the Amended MTW Supplement for Fiscal Year 2025 related to the Project-Based Voucher (PBV) Program:

- 1. Adopt MTW Activity Waiver 9.a. which would allow the HPHA to project-base up to the lower of 50% of total authorized HCV units or its annual budget authority. Under existing federal regulations, a PHA can only project-base up to 20% of its authorized voucher unit. As of February 1, 2025, the HUD Program Analysis Tool reports that 499 out of 4,397 (about 11.35%) of the HPHA's authorized voucher units are project-based.

The HPHA does not intend to project-base up to the 50% limit allowed for under this MTW Waiver. Rather, the waiver will improve the agency's ability to take advantage of opportunities to preserve existing affordable units and incentivize new construction in the future.

- 2. Adopt MTW Activity Waiver 9.b. which would allow the HPHA to raise the PBV cap for a single housing project up to 100% of total units. Normally, a PHA can only project-base up to the greater of 25% of total units or 25 units at a housing project. The HPHA does not intend to project-base rental assistance for 100% of total units at any particular housing project as it conflicts with the agency's overarching redevelopment goal of deconcentrating poverty at assisted housing projects.

This waiver will allow the HPHA and its development partners to utilize additional PBVs as necessary for the purposes of improving the financial outlook and viability of a development project.

- 3. Adopt MTW Activity Waiver 9.g. which would allow the HPHA to develop a local process for determining the initial and future rent to an owner. Normally, the contract rent for PBV-assisted units may not exceed the lower of 110% of the applicable Small Area Fair Market Rent (SAFMR) minus any utility allowance, or the reasonable rent. Under this activity, the HPHA may set the contract rent at the lower of 120% of SAFMR minus any utility allowance, or the reasonable rent.

This waiver will allow the HPHA to better respond to local rental market conditions if the HUD-published SAFMRs become inaccurate due to significant intra-year changes to local rental market conditions.

- B. HPHA staff considered all testimony received prior to and at the public hearing along with the recommendations of the RAB, as required by the MTW Operations Notice. After a thorough review of the comments received during the public hearing process and the RAB's recommendations, no substantive changes were made to the Amended MTW Supplement for Fiscal Year 2025.
- C. The Amended MTW Supplement for Fiscal Year 2025 is attached as Attachment A and will be submitted to HUD upon final approval by the Board of Directors.
- D. The HPHA will continue discussions with the RAB regarding the implementation of all MTW waivers and activities included in the Amended MTW Supplement for Fiscal Year 2025 following its approval by the Board of Directors and HUD.

### III. RECOMMENDATION

That the Board of Directors **(1)** Approve the Hawaii Public Housing Authority's Amended Moving to Work Supplement for the Current Fiscal Year 2025; and **(2)** Authorize the Executive Director to Take the Required Actions to Submit the Amended Moving to Work Supplement for Fiscal Year 2025 to the U.S. Department of Housing and Urban Development

Attachment A: Amended MTW Supplement for Fiscal Year 2025 (July 1, 2024 – June 30, 2025)

Prepared by: Benjamin Park, Chief Planner BP

Approved by the Board of Directors  
on the date set forth above  
 As Presented  As Amended

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Robert J. Hall  
Chairperson

|  |   |  |
|--|---|--|
| <b>MTW Supplement to the Annual PHA Plan</b> | <b>U.S. Department of Housing and Urban Development<br/>Office of Public and Indian Housing</b> | <b>OMB No. 2577-0226<br/>Expires: 03/31/2024</b> |
|--|---|--|

**Purpose.** The Moving to Work (MTW) Supplement to the Annual PHA Plan informs HUD, families served by the PHA, and members of the public, about the MTW Waivers and associated activities that the MTW agency seeks to implement in the coming Fiscal Year and updates the status of MTW activities that have been previously approved. It also provides information about Safe Harbor Waivers, Agency-Specific Waivers, compliance with MTW statutory requirements, and evaluations. The MTW Supplement does not replace the PHA Plan. MTW agencies must continue to submit the applicable PHA Plan. MTW agencies that are not required to submit annual PHA Plans under the Housing and Economic Recovery Act of 2008 (HERA) must submit the MTW Supplement annually, in addition to holding public hearings, obtaining board approval, and consulting with Resident Advisory Boards (RABs) and tenant associations, as applicable, on planned MTW activities.

**Applicability.** Form HUD-50075-MTW is to be completed annually by all MTW agencies brought onto the MTW Demonstration Program pursuant to Section 239 of the Fiscal Year 2016 Appropriations Act, P.L. 114-113 (2016 MTW Expansion Statute) or legacy MTW agencies<sup>1</sup> that chose to follow the requirements of the MTW Operations Notice.

**Definitions.** All terms used in this MTW Supplement are consistent with the definitions stated in the MTW Operations Notice, including:

- (1) **Local, Non-Traditional Activities (LNT)** – Those MTW activities that use MTW funding flexibility outside of the Housing Choice Voucher (HCV) and public housing programs established in Sections 8 and 9 of the U.S. Housing Act of 1937.
- (2) **Safe Harbors** – The additional parameters or requirements, beyond those specified in the MTW activity description itself found in the MTW Operations Notice, following each activity description, that the MTW agency must follow in implementing MTW activities.
- (3) **Substantially the Same Requirement** – A statutory MTW requirement that MTW agencies must continue to assist substantially the same total number of eligible low-income families as would have been served absent the MTW demonstration.

|  |                         |
|--|-------------------------|
| <b>A.</b>  | <b>PHA Information.</b> |
| <p><b>PHA Name:</b> <u>Hawaii Public Housing Authority</u><br/> <b>PHA Code:</b> <u>HI001</u><br/> <b>MTW Supplement for PHA Fiscal Year Beginning:</b> (MM/DD/YYYY): <u>07/01/2024</u><br/> <b>PHA Program Type:</b> <input type="checkbox"/> Public Housing (PH) only <input type="checkbox"/> Housing Choice Voucher (HCV) only <input checked="" type="checkbox"/> Combined<br/> <b>MTW Cohort Number:</b> <u>3</u><br/> <b>MTW Supplement Submission Type:</b> <input type="checkbox"/> Annual Submission <input checked="" type="checkbox"/> Amended Annual Submission</p> |                         |

|  |                   |
|--|-------------------|
| <b>B.</b>  | <b>Narrative.</b> |
| <p><b>MTW Supplement Narrative.</b></p> <p>The narrative provides the MTW agency with an opportunity to explain to the public, including the families that it serves, its MTW plans for the fiscal year and its short and long-term goals.</p> <p>The MTW agency should provide a description of how it seeks to further the three MTW statutory objectives during the coming Fiscal Year. Those three MTW statutory objectives are: (1) to reduce cost and achieve greater cost effectiveness in federal expenditures; (2) to give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and (3) to increase housing choices for low-income families.</p> <hr/> <p>The Hawaii Public Housing Authority's (HPHA) long-term goal is to use its Moving to Work (MTW) designation to become a more proactive, innovative agency that can identify, develop, and implement housing policies that achieve the statutory objectives of the MTW Demonstration Program.</p> |                   |

<sup>1</sup> Legacy MTW Agencies are agencies that were designated as MTW as of December 15, 2015.

The HPHA was designated an MTW expansion agency as part of the landlord incentive cohort in January 2022. The HPHA's Landlord Incentive Program (LIP) was established later that year following the enactment of Act 287, Session Laws of Hawaii 2022. The Act provided State funding for vacancy loss payments, signing bonus payments, and tenant-caused damage reimbursements. The goal of the LIP is to incentivize greater landlord participation in the HPHA's voucher programs, thereby increasing housing choice for low-income families. In our MTW Supplement for FY 2023, the HPHA requested and received HUD's approval to continue the provision of vacancy loss and signing bonus payments using MTW funds.

The HPHA amended its MTW Supplement for FY 24 to request MTW Waiver 3.b. to perform biennial reexaminations of families participating in our Housing Choice Voucher (HCV) Program. The goal of this activity is to improve family self-sufficiency by incentivizing working members to increase their income during a new two-year reexamination cycle. The activity is also meant to reduce administrative burden on staff and residents as well as generate cost savings for the agency. The Amended MTW Supplement for FY 2024 was approved by HUD on March 29, 2024. The HPHA has amended its Administrative Plan and Chapter 17-2031, Hawaii Administrative Rules (HAR), to be able to carry out this activity. The HPHA is currently updating the software used for reexaminations in preparation for implementation of the activity. Once all software issues are resolved, the HPHA will move a family to a biennial reexamination schedule at the family's next annual reexamination.

The MTW Supplement for FY 25 was approved by HUD on July 8, 2024. The HPHA requested MTW Waiver 4.b. to provide tenant-caused damage reimbursements using MTW funding flexibilities. The LIP Administrative Rules have already been adopted. The HPHA also requested MTW Waiver 3.a. to perform biennial reexaminations in the Low-Income Public Housing (LIPH) Program. The HPHA hopes to achieve greater cost efficiency within the LIPH Program by reducing the administrative burden associated with processing annual reexaminations. The second goal for this activity is to incentive working families to raise their incomes, thereby increasing self-sufficiency. The HPHA will adopt amendments to its Admissions and Occupancy Policy (ACOP) and Chapter 17-2028, HAR, in order to implement biennial reexaminations in conjunction with amendments to implement HOTMA Sections 102 and 104. Finally, the HPHA requested MTW Waiver 2.a. to set payment standards between 90% and 120% of the applicable Small Area Fair Market Rents. The first goal of this activity is to increase rental assistance provided in neighborhoods where a significant percentage of assisted families are rent burdened. The second goal of this activity is to promote the deconcentration of poverty by increasing housing choice for low-income families in high-opportunity neighborhoods.

The HPHA is amending the MTW Supplement for FY 25 to request three additional waivers related to the Project-Based Voucher Program. Under MTW Waiver 9.a., the HPHA may increase the number of authorized units that can be project-based up to 50% of the agency's total authorized HCV units or annual budget authority. Under MTW Waiver 9.b., the HPHA may increase the amount of non-excepted dwelling units at a single covered project up to 100%. Under MTW Waiver 9.g., the initial and redetermined contract rents for a PBV project could be set up to the lower of (a) 110% of the applicable SAFMR minus any utility allowance, or (b) the reasonable rent. The HPHA will utilize each waiver to achieve the MTW statutory objective of increasing housing choice for low-income families. The HPHA has found that many families struggle to use tenant-based vouchers due to the extreme scarcity of rental housing as well as property owners' reluctance to participate. By committing more vouchers to affordable properties, the HPHA can ensure that assisted units will be available exclusively to voucher families. The ability to expand the PBV Program will also support the agency's ongoing and future development efforts by enabling the provision of hundreds of new affordable units within our community.

### **Activities Currently Implemented**

- **HPHA Activity 23-01:** Front-End Vacancy Loss Payments (Cohort Waiver<sup>2</sup> 4.2.);
- **HPHA Activity 23-03:** Vacancy Loss Payments (MTW Waiver 4.a.); and
- **HPHA Activity 23-04:** Signing Bonus Payments (MTW Waiver 4.c.).

### **Activities Pending Implementation**

- **HPHA Activity 23-02:** Waiver of Mandatory Initial Inspection (Cohort Waiver<sup>2</sup> 4.1.); and
- **HPHA Activity 24-05:** Biennial Reexaminations for HCV (MTW Waiver 3.b.);
- **HPHA Activity 25-06:** Damage Reimbursement Payments (MTW Waiver 4.b.);
- **HPHA Activity 25-07:** Biennial Reexaminations for Public Housing (MTW Waiver 3.a.); and

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<sup>2</sup> Cohort-specific waivers are not reported on in the MTW module of HUD's Housing Information Portal.



- **HPHA Activity 25-08:** Increase Payment Standards (MTW Waiver 2.a.).

**Waivers Requested for FY 25**

- **HPHA Activity 25-09:** Increase PBV Program Cap (MTW Waiver 9.a.);
- **HPHA Activity 25-10:** Increase PBV Project Cap (MTW Waiver 9.b.); and
- **HPHA Activity 25-11:** Increase PBV Rent to Owner (MTW Waiver 9.g.).

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| <b>C.</b> | <b>MTW Waivers and Associated Activities.</b> |
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**Currently Implementing:**

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| <b>HPHA Activity 23-03: Vacancy Loss Payments (MTW Waiver 4.a.)</b>  |   |
| <b>Core Questions:</b>   |   |
| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>                        | <p>The HPHA provides a landlord an incentive payment equal to one month’s rent for a dwelling unit vacancy if the landlord rents to another voucher holder. Payment is only made after the landlord enters into a new HAP contract with the HPHA. A landlord may not receive an incentive payment if the preceding vacancy was caused by (1) a failure to comply with federal or State nondiscrimination laws, (2) a violation of the landlord-tenant code set forth in Chapter 521, Hawaii Revised Statutes, or (3) any breach of the terms and conditions of the previous HAP contract.</p> <p>The goal of this activity is to increase and retain landlord participation in the HCV Program, thereby increasing housing choice for low-income families and decreasing the average dwelling unit search time for voucher holders.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p><input type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing choice</p>   |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>                                 | <p><input type="checkbox"/> Neutral (no cost implications)</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input checked="" type="checkbox"/> Increased expenditures</p> <p><input type="checkbox"/> Decreased expenditures</p>   |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p> | <p><input type="checkbox"/> The MTW activity applies to all assisted households</p> <p><input checked="" type="checkbox"/> The MTW activity applies only to a subset or subsets of assisted households</p>  |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>                | <p><input type="checkbox"/> New admissions (i.e., applicants) only</p> <p><input type="checkbox"/> Currently assisted households only</p> <p><input checked="" type="checkbox"/> New admissions and currently assisted households</p>   |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p><input checked="" type="checkbox"/> The MTW activity applies to all family types</p> <p><input type="checkbox"/> The MTW activity applies only to selected family types</p>  |

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|  | <input type="checkbox"/> Other – another specifically defined target population or populations   |
| <b>Location.</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?   | <b>For HCV activities:</b><br><input checked="" type="checkbox"/> The MTW activity applies to all tenant-based units<br><input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers<br><input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers  |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No   |
| Does this MTW activity require a hardship policy?  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Already provided  |
| Does the MTW activity require an impact analysis?  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Already provided  |
| Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.   | <p>In December 2022, the HPHA hired a full-time Landlord Liaison to operate the Landlord Incentive Program (LIP). The HPHA held multiple meetings with community stakeholders, current tenants, landlords, and advocacy groups to solicit feedback on each LIP activity. Staff also created training and informational materials that were published online and distributed to current and potential landlords. Amendments to include this activity in the LIP Administrative Rules were adopted in March 2023. The HPHA began offering this incentive payment in June 2023.</p> |
| <b>Custom Questions:</b>   |  |
| Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in a low-poverty neighborhood, or units/landlords new to the HCV program)? | <input checked="" type="checkbox"/> To all units<br><input type="checkbox"/> Certain types of units only   |
| What is the maximum payment that can be made to a landlord under this policy?  | <p>A landlord may not receive an amount in excess of one month’s rent for a dwelling unit. There is no limit on how many times a landlord may qualify for vacancy loss payments, so long as the dwelling unit is rented to another voucher holder immediately following the vacancy of another participating family.</p>   |
| How many payments were issued under this policy in the most recently completed PHA fiscal year?  | 0  |
| What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?  | \$0.00   |

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| <b>HPHA Activity 23-04:</b> | <b>Signing Bonus Payments (MTW Waiver 4.c.)</b> |
| <b>Core Questions:</b>      |   |

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| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>                        | <p>The HPHA provides a signing bonus to landlords who rent their dwelling units to a voucher holder for the first time. equal to one month’s rent. The signing bonus is equal to one month’s rent for the dwelling unit. Payment is only made after the landlord enters into a new HAP contract with the HPHA. The dwelling unit must be located in a “high opportunity area” or in “areas located where vouchers are difficult to use” to qualify. Landlords may only receive one signing bonus per dwelling unit. If there is a change in the ownership of an assisted dwelling unit, the new landlord may qualify for a signing bonus.</p> <p>The goal of this activity is to increase landlord participation in the HCV Program, thereby increasing housing choice for low-income families and decreasing the average dwelling unit search time for voucher holders.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p><input type="checkbox"/> Cost effectiveness<br/> <input type="checkbox"/> Self-sufficiency<br/> <input checked="" type="checkbox"/> Housing choice</p>  |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>                                 | <p><input type="checkbox"/> Neutral (no cost implications)<br/> <input type="checkbox"/> Increased revenue<br/> <input type="checkbox"/> Decreased revenue<br/> <input checked="" type="checkbox"/> Increased expenditures<br/> <input type="checkbox"/> Decreased expenditures</p>  |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p> | <p><input type="checkbox"/> The MTW activity applies to all assisted households<br/> <input checked="" type="checkbox"/> The MTW activity applies only to a subset or subsets of assisted households</p>   |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>                | <p><input checked="" type="checkbox"/> New admissions (i.e., applicants) only<br/> <input type="checkbox"/> Currently assisted households only<br/> <input type="checkbox"/> New admissions and currently assisted households</p>  |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p><input checked="" type="checkbox"/> The MTW activity applies to all family types<br/> <input type="checkbox"/> The MTW activity applies only to selected family types<br/> <input type="checkbox"/> Other – another specifically defined target population or populations</p>   |
| <p><b>Location.</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p>  | <p><b>For HCV activities:</b><br/> <input checked="" type="checkbox"/> The MTW activity applies to all tenant-based units<br/> <input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers<br/> <input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers</p>   |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>  | <p><input type="checkbox"/> Yes<br/> <input checked="" type="checkbox"/> No</p>  |
| <p>Does this MTW activity require a hardship policy?</p>   | <p><input type="checkbox"/> Yes<br/> <input checked="" type="checkbox"/> No<br/> <input type="checkbox"/> Already provided</p>   |
| <p>Does the MTW activity require an impact analysis?</p>   | <p><input type="checkbox"/> Yes</p>  |

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|  | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Already provided  |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.   | In December 2022, the HPHA hired a full-time Landlord Liaison to operate the Landlord Incentive Program (LIP). The HPHA held multiple meetings with community stakeholders, current tenants, landlords, and advocacy groups to solicit feedback on each LIP activity. Staff also created training and informational materials that were published online and distributed to current and potential landlords. Amendments to include this activity in the LIP Administrative Rules were adopted in March 2023. The HPHA began offering this incentive payment in June 2023.  |
| <b>Custom Questions:</b>   |  |
| Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in a low-poverty neighborhood, or units/landlords new to the HCV program)? | <input type="checkbox"/> To all units<br><input checked="" type="checkbox"/> Certain types of units only<br><br>What type of units does this policy apply to?<br><input type="checkbox"/> Accessible units<br><input checked="" type="checkbox"/> Units in particular types of areas or neighborhoods.<br>Please describe these areas briefly:<br><br>Signing bonus payments are available to new landlords with dwelling units in "high opportunity areas" or in "areas located where vouchers are difficult to use" (§S8-10, HAR). Currently, both terms are defined as "the island of Oahu."<br><br><input type="checkbox"/> Units/landlords new to the HCV program<br><input type="checkbox"/> Other. Please describe briefly: |
| What is the maximum payment that can be made to a landlord under this policy?  | Up to one month's rent. A landlord may qualify for this payment only once for each newly enrolled dwelling unit.   |
| How many payments were issued under this policy in the most recently completed PHA fiscal year?  | 3  |
| What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?  | \$7,994.00.  |

**Pending Implementation:**

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| <b>HPHA Activity 24-05: Biennial Reexaminations for HCV (MTW Waiver 3.b.)</b>  |   |
| <b>Core Questions:</b>   |   |
| <b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative. | <p>The HPHA will conduct regularly scheduled reexaminations of HCV families biennially (i.e., every other year). This activity was approved as part of the HPHA's Amended MTW Supplement for FY 2024.</p> <p>The HPHA's Board of Directors approved amendments to the Administrative Plan to allow for biennial reexaminations in April 2024. Similar provisions were included in Chapter</p> |

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|  | <p>17-2031, Hawaii Administrative Rules (HAR), which governs the HPHA's voucher programs. These changes were made effective in June 2024 following approval by the Governor and their filing with the Lieutenant Governor's Office. The HPHA is currently working with Emphasys (software vendor) to update the software used to process reexaminations.</p> <p>Once the activity is ready to be implemented, the HPHA will begin transitioning families to the biennial reexamination schedule as their next annual reexaminations come up. As families transition to the new schedule, the HPHA will also begin using the updated Release of Information (HUD-9886-A) which shall be valid until a family member revokes their consent or leaves the HCV Program.</p> <p>In accordance with the Administrative Plan, the HPHA will mitigate fraud and abuse by generating and reviewing Income Discrepancy Reports in EIV on a monthly basis, discuss program compliance and integrity issues during briefing sessions with tenants, and place key warnings about the penalties of fraud on HPHA forms and form letters. The HPHA will also regularly remind tenants that corrective action will be taken if income is hidden or concealed during the income determination process.</p> <p>The first goal of this activity is to promote program cost-effectiveness by alleviating the administrative burden associated with an annual reexamination cycle. The second goal is to incentivize families to increase their income between biennial reexaminations, thereby increasing self-sufficiency.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p>(Check at least one)</p> <p><input checked="" type="checkbox"/> Cost effectiveness</p> <p><input checked="" type="checkbox"/> Self-sufficiency</p> <p><input type="checkbox"/> Housing choice</p>  |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>                                 | <p><input type="checkbox"/> Neutral (no cost implications)</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input type="checkbox"/> Increased expenditures</p> <p><input checked="" type="checkbox"/> Decreased expenditures</p>   |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p> | <p><input checked="" type="checkbox"/> The MTW activity applies to all assisted households</p> <p><input type="checkbox"/> The MTW activity applies only to a subset or subsets of assisted households</p>  |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>                | <p><input type="checkbox"/> New admissions (i.e., applicants) only</p> <p><input checked="" type="checkbox"/> Currently assisted households only</p> <p><input type="checkbox"/> New admissions and currently assisted households</p>   |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p><input checked="" type="checkbox"/> The MTW activity applies to all family types</p> <p><input type="checkbox"/> The MTW activity applies only to selected family types</p>  |

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| <p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For HCV activities:</b><br/>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p> | <p><b>For HCV activities:</b></p> <p><input checked="" type="checkbox"/> The MTW activity applies to all tenant-based units</p> <p><input checked="" type="checkbox"/> The MTW activity applies to all properties with project-based vouchers</p> <p><input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers</p> |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>   | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>   |
| <p>Does this MTW activity require a hardship policy?</p>  | <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Already provided</p> <p><b>See Attachment A: Hardship Policy.</b></p>   |
| <p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>  | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>   |
| <p>Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?</p>   | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>   |
| <p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p>  | <p>0</p>  |
| <p>Does the MTW activity require an impact analysis?</p>  | <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Already provided</p> <p><b>See Attachment B: Impact Analyses.</b></p>   |
| <p>Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)</p>   | <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>The Impact Analysis also applies to HPHA Activity 25-08 (MTW Waiver 2.a.).</p>   |
| <p>Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.</p>   | <p>N/A. This activity is still pending implementation. See Narrative section above.</p>   |
| <p><b>Custom Questions:</b></p>   |   |
| <p>What is the recertification schedule?</p>  | <p><input checked="" type="checkbox"/> Once every two years</p> <p><input type="checkbox"/> Once every three years</p> <p><input type="checkbox"/> Other. Please describe:</p>  |
| <p>How many interim recertifications per year may a household request?</p>  | <p><input type="checkbox"/> 0</p> <p><input type="checkbox"/> 1</p> <p><input checked="" type="checkbox"/> 2 or more</p>  |

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| <p>Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.</p> | <p>The HPHA will not change its current interim reexamination policy or limit the number of interim adjustments a family may request. All families will still be required to report any change to income or household composition that occurs between biennial reexaminations.</p> <p>If a change to income or household composition occurs, the HPHA shall determine whether an interim reexamination is needed based upon the PHA policies established in the Administrative Plan and Chapter 17-2031, HAR. The HPHA will perform an interim reexamination for any reported decrease in income. For changes which increase income that are reported timely (i.e., within 10 days of the change becoming effective), the HPHA will not process an interim reexamination. For changes which increase annual income that are NOT reported timely, the HPHA will process an interim reexamination and increase rent retroactive to the first day of the month after the change occurred. Changes to household composition will also require a reexamination.</p> <p>Upon implementation of HOTMA Sections 102 and 104, the HPHA will enforce the new mandatory interim reexamination policies. The HPHA will process non-interim reexamination transactions for any changes to family or household composition which do not cause adjusted income to rise or fall beyond the thresholds established by the HPHA and/or HUD. With regard to the discretionary interim reexamination policies PHAs may adopt under HOTMA, the HPHA intends to update its Administrative Plan and Chapter 17-2031, HAR, to (1) apply earned income increases to the adjusted income increase threshold if a previous interim reexamination takes place; and (2) conduct an interim reexamination for all adjusted income decreases. The proposed discretionary policies are subject to change if further analysis shows they could have a detrimental effect on program operations, efficiency, or finances. All future interim reexamination policies will be provided to the HPHA's Board of Directors, the Resident Advisory Board, and the general public prior to their final approval and implementation.</p> |
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| <p><b>HPHA Activity 25-06:                      Damage Reimbursement Payments (MTW Waiver 4.b.)</b></p>   |   |
| <p><b>Core Questions:</b></p>   |   |
| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p> | <p>The HPHA will provide reimbursement payments to landlords for tenant-caused damages in an amount not to exceed the lesser of the cost of repairs or two months of contract rent. The reimbursement will only be provided for expenses that exceed the assisted family's security deposit. Additionally, the reimbursement will only be made after a new HAP contract is executed for the dwelling unit. The HPHA has already amended its Administrative Plan and the LIP Administrative Rules to be able to provide damage reimbursement payments.</p> |



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|   | <p>Landlords are required to submit receipts, invoices, and other documentation that shows the nature, extent, and cost of repairs. The HPHA reserves the right to require an initial inspection of damages and a follow-up inspection after repairs are complete.</p> <p>This activity is meant to assuage landlord concerns about renting to Section 8 voucher holders. If successful, this activity will help the HPHA be able to recruit and retain more landlords, thereby increasing housing choice for low-income families.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>   | <p><input type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing choice</p>  |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>  | <p><input type="checkbox"/> Neutral (no cost implications)</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input checked="" type="checkbox"/> Increased expenditures</p> <p><input type="checkbox"/> Decreased expenditures</p>  |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>  | <p><input checked="" type="checkbox"/> The MTW activity applies to all assisted households</p> <p><input type="checkbox"/> The MTW activity applies only to a subset or subsets of assisted households</p>   |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>   | <p><input type="checkbox"/> New admissions (i.e., applicants) only</p> <p><input checked="" type="checkbox"/> Currently assisted households only</p> <p><input type="checkbox"/> New admissions and currently assisted households</p>  |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>   | <p><input checked="" type="checkbox"/> The MTW activity applies to all family types</p> <p><input type="checkbox"/> The MTW activity applies only to selected family types</p>   |
| <p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For HCV activities:</b><br/>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p> | <p><b>For HCV activities:</b></p> <p><input checked="" type="checkbox"/> The MTW activity applies to all tenant-based units</p> <p><input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers</p> <p><input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers</p>   |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>   | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>  |
| <p>Does this MTW activity require a hardship policy?</p>  | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Already provided</p>   |
| <p>Does the MTW activity require an impact analysis?</p>  | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Already provided</p>   |

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| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.   | N/A. This activity will be implemented in FY 2025.   |
| <b>Custom Questions:</b>   |  |
| Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in a low-poverty neighborhood, or units/landlords new to the HCV program)? | <input checked="" type="checkbox"/> To all units<br><input type="checkbox"/> Certain types of units only |
| What is the maximum payment that can be made to a landlord under this policy?  | The lesser of the cost of repairs or two months of contract rent, but no more than \$3,000 total.        |
| How many payments were issued under this policy in the most recently completed PHA fiscal year?  | N/A. This activity will be implemented during FY 25.   |
| What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?  | N/A. This activity will be implemented during FY 25.   |

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| <b>HPHA Activity 25-07: Biennial Reexaminations for Public Housing (MTW Waiver 3.a.)</b>  |   |
| <b>Core Questions:</b>  |   |
| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p> | <p>The HPHA will conduct regularly scheduled reexaminations of public housing households biennially (i.e., every other year). The HPHA will NOT perform biennial reexaminations for families who are determined to be over-income, pursuant to 24 CFR §960.507 and Section 103 of HOTMA.</p> <p>Before implementing this activity, the HPHA must amend its Admissions and Continued Occupancy Policy (ACOP) and Chapter 17-2028, Hawaii Administrative Rules (HAR). The HPHA must also work with Emphasys (software vendor) to update the software used to process reexaminations. Updates to the HAR generally take four months to complete. In the coming months, the HPHA will also need to update Chapter 17-2028, HAR, to implement new policies set forth in HOTMA Sections 102 and 104. The HPHA is planning to implement all HOTMA income and asset policies on the implementation deadline (i.e., currently January 1, 2025). Based on our current projected timeline, proposed amendments to the ACOP and Chapter 17-2028, HAR, will be submitted to the Board of Directors in August 2024. Once these steps are complete, the HPHA will begin transitioning families to a biennial reexamination schedule as their next annual reexaminations come up.</p> <p>As families transition to the new schedule, the HPHA will begin using the updated Release of Information (HUD-9886-A) which is valid until a family member revokes their consent or leaves the Program.</p> <p>The HPHA will mitigate fraud and abuse by generating and reviewing Income Discrepancy Reports in EIV on a monthly basis, discuss program compliance and integrity issues during briefing sessions with residents, and place key</p> |

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|  | <p>warnings about the penalties of fraud on HPHA forms and form letters. The HPHA will also regularly remind tenants that corrective action will be taken if income is hidden or concealed during the income determination process.</p> <p>The first goal of this activity is to promote program cost-effectiveness by alleviating the administrative burden associated with an annual reexamination cycle. The second goal is to incentivize families to increase their income between biennial reexaminations, thereby increasing self-sufficiency.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p><input checked="" type="checkbox"/> Cost effectiveness<br/> <input checked="" type="checkbox"/> Self-sufficiency<br/> <input type="checkbox"/> Housing choice</p>  |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>   | <p><input type="checkbox"/> Neutral (no cost implications)<br/> <input type="checkbox"/> Increased revenue<br/> <input checked="" type="checkbox"/> Decreased revenue<br/> <input type="checkbox"/> Increased expenditures<br/> <input type="checkbox"/> Decreased expenditures</p>   |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>   | <p><input checked="" type="checkbox"/> The MTW activity applies to all assisted households<br/> <input type="checkbox"/> The MTW activity applies only to a subset or subsets of assisted households</p>  |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>  | <p><input type="checkbox"/> New admissions (i.e., applicants) only<br/> <input checked="" type="checkbox"/> Currently assisted households only<br/> <input type="checkbox"/> New admissions and currently assisted households</p>   |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p><input checked="" type="checkbox"/> The MTW activity applies to all family types<br/> <input type="checkbox"/> The MTW activity applies only to selected family types</p>  |
| <p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For PH activities:</b><br/>Does the MTW activity apply to all public housing developments?</p> | <p><b>For PH activities:</b><br/> <input checked="" type="checkbox"/> The MTW activity applies to all developments<br/> <input type="checkbox"/> The MTW activity applies to specific developments</p>  |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>  | <p><input type="checkbox"/> Yes<br/> <input checked="" type="checkbox"/> No</p>   |
| <p>Does this MTW activity require a hardship policy?</p>   | <p><input checked="" type="checkbox"/> Yes<br/> <input type="checkbox"/> No<br/> <input type="checkbox"/> Already provided</p> <p><b>See Attachment A: Hardship Policy.</b></p>   |
| <p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>   | <p><input type="checkbox"/> Yes<br/> <input checked="" type="checkbox"/> No</p>   |

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| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No  |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?  | 0   |
| Does the MTW activity require an impact analysis?  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> Already provided<br><br><b>See Attachment B: Impact Analyses.</b>  |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.) | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No  |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.   | N/A. This activity will be implemented in FY 2025.  |
| <b>Custom Questions:</b>   |   |
| What is the recertification schedule?  | <input checked="" type="checkbox"/> Once every two years<br><input type="checkbox"/> Once every three years<br><input type="checkbox"/> Other. Please describe:   |
| How many interim recertifications per year may a household request?  | <input type="checkbox"/> 0<br><input type="checkbox"/> 1<br><input checked="" type="checkbox"/> 2 or more   |
| Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.  | <p>The HPHA will not change its current interim reexamination policy or limit the number of interim adjustments a family may request. All families will still be required to report any change to income or household composition that occurs between biennial reexaminations.</p> <p>If a change to income or household composition occurs, the HPHA shall determine whether an interim reexamination is needed based upon the PHA policies established in the ACOP and Chapter 17-2028, HAR. The HPHA will perform an interim reexamination for all reported changes which decrease annual income. The HPHA will perform an interim reexamination for all changes which increase annual income by \$2,400 or more (i.e., \$200 or more per month). Changes to household composition will also require a reexamination.</p> <p>Upon implementation of HOTMA Sections 102 and 104, the HPHA will enforce the new mandatory interim reexamination policies. The HPHA will process non-interim reexamination transactions for any changes to family or household composition which do not cause adjusted income to rise or fall beyond the thresholds established by the HPHA and/or HUD. With regard to the discretionary interim reexamination policies PHAs may adopt under HOTMA, the HPHA intends to update its ACOP and</p> |

Chapter 17-2028, HAR, to (1) not apply earned income increases to the adjusted income increase threshold in all circumstances; and (2) conduct an interim reexamination for all adjusted income decreases. The proposed discretionary policies are subject to change if further analysis shows they could have a detrimental effect on program operations, efficiency, or finances. All future interim reexamination policies will be provided to the HPHA's Board of Directors, the Resident Advisory Board, and the general public for review prior to their final approval and implementation.

**HPHA Activity 25-08: Increase Payment Standards (MTW Waiver 2.a.)**

**Core Questions:**

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| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>                        | <p>The payment standards for a zip code may be set between 90% to 120% of the applicable SAFMR. This activity will be used to deconcentrate poverty by increasing housing choice in high-opportunity neighborhoods as well as provide a deeper level of subsidy in areas of our jurisdiction with high rates of rent-burdened families. Additionally, having the flexibility to set higher payment standards for dwelling units with more bedrooms can reduce search times and increase the voucher success rate for larger-sized families. A payment standard will not be raised above the normal upper bound of 110% of SAFMR if doing so would significantly impact the financial sustainability of the HCV Program. Any dwelling unit rented by a voucher holder in a zip code with a payment standard above 110% of SAFMR must still meet rent reasonableness when compared to units of a similar size and with similar amenities.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p> <input type="checkbox"/> Cost effectiveness<br/> <input type="checkbox"/> Self-sufficiency<br/> <input checked="" type="checkbox"/> Housing choice         </p>   |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>                                 | <p> <input type="checkbox"/> Neutral (no cost implications)<br/> <input type="checkbox"/> Increased revenue<br/> <input type="checkbox"/> Decreased revenue<br/> <input checked="" type="checkbox"/> Increased expenditures<br/> <input type="checkbox"/> Decreased expenditures         </p>   |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p> | <p> <input checked="" type="checkbox"/> The MTW activity applies to all assisted households<br/> <input type="checkbox"/> The MTW activity applies only to a subset or subsets of assisted households         </p>  |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>                | <p> <input type="checkbox"/> New admissions (i.e., applicants) only<br/> <input type="checkbox"/> Currently assisted households only<br/> <input checked="" type="checkbox"/> New admissions and currently assisted households         </p>   |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p> <input checked="" type="checkbox"/> The MTW activity applies to all family types<br/> <input type="checkbox"/> The MTW activity applies only to selected family types         </p>  |

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| <p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For HCV activities:</b><br/>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p> | <p><b>For HCV activities:</b></p> <p><input checked="" type="checkbox"/> The MTW activity applies to all tenant-based units</p> <p><input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers</p> <p><input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers</p>   |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>   | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>  |
| <p>Does this MTW activity require a hardship policy?</p>  | <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Already provided</p> <p><b>See Attachment A: Hardship Policy.</b></p>  |
| <p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>  | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>  |
| <p>Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?</p>   | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>  |
| <p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p>  | <p>0</p>   |
| <p>Does the MTW activity require an impact analysis?</p>  | <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Already provided</p>   |
| <p>Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)</p>   | <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>The Impact Analysis also applies to HPHA Activity 24-05 (MTW Waiver 3.b.).</p>  |
| <p>Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.</p>   | <p>N/A. This activity will be implemented in FY 2025.</p>  |
| <p><b>Custom Questions:</b></p>   |  |
| <p>Please explain the payment standards by ZIP or "grouped" ZIP codes.</p>  | <p>After publication of the updated SAFMRs each year, zip codes are arranged in ascending order by median rent value from most to least expensive. The allowable range is then calculated for each bedroom size in each zip code. Under this activity, the lower bound will always be set at 90% of SAFMR. The upper bound will be set at 110% of SAFMR; the HPHA will only use an upper bound of 120% of SAFMR if there are a significant number of assisted families residing in the zip code who are rent burdened. Zip codes are then separated into 10 to 15 payment standard tiers. Each payment standard tier is comprised of zip codes with similar average rent values. Groupings may be further refined by merging one tier with few zip codes and a</p> |

neighboring tier with a similar average rent range. Alternatively, a tier with ranges that widely vary may be split based on the median rent value within the group. Additional factors are taken into consideration, such as local submarket conditions, trends, and projections, as well as current voucher utilization within each zip code. Once tiers are set, a proposed payment standard is used to calculate the percentage of SAFMR for each bedroom size in each zip code. The proposed payment standard is then adjusted upward or downward to ensure it fits within the allowable range for each zip code in the tier.

**Requested Waivers for FY 25:**

| HPHA Activity 25-09: Increase PBV Program Cap (MTW Waiver 9.a.)  |   |
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| <b>Core Questions:</b>   |   |
| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>                        | <p>The HPHA is requesting MTW Waiver 9.a. to have the flexibility to project-base up to the lower of 50% of total authorized HCV units or annual budget authority.</p> <p>As of October 1, 2024, the Tool of Tools Program Analysis reports 499 of the HPHA's vouchers are project-based (excluding RAD PBVs) out of 4,397 total authorized units, or about 11.35%.</p> <p>Due to an increasingly tight local housing market, the HPHA is considering all available options to expand the supply of affordable units. As part of ongoing efforts to redevelop multiple underutilized properties within the agency's inventory, the expansion of PBV usage can assist with the financing of new affordable housing projects as well as stabilize struggling affordable housing projects. The HPHA will also utilize this waiver to act upon promising housing development or acquisition opportunities as they arrive. There is no intent to project-base up to the full 50% at this time.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p><input type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing choice</p>   |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>                                 | <p><input checked="" type="checkbox"/> Neutral (no cost implications)</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input type="checkbox"/> Increased expenditures</p> <p><input type="checkbox"/> Decreased expenditures</p>   |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p> | <p><input checked="" type="checkbox"/> The MTW activity applies to all assisted households</p> <p><input type="checkbox"/> The MTW activity applies only to a subset or subsets of assisted households</p>  |



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| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | <input type="checkbox"/> New admissions (i.e., applicants) only<br><input type="checkbox"/> Currently assisted households only<br><input checked="" type="checkbox"/> New admissions and currently assisted households  |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | <input checked="" type="checkbox"/> The MTW activity applies to all family types<br><input type="checkbox"/> The MTW activity applies only to selected family types   |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br><input type="checkbox"/> The MTW activity applies to all tenant-based units<br><input checked="" type="checkbox"/> The MTW activity applies to all properties with project-based vouchers<br><input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No  |
| Does this MTW activity require a hardship policy?   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Already provided   |
| Does the MTW activity require an impact analysis?   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Already provided   |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A. This activity will be implemented in FY 2025.  |
| <b>Custom Questions:</b>  |   |
| What percentage of total authorized HCV units will be authorized for project-basing?  | 50%   |

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| <b>HPHA Activity 25-10: Increase PBV Project Cap (MTW Waiver 9.b.)</b>   |   |
| <b>Core Questions:</b>   |   |
| <b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative. | <p>The HPHA is requesting MTW Waiver 9.b. to be able to raise the PBV cap for a project up to 100%.</p> <p>By allowing for the project-basing of vouchers at assisted projects above the greater of 25% or 25 units, the HPHA can ensure that a larger portion of the state's limited affordable housing stock is preserved. The waiver will help to ensure long-term housing stability for residents and prevent more units from converting to market-rate housing. This will also incentivize developers to build or rehabilitate affordable housing as a greater percentage of guaranteed rental income can be provided.</p> |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?   | <input type="checkbox"/> Cost effectiveness<br><input type="checkbox"/> Self-sufficiency  |

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|   | <input checked="" type="checkbox"/> Housing choice  |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | <input checked="" type="checkbox"/> Neutral (no cost implications)<br><input type="checkbox"/> Increased revenue<br><input type="checkbox"/> Decreased revenue<br><input type="checkbox"/> Increased expenditures<br><input type="checkbox"/> Decreased expenditures  |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | <input checked="" type="checkbox"/> The MTW activity applies to all assisted households<br><input type="checkbox"/> The MTW activity applies only to a subset or subsets of assisted households   |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | <input type="checkbox"/> New admissions (i.e., applicants) only<br><input type="checkbox"/> Currently assisted households only<br><input checked="" type="checkbox"/> New admissions and currently assisted households  |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | <input checked="" type="checkbox"/> The MTW activity applies to all family types<br><input type="checkbox"/> The MTW activity applies only to selected family types   |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br><input type="checkbox"/> The MTW activity applies to all tenant-based units<br><input checked="" type="checkbox"/> The MTW activity applies to all properties with project-based vouchers<br><input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No  |
| Does this MTW activity require a hardship policy?   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Already provided   |
| Does the MTW activity require an impact analysis?   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Already provided   |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A. This activity will be implemented in FY 2025.  |

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| <b>HPHA Activity 25-11: Increase PBV Rent to Owner (MTW Waiver 9.g.)</b>   |  |
| <b>Core Questions:</b>   |  |
| <b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative. | The HPHA will develop a local process for determining the initial and redetermined rent to an owner. The contract rent for a unit will not exceed the lowest of (a) 120% of SAFMR minus any utility allowances, (b) rent requested by an owner, or (c) the reasonable rent. The HPHA has not modified its rent reasonableness policy under waiver 2.c. or 2.d. |

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|  | <p>To establish the reasonable rent amount, the HPHA will test the lower of rent requested by owner or 120% of SAFMR minus any utility allowance. Only three comparable units will be used, of which two must have a gross rent which exceeds the subject gross rent. The third comparable unit must be less than the subject gross rent. The reasonable rent amount will be determined by averaging the gross rent of three comparable units.</p> <p>By allowing the HPHA greater flexibility in the setting and adjusting of rents, the agency can ensure that rents paid under the PBV Program are appropriate for the specific housing market. This waiver will help the HPHA with offering competitive rents that attract property owners while still maintaining affordability for low-income families. It will also improve housing standards by allowing owners greater cash flow to improve and maintain the physical condition of their properties.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p><input type="checkbox"/> Cost effectiveness<br/> <input type="checkbox"/> Self-sufficiency<br/> <input checked="" type="checkbox"/> Housing choice</p>   |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>   | <p><input type="checkbox"/> Neutral (no cost implications)<br/> <input type="checkbox"/> Increased revenue<br/> <input type="checkbox"/> Decreased revenue<br/> <input checked="" type="checkbox"/> Increased expenditures<br/> <input type="checkbox"/> Decreased expenditures</p>   |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>   | <p><input checked="" type="checkbox"/> The MTW activity applies to all assisted households<br/> <input type="checkbox"/> The MTW activity applies only to a subset or subsets of assisted households</p>  |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>  | <p><input type="checkbox"/> New admissions (i.e., applicants) only<br/> <input type="checkbox"/> Currently assisted households only<br/> <input checked="" type="checkbox"/> New admissions and currently assisted households</p>   |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p><input checked="" type="checkbox"/> The MTW activity applies to all family types<br/> <input type="checkbox"/> The MTW activity applies only to selected family types</p>  |
| <p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For HCV activities:</b><br/> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p> | <p><b>For HCV activities:</b><br/> <input type="checkbox"/> The MTW activity applies to all tenant-based units<br/> <input checked="" type="checkbox"/> The MTW activity applies to all properties with project-based vouchers<br/> <input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers</p>  |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>  | <p><input type="checkbox"/> Yes<br/> <input checked="" type="checkbox"/> No</p>   |
| <p>Does this MTW activity require a hardship policy?</p>   | <p><input type="checkbox"/> Yes<br/> <input checked="" type="checkbox"/> No<br/> <input type="checkbox"/> Already provided</p>  |

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| Does the MTW activity require an impact analysis?  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Already provided |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation. | N/A. This activity will be implemented in FY 2025.  |

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| <b>D.</b>  | <b>Safe Harbor Waivers.</b> |
| <p><b>Safe Harbor Waivers seeking HUD Approval:</b><br/> The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I. For each Safe Harbor Waiver request, a document that includes the following information must be provided: (a) the name and number of the MTW Waiver and associated activity for which the MTW agency is seeking to expand the safe harbor, (b) the specific safe harbor and its implementing regulation, (c) the proposed MTW activity the MTW agency wishes to implement via this Safe Harbor Waiver, (d) a description of the local issue and why such an expansion is needed to implement the MTW activity, (e) an impact analysis, (f) a description of the hardship policy for the MTW activity, if applicable, and (g) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.</p> <p>Will the MTW agency submit request for approval of a Safe Harbor Waiver this year?</p> <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                             |

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|---|---------------------------------|
| <b>E.</b>   | <b>Agency-Specific Waivers.</b> |
| <p><b>Agency-Specific Waivers for HUD Approval:</b><br/> The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, or waive a statutory and/or regulatory requirement not included in Appendix I.</p> <p>In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable), and respond to all of the mandatory core questions as applicable.</p> <p>For each Agency-Specific Waiver(s) request, please upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative, f) an impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.</p> <p>Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year?</p> <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                 |
| <p><b>Agency-Specific Waiver(s) for which HUD Approval has been Received:</b><br/> For each previously approved Agency-Specific Waiver(s), a set of questions will populate.</p> <p>Does the MTW agency have any approved Agency-Specific Waivers?</p>  |                                 |

|                                     |     |
|-------------------------------------|-----|
| <input type="checkbox"/>            | Yes |
| <input checked="" type="checkbox"/> | No  |

|           |  |
|-----------|--|
| <b>F.</b> | <b>Public Housing Operating Subsidy Grant Reporting.</b> |
|-----------|--|

Please provide the public housing Operating Subsidy grant information in the table below for Operating Subsidy grants appropriated in each Federal Fiscal Year the PHA is designated an MTW PHA.

| Federal Fiscal Year (FFY) | Total Operating Subsidy Authorized Amount | How Much PHA Disbursed by the 9/30 Reporting Period | Remaining Not Yet Disbursed | Deadline  |
|---------------------------|---|---|-----------------------------|-----------|
| 2021                      | \$29,585,170                              | \$29,585,170  | \$0                         | 9/30/2029 |
| 2022                      | \$27,406,287                              | \$27,406,287  | \$0                         | 9/30/2030 |
| 2023                      | \$34,131,336                              | \$23,798,218  | \$10,333,118                | 9/30/2031 |

|            |                                    |
|------------|------------------------------------|
| <b>G.1</b> | <b>MTW Statutory Requirements.</b> |
|------------|------------------------------------|

**75% Very Low Income – Local, Non-Traditional.**

HUD will verify compliance with the statutory requirement that at least 75% of the households assisted by the MTW agency are very low-income for MTW public housing units and MTW HCVs through HUD systems. The MTW PHA must provide data for the actual families housed upon admission during the PHA’s most recently completed Fiscal Year for its Local, Non-Traditional program households.

| Income Level                                   | Number of Local, Non-Traditional Households Admitted in the Fiscal Year* |
|--|--|
| 80%-50% Area Median Income                     | 0  |
| 49%-30% Area Median Income                     | 0  |
| Below 30% Area Median Income                   | 0  |
| <b>Total Local, Non-Traditional Households</b> | <b>0</b>   |

\*Local, non-traditional income data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.

|            |   |
|------------|---|
| <b>G.2</b> | <b>Establishing Reasonable Rent Policy.</b> |
|------------|---|

| Question  | Input options and instructions   |
|---|--|
| Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency? | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |

|            |   |
|------------|---|
| <b>G.3</b> | <b>Substantially the Same (STS) – Local, Non-Traditional.</b> |
|------------|---|

| Questions | Input options and instructions |
|-----------|--------------------------------|
|-----------|--------------------------------|

|  |  |
|--|--|
| Please provide the total number of unit months that families were housed in a local, non-traditional rental subsidy for the prior full calendar year.                        | <u>0</u> # of unit months  |
| Please provide the total number of unit months that families were housed in a local, non-traditional housing development program for the prior full calendar year.           | <u>0</u> # of unit months  |
| How many units, developed under the local, non-traditional housing development activity, were available for occupancy during the prior full calendar year (by bedroom size)? | Please include only those units that serve households <b>at or below 80% of AMI</b> in the table provided. |

| PROPERTY NAME/ADDRESS | 0/1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6+ BR | TOTAL UNITS | POPULATION TYPE* | # of Section 504 Accessible (Mobility)** | # of Section 504 Accessible (Hearing/Vision) | Was this Property Made Available for Initial Occupancy during the Prior Full Calendar Year? | What was the Total Amount of MTW Funds Invested into the Property? |
|-----------------------|--------|------|------|------|------|-------|-------------|------------------|--|--|---|--|
| Name/Address          | #      | #    | #    | #    | #    | #     | #           | Type (below)     | #  | #  | Y/N   | \$   |
| Name/Address          | #      | #    | #    | #    | #    | #     | #           | Type (below)     | #  | #  | Y/N   | \$   |
| Name/Address          | #      | #    | #    | #    | #    | #     | #           | Type (below)     | #  | #  | Y/N   | \$   |
| <b>Totals</b>         | #      | #    | #    | #    | #    | #     | #           |                  | #  | #  |   |  |

\* User will select one of the following from the “Population Type” dropdown box: General, Elderly, Disabled, Elderly/Disabled, Other

If the “Population Type” of is Other is selected, please state the Property Name/Address, and describe the population type. [Text box]

\*\* The federal accessibility standard under HUD’s Section 504 regulation is the Uniform Federal Accessibility Standards (UFAS) for purposes of Section 504 compliance. HUD recipients may alternatively use the 2010 ADA Standards for Accessible Design under Title II of the ADA, except for certain specific identified provisions, as detailed in HUD’s Notice on “Instructions for use of alternative accessibility standard,” published in the Federal Register on May 23, 2014 (“Deeming Notice”) for purposes of Section 504 compliance, <https://www.govinfo.gov/content/pkg/FR-2014-05-23/pdf/2014-11844.pdf>. This would also include adaptable units as defined by HUD’s Section 504 regulation (See 24 CFR § 8.3 and § 8.22).

|   |  |
|---|--|
| <b>G.4</b>  | <b>Comparable Mix (by Family Size) – Local, Non-Traditional.</b> |
| <p>In order to demonstrate that the MTW statutory requirement of “maintaining a comparable mix of families (by family size) are served, as would have been provided had the amounts not been used under the demonstration” is being achieved, the MTW agency will provide information for its most recently completed Fiscal Year in the following table.</p> <p>Local, non-traditional family size data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.</p> |  |

| Family Size:     | Occupied Number of Local, Non-Traditional units by Household Size |
|------------------|---|
| <b>1 Person</b>  | #   |
| <b>2 Person</b>  | #   |
| <b>3 Person</b>  | #   |
| <b>4 Person</b>  | #   |
| <b>5 Person</b>  | #   |
| <b>6+ Person</b> | #   |
| <b>Totals</b>    | #   |

|  |                                   |
|--|-----------------------------------|
| <b>G.5</b>   | <b>Housing Quality Standards.</b> |
| <p>Certification is included in MTW Certifications of Compliance for HCV and local, non-traditional program. The public housing program is monitored through physical inspections performed by the Real Estate Assessment Center (REAC).</p> |                                   |

|  |                         |   |  |
|--|-------------------------|---|--|
| <b>H.</b>  | <b>Public Comments.</b> |   |  |
| <b>Question</b>  |                         | <b>Input options and instructions</b>   |  |
| Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.                  |                         | Upload Attachment<br><br>Please see <b>Attachment C: RAB Comments.</b><br><br>Please see <b>Attachment D: Public Testimony.</b> |  |
| Please attach a narrative describing the MTW agency’s analysis of the comments and any decisions made based on these comments. |                         | Upload Attachment<br><br>Please see <b>Attachment C: RAB Comments.</b><br><br>Please see <b>Attachment D: Public Testimony.</b> |  |
| If applicable, was an additional public hearing held for an Agency-Specific Waiver and/or Safe Harbor waiver?                  |                         | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input checked="" type="checkbox"/> N/A                          |  |
| If yes, please attach the comments received along with the MTW agency’s description of how comments were considered.           |                         | Upload Attachment   |  |

|   |   |  |                          |
|---|---|--|--------------------------|
| <b>I.</b>   | <b>Evaluations.</b>                           |  |                          |
| <p>Please list any ongoing and completed evaluations of the MTW agency’s MTW policies, that the PHA is aware of, including the information requested in the table below. In the box “title and short description,” please write the title of the evaluation and a brief description of the focus of the evaluation.</p> |   |  |                          |
| <b>Question</b>   |   | <b>Input options and instructions</b>                                  |                          |
| Does the PHA have an agency-sponsored evaluation?   |   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                          |
| <b>Table I.1 - Evaluations of MTW Policies</b>  |   |  |                          |
| <b>Title and short description</b>  | <b>Evaluator name and contact information</b> | <b>Time period</b>   | <b>Reports available</b> |
|   |   |  |                          |

|   |  |
|---|--|
| <b>J</b>  | <b>MTW Certifications of Compliance.</b> |
| <p>The MTW agency must execute the MTW Certifications of Compliance form and submit as part of the MTW Supplement submission to HUD. Certification is provided below.</p> |  |



## MTW CERTIFICATIONS OF COMPLIANCE

### ***U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF PUBLIC AND INDIAN HOUSING***

#### **Certifications of Compliance with Regulations: Board Resolution to Accompany the MTW Supplement to the Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chairperson or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the MTW Supplement to the Annual PHA Plan for the MTW PHA Fiscal Year beginning (07/01/2024), hereinafter referred to as "the MTW Supplement", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the MTW Supplement and implementation thereof:

- (1) The PHA made the proposed MTW Supplement and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the MTW Supplement and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board(s) or tenant associations, as applicable) before approval of the MTW Supplement by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the annual MTW Supplement.
- (3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (4) The MTW PHA will carry out the MTW Supplement in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) all regulations implementing these authorities; and other applicable Federal, State, and local civil rights laws.
- (5) The MTW Supplement is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- (6) The MTW Supplement contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the MTW PHA's jurisdiction and a description of the manner in which the MTW Supplement is consistent with the applicable Consolidated Plan.
- (7) The MTW PHA will affirmatively further fair housing, which means that it will: (i) take meaningful actions to further the goals identified by the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR 5.150-5.180 and 903.15; (ii) take no action that is materially inconsistent with its obligation to affirmatively further fair housing; and (iii) address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3) and 903.15(d). Note: Until the PHA is required to submit an AFH, and that AFH has been accepted by HUD, the PHA must follow the certification requirements of 24 CFR 903.7(o) in effect prior to August 17, 2015. Under these requirements, the PHA will be considered in compliance with the certification requirements of 24 CFR 903.7(o)(1)-(3) and 903.15(d) if it: (i) examines its programs or proposed programs; (ii) identifies any impediments to fair housing choice within those programs; (iii) addresses those impediments in a reasonable fashion in view of the resources available; (iv) works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and (v) maintains records reflecting these analyses and actions.
- (8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at 24 C.F.R. Part 146.
- (9) In accordance with 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
- (10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- (11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment.
- (14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

- (15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (17) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (18) The MTW PHA will keep records in accordance with 2 CFR 200.333-200.337 and facilitate an effective audit to determine compliance with program requirements.
- (19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (20) The MTW PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200.
- (21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of housing quality standards as required in PIH Notice 2011-45, or successor notice, for any local, non-traditional program units. The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982, for any Housing Choice Voucher units under administration.
- (22) The MTW PHA will undertake only activities and programs covered by the Moving to Work Operations Notice in a manner consistent with its MTW Supplement and will utilize covered grant funds only for activities that are approvable under the Moving to Work Operations Notice and included in its MTW Supplement. MTW Waivers activities being implemented by the agency must fall within the safe harbors outlined in Appendix I of the Moving to Work Operations Notice and/or HUD approved Agency-Specific or Safe Harbor Waivers.
- (23) All attachments to the MTW Supplement have been and will continue to be available at all times and all locations that the MTW Supplement is available for public inspection. All required supporting documents have been made available for public inspection along with the MTW Supplement and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its MTW Supplement and will continue to be made available at least at the primary business office of the MTW PHA.

**Hawaii Public Housing Authority**  
**MTW PHA NAME**

**HI001**  
**MTW PHA NUMBER/HA CODE**

*I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).*

**Robert J. Hall**  
**NAME OF AUTHORIZED OFFICIAL**

**Chairperson**  
**TITLE**

  
**SIGNATURE**

**1.16.25**  
**DATE**

\* *Must be signed by either the Chairperson or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chairperson or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

**TABLE 1. GUIDE**

- Core questions - An "X" in this column means that these are the set of core questions that are relevant for every waiver/activity.
- Custom questions - An "X" in this column means that these are questions that are specific to a particular activity. Not every activity will have custom questions.
- Safe Harbor - An "X" in this column means that the activity as described in Appendix 1 of the Operations Notice includes a set of Safe Harbor provisions.
- Impact Analysis - An "X" in this column means that the activity as described in Appendix 1 of the Operations Notice requires the PHA to conduct an impact analysis. This impact analysis must be submitted to HUD via the MTW Supplement; thus, the Supplement should include some statement regarding the requirement and an opportunity for the PHA to upload the impact analysis. The Operations Notice also states that an updated impact analysis must be attached to the MTW Supplement in each subsequent year.
- Hardship Policy - An "X" in this column means that the activity as described in Appendix 1 of the Operations Notice requires the PHA to establish a hardship policy. The hardship policy must be submitted to HUD via the MTW Supplement; thus, the Supplement should include some statement regarding the requirement and an opportunity for the PHA to upload the hardship policy. PHA must still grant reasonable accommodation requests related to all activities even if the hardship policy is not in place.

**TABLE 1. MTW ACTIVITIES QUESTIONS FOR THE MTW SUPPLEMENT**

| Section/Question  | Core Questions | Custom Questions | Safe Harbor | Impact Analysis | Hardship Policy |
|---|----------------|------------------|-------------|-----------------|-----------------|
| <b>1. Tenant Rent Policies</b>                                |                |                  |             |                 |                 |
| a. Tiered Rent (PH)   | X              | X                | X           |                 |                 |
| b. Tiered Rent (HCV)  | X              | X                | X           |                 |                 |
| c. Stepped Rent (PH)  | X              | X                | X           | X               | X               |
| d. Stepped Rent (HCV)   | X              | X                | X           | X               | X               |
| e. Minimum Rent (PH)  | X              | X                | X           | X               | X               |
| f. Minimum Rent (HCV)   | X              | X                | X           | X               | X               |
| g. Total Tenant Payment as a Percentage of Gross Income (PH)  | X              | X                | X           | X               | X               |
| h. Total Tenant Payment as a Percentage of Gross Income (HCV) | X              | X                | X           | X               | X               |
| i. Alternative Utility Allowance (PH)                         | X              | X                | X           |                 |                 |
| j. Alternative Utility Allowance (HCV)                        | X              | X                | X           |                 |                 |
| k. Fixed Rents (PH)   | X              | X                | X           |                 |                 |
| l. Fixed Subsidy (HCV)  | X              | X                | X           |                 |                 |
| m. Utility Reimbursements (PH)                                | X              |                  |             |                 |                 |
| n. Utility Reimbursements (HCV)                               | X              |                  |             |                 |                 |
| o. Initial Rent Burden (HCV)                                  | X              | X                | X           | X               |                 |
| p. Imputed Income (PH)  | X              | X                | X           | X               | X               |
| q. Imputed Income (HCV)                                       | X              | X                | X           | X               | X               |
| r. Elimination of Deduction(s) (PH)                           | X              | X                |             | X               | X               |
| s. Elimination of Deduction(s) (HCV)                          | X              | X                |             | X               | X               |
| t. Standard Deductions (PH)                                   | X              | X                |             |                 |                 |
| u. Standard Deductions (HCV)                                  | X              | X                |             |                 |                 |
| v. Alternative Income Inclusions/Exclusions (PH)              | X              | X                |             |                 |                 |
| w. Alternative Income Inclusions/Exclusions (HCV)             | X              | X                |             |                 |                 |
| <b>2. Payment Standards and Rent Reasonableness</b>           |                |                  |             |                 |                 |
| a. Payment Standards- Small Area Fair Market Rents (HCV)      | X              | X                | X           | X               | X               |
| b. Payment Standards- Fair Market Rents (HCV)                 | X              | X                | X           | X               | X               |
| c. Rent Reasonableness – Process (HCV)                        | X              | X                |             |                 |                 |
| d. Rent Reasonableness – Third-Party Requirement (HCV)        | X              | X                |             |                 |                 |

| Section/Question  | Core Questions | Custom Questions | Safe Harbor | Impact Analysis | Hardship Policy |
|---|----------------|------------------|-------------|-----------------|-----------------|
| <b>3. Reexaminations</b>  |                |                  |             |                 |                 |
| a. Alternative Reexamination Schedule for Households (PH)   | X              | X                | X           | X               | X               |
| b. Alternative Reexamination Schedule for Households (HCV)  | X              | X                | X           | X               | X               |
| c. Self-Certification of Assets (PH)  | X              | X                | X           |                 |                 |
| d. Self-Certification of Assets (HCV)   | X              | X                | X           |                 |                 |
| <b>4. Landlord Leasing Incentives</b>   |                |                  |             |                 |                 |
| a. Vacancy Loss (HCV-Tenant-based Assistance)   | X              | X                | X           |                 |                 |
| b. Damage Claims (HCV-Tenant-based Assistance)  | X              | X                | X           |                 |                 |
| c. Other Landlord Incentives (HCV-Tenant-based Assistance)  | X              | X                | X           |                 |                 |
| <b>5. Housing Quality Standards (HQS)</b>   |                |                  |             |                 |                 |
| a. Pre-Qualifying Unit Inspections (HCV)  | X              | X                | X           |                 |                 |
| b. Reasonable Penalty Payments for Landlords (HCV)  | X              | X                | X           |                 |                 |
| c. Third-Party Requirement (HCV)  | X              | X                |             |                 |                 |
| d. Alternative Inspection Schedule (HCV)  | X              |                  | X           |                 |                 |
| <b>6. Short-Term Assistance</b>   |                |                  |             |                 |                 |
| a. Short-Term Assistance (PH)   | X              | X                | X           |                 |                 |
| b. Short-Term Assistance (HCV)  | X              | X                | X           |                 |                 |
| <b>7. Term-Limited Assistance</b>   |                |                  |             |                 |                 |
| Term-Limited Assistance (PH)  | X              | X                | X           | X               | X               |
| Term-Limited Assistance   | X              | X                | X           | X               | X               |
| <b>8. Increase Elderly Age (PH &amp; HCV)</b>   |                |                  |             |                 |                 |
| <b>9. Project-Based Voucher Program Flexibilities</b>   |                |                  |             |                 |                 |
| a. Increase PBV Program Cap (HCV)   | X              | X                | X           |                 |                 |
| b. Increase PBV Project Cap (HCV)   | X              |                  | X           |                 |                 |
| c. Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV) | X              |                  |             |                 |                 |
| d. Alternative PBV Selection Process (HCV)  | X              |                  |             |                 |                 |
| e. Alternative PBV Unit Types (Shared Housing and Manufactured Housing) (HCV)   | X              | X                |             |                 |                 |
| f. Increase PBV HAP Contract Length (HCV)   | X              |                  | X           |                 |                 |
| g. Increase PBV Rent to Owner (HCV)   | X              |                  |             |                 |                 |
| h. Limit Portability for PBV Units (HCV)  | X              |                  |             |                 |                 |
| <b>10. Family Self-Sufficiency Program with MTW Flexibility</b>   |                |                  |             |                 |                 |
| a. Waive Operating a Required FSS Program (PH & HCV)  | X              |                  | X           |                 |                 |
| b. Alternative Structure for Establishing Program Coordinating Committee (PH & HCV)                                   | X              | X                | X           |                 |                 |
| c. Alternative Family Selection Procedures (PH & HCV)   | X              | X                | X           |                 |                 |
| d. Modify or Eliminate the Contract of Participation (PH & HCV)   | X              | X                | X           |                 |                 |

| <b>Section/Question</b>   | <b>Core Questions</b> | <b>Custom Questions</b> | <b>Safe Harbor</b> | <b>Impact Analysis</b> | <b>Hardship Policy</b> |
|---|-----------------------|-------------------------|--------------------|------------------------|------------------------|
| e. Policies for Addressing Increases in Family Income (PH & HCV)                  | X                     | X                       | X                  |                        |                        |
| <b>11. MTW Self-Sufficiency Program</b>   |                       |                         |                    |                        |                        |
| a. Alternative Family Selection Procedures (PH & HCV)                             | X                     | X                       | X                  |                        |                        |
| b. Policies for Addressing Increases in Family Income (PH & HCV)                  | X                     | X                       | X                  |                        |                        |
| <b>12. Work Requirement</b>   |                       |                         |                    |                        |                        |
| a. Work Requirement (PH)  | X                     | X                       | X                  | X                      | X                      |
| b. Work Requirement (HCV)   | X                     | X                       | X                  | X                      | X                      |
| <b>13. Use of Public Housing as an Incentive for Economic Progress (PH)</b>       |                       |                         |                    |                        |                        |
|   | X                     |                         | X                  |                        |                        |
| <b>14. Moving on Policy</b>   |                       |                         |                    |                        |                        |
| a. Waive Initial HQS Inspection Requirement (HCV)                                 | X                     |                         | X                  |                        |                        |
| b. Allow Income Calculations from Partner Agencies (PH & HCV)                     | X                     |                         | X                  |                        |                        |
| c. Aligning Tenant Rents and Utility Payments Between Partner Agencies (PH & HCV) | X                     |                         | X                  |                        |                        |
| <b>15. Acquisition without Prior HUD Approval (PH)</b>                            |                       |                         |                    |                        |                        |
|   | X                     | X                       |                    |                        |                        |
| <b>16. Deconcentration of Poverty in Public Housing Policy (PH)</b>               |                       |                         |                    |                        |                        |
|   | X                     |                         |                    |                        |                        |
| <b>17. Local, Non-Traditional Activities</b>                                      |                       |                         |                    |                        |                        |
| a. Rental Subsidy Programs  | X                     | X                       | X                  |                        |                        |
| b. Service Provision  | X                     | X                       | X                  |                        |                        |
| c. Housing Development Programs   | X                     | X                       | X                  |                        |                        |

# Instructions for Preparation of Form HUD-50075-MTW, MTW Supplement to the Annual PHA Plan

The instructions below detail how to complete the MTW Supplement. These instructions will not appear in the fillable form.

**Note about file uploads:** PHAs can upload PDF, Word, or Excel documents. Files should be named with the following naming convention: PHA code, Fiscal Year (FY), and short name for the policy/item. Some examples would be CA789FY21RentHardship for a rent hardship policy, CA789FY21ImpactAnalysis for an impact analysis that is applicable to multiple MTW activities, and CA789FY21MTWCertofCompliance for the MTW Certifications of Compliance.

**A. PHA Information.** All PHAs must complete this section.

**A.1** Include the full **PHA Name, PHA Code, PHA Fiscal Year Beginning (MM/DD/YYYY), MTW Cohort Number, and MTW Supplement Submission Type.**

**B. Narrative.** All MTW agencies must complete this section.

**B.1** MTW Supplement Narrative.

Provide a written description of how the MTW agency seeks to address the three statutory objectives during the coming year. Those three statutory objectives are: (1) to reduce cost and achieve greater cost effectiveness in federal expenditures; (2) to give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; (3) and to increase housing choices for low-income families.

The narrative provides the PHA an opportunity to explain to the public, and the families that it serves, its MTW plans and goals for the coming Fiscal Year.

**C. MTW Waivers.**

**Core Questions.** All MTW activities found in Section C require responses to the same common questions.

*Narrative.* Describe the activity, the agency's goals for this activity, and, if applicable, how this activity contributes to a larger initiative.

*Statutory Objective.* Indicate which of the MTW statutory objectives this activity serves; each activity may serve one or more objectives. The three statutory objectives are housing choice, self-sufficiency, and cost effectiveness. Check all that apply.

*Cost Implications.* State the cost implications of each activity. Choose the best description of the cost implications based on what is known at the time of completing the MTW Supplement. Indicate which categories best describe the cost implications of the activity from among the following choices: neutral (no cost implications), increased revenue, decreased revenue, increased costs, decreased costs. Check all that apply. For instance, an activity may increase revenue, increase costs, and therefore be cost neutral. Alternatively, an activity may simply increase costs.

*Different versions.* Indicate whether there will be different policies for different household statuses, family types, or locations (public housing developments or HCV properties). If [Yes] is checked, questions will pop up which allow the MTW agency to explain which household statuses, family types, and/or locations will be affected. If [No] is checked, the respondent will move on to the next question. The agency will be able to indicate if a policy is different for one or more of these areas.

For example, if an MTW agency chooses to apply a Tenant Rent Policy to only non-elderly, non-disabled families, and not to the elderly or disabled, then it would check [Yes] and then receive the subsequent items that allow the agency to indicate what types of households and family types are affected by the activity.

*Household status.* MTW Agency's must indicate what type of household to which the activity applies. Household types means the following types: new admissions only, currently assisted households only, or new admissions and currently assisted households.

*Family Types:* Family types mean the following: non-elderly, non-disabled families; elderly families; disabled families; or other specifically defined target populations.

*Location.* The MTW agency indicates if the activity is or will be implemented at all or only at certain locations. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH, the questions will be about developments and for HCV the questions will be about tenant-based units and properties with project-based vouchers. The agency must check the applicable response for all or specific. If the response is for specific locations, then the agency will be asked to provide the details.

PHAs may develop one comprehensive hardship policy to cover all MTW activities requiring a hardship policy, which would only need to be uploaded once.

*Safe Harbor Waiver.* PHAs must indicate if a Safe Harbor Waiver is needed to implement this policy as described. If yes, then the MTW Agency is asked the following: what is the status of the Safe Harbor Waiver Request? PHAs must indicate if the waiver request is being submitted for review with this submission of the MTW Supplement (see Section D), or if the waiver was previously approved. If the latter is checked (the waiver was previously approved), then the PHA must describe the extent to which the Safe Harbor Waiver is supporting the PHA's goal in implementing this activity.

*Hardship policy.* The MTW Operations Notice requires agencies to adopt written policies for determining when a requirement or provision of the MTW activity constitutes a financial or other hardship for the family. If applicable for the activity, please upload the hardship policy associated with this activity. Hardship policies may be applicable to multiple MTW Activities. Only upload Hardship Policy once if said Hardship Policy applies to multiple Activities. Reference Table 1 for specificity on when a hardship policy is required.

*Modification of hardship policy.* PHAs must indicate if the hardship policy has been modified since the last submission of the MTW Supplement. PHAs must check yes or no. If yes, then the respondent is asked: why has the MTW agency modified the hardship policy? The PHA will use the provided text box to describe the modifications.

Number of hardship requests. PHAs must indicate the number of hardship requests that have been received for each applicable activity in the most recently completed PHA fiscal year.

PHAs are legally required to provide reasonable accommodations to their MTW requirements, provisions, or policies, or any component of those requirements, provisions, and policies, following the same standards and processes that generally apply to reasonable accommodations.

*Impact analysis.* The MTW Operations Notice requires agencies to analyze and put into writing the various impacts of the MTW activity if it is required for the MTW activity. Please upload the impact analysis that has been prepared related to this activity, if applicable. An impact analysis may be applicable to multiple MTW Activities. Only upload Impact Analysis once if said Impact Analysis applies to multiple Activities. Reference Table 1 for specificity on when an impact analysis is required.

*Description of accomplishments or changes in implementation.* Provide a description, based on the Fiscal Year goals as listed in the activity's previous Fiscal Year's narrative, about what has been accomplished or changed during the implementation.

*Discontinuation of activity.* If the PHA selects "Will be Discontinued in the Submission Year" or "Was Discontinued in a previous Submission Year" in the screener, a question will be displayed that asks for an explanation as to why the activity was discontinued or will be discontinued. The PHA should explain why the activity was or will be discontinued. If the activity has already been discontinued, the PHA should include the final outcomes and lessons learned. If the activity was discontinued in a previous submission year, the PHA should state which year the activity was discontinued in.

**Custom Questions.** Some MTW activities require responses to custom questions that are specific only to that activity. Some MTW activities contain no custom questions. Respondents must answer each of the custom questions, which will only appear if the PHA is opting to implement the MTW activity in the coming Fiscal Year.

Information for how to answer each custom question is included in the 'input options and instructions' column for each MTW activity.

## D. Safe Harbor Waivers

**D.1: Safe Harbor Waivers seeking HUD Approval.** The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I For each Safe Harbor Waiver request, a



document that includes the following must be provided: a) the name and activity number of the MTW Waiver for which the PHA is seeking to expand the safe harbor, b) the specific safe harbor and its implementing regulation, c) the proposed policy the PHA wishes to implement via this waiver, d) a description of the local issue and why such an expansion is needed to implement the activity, e) an impact analysis, f) a description of the hardship policy for the initiative, and g) a copy of all comments received at the public hearing a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

## E. Agency-Specific Waivers.

**E.1: Agency-Specific Waivers Submitted for HUD Approval.** The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, waive a statutory or regulatory requirement not included in Appendix I.

In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable).

For each Agency-Specific Waiver(s) request, please provide a title and upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative; f) an impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

A PHA planning to pursue an Agency-Specific Waiver is encouraged to read Section 4.c. of the MTW Operations Notice prior to filling out this section of the MTW Supplement.

**E.2: Agency-Specific Waiver(s) for which HUD Approval has been Received.** For each previously approved Agency-Specific Waiver(s), a set of questions will populate. Does the agency have any approved agency-specific waivers? If yes, the title previously provided in Section E.1 will prepopulate and ask if there has been a change in how the Agency-Specific Waivers is being implemented from when it was originally approved or if it has been discontinued. For changes, the PHA will need to provide a description of what has changed. If it has been discontinued, the PHA will need to provide a description about the final outcomes and lessons learned, as well as whether a final impact analysis was prepared at the time of discontinuation if one was previously required.

## F. Public Housing Operating Subsidy Grant Reporting.

**F.1: Public Housing Operating Subsidy Grant Reporting.** PHAs must fill out this table if it receives public housing Operating Subsidy grant funding from HUD. Only public housing Operating Subsidy grant funding awarded in the year the PHA is designated an MTW agency and beyond must be reported in this table. Additional rows must be added for Federal Fiscal Years beyond 2023, as applicable.

The federal account closing law applies to time-limited funds appropriated by Congress during the annual appropriations act process. For the public housing Operating Fund, PHAs must expend federal funds no more than five (5) years after the period of availability for obligation expires. After this 5-year period, the account closes, and the funds are no longer available for any purpose. For public housing Operating Subsidy grant funding, the period of availability for obligation ends at the end of the second Federal Fiscal Year (i.e., the period of availability for obligation of FY 2021 funds ends 9/30/2022). Pursuant to the account closing law, PHAs must expend all Operating Subsidy grant amounts within five years of this date (i.e., for FY 2021 funds, the account will close, and funds will no longer be legally available for any purpose on 9/30/2027).

## G. MTW Statutory Requirements.

**General.** HUD will verify compliance with the statutory requirements G.1, G.3, and G.4 for public housing units and HCV units through HUD systems. In addition, agencies are to report compliance with the same requirements for Local, Non-Traditional Households in the tables provided in this section. Once HUD systems are capable of capturing this data then this will no longer need to be reported through the MTW Supplement.

**G.1: 75% Very Low Income.** All PHAs must fill out the table in G.1. The MTW PHA must provide data for the actual families housed upon admission during the PHA’s most recently completed Fiscal Year for its local, non-traditional program households. For instance, a PHA submitting its MTW Supplement to the FY2020 Annual PHA Plan should include its Fiscal Year (FY) 2018 local, non-traditional data since this is the most recently completed Fiscal year. Only local, non-traditional new admissions should be included in the table. If a PHA houses no local, non-traditional households, then zeros must be inputted into the table.

HUD will verify compliance with the statutory requirement that at least 75% of the households assisted by the MTW PHA are very low income for public housing and HCV programs through existing HUD systems.

**G.2: Establishing Reasonable Rent Policy.** All PHAs must fill out section G.2. Per the MTW Operations Notice, all activities falling under the Tenant Rent Policies category (Section C.1 of the MTW Supplement) or the Alternative Reexamination Schedule category (Section C.3 of the MTW Supplement), detailed in the Appendix of the MTW Operations Notice, meet the definition of a reasonable rent policy.

MTW agencies are reminded that the Rent Determination section of the PHA Plan should be reflective of MTW reasonable rent policies where applicable. From the PHA Plan: “Rent Determination. A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. ([24 CFR §903.7\(d\)](#)).

**G.3: Substantially the Same (STS).** All PHAs must fill out section G.3. The number of local, non-traditional families served must be provided by month for the most recently completed Calendar Year. If a PHA houses no local, non-traditional families, then zeros must be inputted into the table. The additional information on Local, Non-Traditional development units must be provided for each development.

HUD will verify compliance with the STS statutory requirement for public housing and HCV programs through existing HUD systems.

**G.4: Comparable Mix (by Family Size).** All PHAs must fill out section G.4. In order to demonstrate that the statutory objective of “maintaining a comparable mix of families (by family size) are served, as would have been provided had the amounts not been used under the demonstration” is being achieved, the PHA will provide family size (i.e., not bedroom size) data in the table for the most recently completed Fiscal Year. For instance, a PHA submitting its MTW Supplement to the FY2021 Annual PHA Plan should include its FY 2019 local, non-traditional data since this is the most recently completed Fiscal Year. If a PHA houses no local, non-traditional household, then zeros must be inputted into the table.

HUD will verify compliance with the comparable mix statutory requirement for public housing and HCV programs through existing HUD systems.

**G.5: Housing Quality Standards.** PHAs are not required to enter any information into section G.5. This statutory requirement is certified to in the MTW Certifications of Compliance form for the HCV and local, non-traditional housing programs. The public housing program is monitored by HUD through the Public Housing Assessment System (PHAS) Physical Subsystem, or successor, despite the MTW PHA being exempt from an overall designation.

## H. Public Comments

**H.1: Public Comments.** All PHAs are required, per the Annual PHA Plan regulations, to go through a public process prior to submitting the MTW Supplement to HUD. The MTW agency must consider, in consultation with the Resident Advisory Board (RAB) and tenant association, as applicable, all of the comments received at the public hearing. The comments received by the public, RABs, and tenant associations must be submitted by the MTW agency, along with the MTW agency’s description of how the comments were considered, as a required attachment to the MTW Supplement.

As described above, PHAs must submit comments and responses for all Safe Harbor and Agency-Specific Waivers, which are to be held in an additional public meeting.

The public comment process must include the Supplement and all uploaded attachments.

## I. Evaluations.

**I.1: Evaluations.** The MTW agency should fill in Table I.1, listing each evaluation of the MTW policies and providing contact information for the evaluator, the time period of the evaluation, and the names of available reports. The MTW agency should list

internal evaluations that result in reports that could be shared upon request but may leave off evaluations meant for internal use only. The MTW agency should list all third-party evaluations, as applicable.

## **J. MTW Certifications of Compliance.**

**J.1: MTW Certifications of Compliance Form.** The format for submission of the required MTW Certifications of Compliance is provided in this Form MTW Supplement. The preamble to the MTW Certifications of Compliance directs the MTW PHA to fill in the beginning of the Fiscal Year for which the certification is being made. This should be provided as the first day of the Fiscal Year to be covered by the Annual PHA Plan (for example, a FY2021 Annual PHA Plan for an MTW PHA with a Fiscal Year of January 1 – December 31, this would be January 1, 2021).

The MTW Certifications of Compliance must be signed by either the Chairperson or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chairperson or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.

The MTW Certifications of Compliance must be submitted to HUD as part of the MTW Supplement for each annual submission and each revised annual submission.

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Public reporting burden for this information collection is estimated to average 6.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB control number. The information collected is required to obtain or retain benefits. The information collected will not be held confidential.

## RAB Comments

The HPHA presented the draft Amended MTW Supplement for FY 25 to the Resident Advisory Board for review and comments on November 12, 2024, and January 14, 2025.

1. **Proposed MTW Supplement Revision:** The HPHA is requesting to adopt MTW Waiver 9.a. to have the flexibility to project-base up to the lower of 50% of total authorized HCV units or its annual budget authority.

### RAB Comments

Two members of the RAB asked if the HPHA intended to project-base its vouchers up to the 50% cap. Another member asked what percentage of its voucher authority will be project-based given the agency's ongoing redevelopment activities.

### HPHA Response

The HPHA informed the RAB that it does not intend to project-base its voucher up to the 50% program cap, and the waiver would simply be to allow the agency greater flexibilities if/when future PBV opportunities arise. The HPHA cannot provide an exact estimate for how much of its voucher authority will be project-based as a result of the ongoing redevelopment. However, if public housing units removed from the HPHA's inventory are replaced with PBV-assisted units outside of RAD (i.e., since RAD units do not count towards a PHA's PBV program cap), it is possible the HPHA may exceed the current 20% cap. In such cases, this waiver would allow the HPHA to preserve the supply of affordable housing units at each redeveloped property.

2. **Proposed MTW Supplement Revision:** The HPHA is requesting to adopt a MTW Waiver 9.g. to be able to develop a local process for determining the initial rent to an owner.

### RAB Comments

One member of the RAB asked if this waiver would have any effect on the rent paid by residents who live in PBV-assisted units.

### HPHA Response

The HPHA informed the RAB that it does not believe that implementation of the proposed process for determining and redetermining PBV rents would affect the rent paid by families in PBV units. The HPHA made clear that the family portion

for monthly rent would remain, in most cases, at 30% of adjusted monthly income. Staff further explained how allowing an owner to request a rent of up to 120% of SAFMR (minus any utility allowance) would allow the HPHA to keep project rents reasonable when a neighborhood sees significant month-to-month rental market increases. The HPHA will also adhere to the waiver's Safe Harbor of certifying rent reasonableness for any requested rent increase.

### **Public Testimony**

On November 11, 2024, the HPHA published a public hearing notice in the Honolulu Star-Advertiser, The Garden Island, The Maui News, West Hawaii Today, and Hawaii Tribune Herald. A draft of the Amended MTW Supplement for FY 25 was made available at all HPHA AMP offices and on the HPHA's website. A public hearing was held in-person and online on January 13, 2025.

The HPHA received no public testimony or comments on the Amended MTW Supplement for FY 25.



### NOTICE OF PUBLIC HEARING

Pursuant to 24 CFR 903.17 and the MTW Operations Notice, the Hawaii Public Housing Authority (HPHA), Department of Human Services, hereby provides notice that it will hold a public hearing on the Amended MTW Supplement for Fiscal Year 2025.

**Background:** The HPHA developed the Annual Public Housing Agency (PHA) Plan for Fiscal Year 2025 as required by the Quality Housing and Work Responsibility Act of 1998. PHA Plans describe how federally funded programs administered by the HPHA will be operated and managed during a PHA's fiscal year. The MTW Supplement is submitted to the U.S. Department of Housing and Urban Development (HUD) as an attachment to the Annual PHA Plan, providing information on all ongoing and future MTW-related policies, waivers, and activities. Submittal of an MTW Supplement is required for all PHAs participating in the MTW Demonstration Program Expansion.

The HPHA is proposing to amend the MTW Supplement for Fiscal Year 2025, which was submitted to HUD on April 11, 2024, and received final approval on July 8, 2024. The Amended MTW Supplement includes requests for three additional MTW waivers related to the Project-Based Voucher (PBV) Program. Under MTW Waiver 9.a., the HPHA may increase the number of authorized units that can be project-based up to 50% of the agency's total authorized voucher units or annual budget authority. Under MTW Waiver 9.b., the HPHA may increase the amount of non-exempted dwelling units at a single covered project up to 100%. Under MTW Waiver 9.g., the initial and redetermined contract rents for a PBV project could be set up to the lower of (a) 110% of the applicable Small Area Fair Market Rent minus any utility allowance, or (b) the reasonable rent.

**Public Review:** The draft of the Amended MTW Supplement for Fiscal Year 2025 is available for public viewing at the HPHA School Street Administrative Campus and the site management offices on weekdays between 7:45 a.m. to 4:30 p.m.

HPHA Administrative and Section 8 Offices, 1002 North School Street, Honolulu

Oahu: Puuwai Momi Office, 99-132 Kohomua Street, Aiea  
Oahu: Kalihi Valley Homes Office, 2250 Kalena Drive, Honolulu  
Oahu: Mayor Wright Homes Office, 521 North Kukui Street, Honolulu

Oahu: Kalakaua Homes Office, 1545 Kalakaua Avenue, Honolulu  
Oahu: Kalanuihia Office, 1220 Aala Street, Honolulu  
Oahu: Hale Poai Office, 1001 North School Street, Honolulu  
Oahu: Waimaha Sunflower Office: 85-186 McArthur Street, Waianae  
Oahu: Koolau Village Office: 45-1027 Kamau Place, Kaneohe  
Oahu: Kauhale Nani Office: 310 North Cane Street, Wahiawa  
Oahu: Palolo Valley Homes Office: 2107 Ahe Street, Honolulu  
Oahu: Kuhio Homes Office: 1475 Linapuni Street, Honolulu  
Hawaii: Lanakila Homes Office, 600 Wailoa Street, Hilo  
Hawaii: Ka Hale Kahaluu Office, 78-6725 Makolea Street, Kailua-Kona

Hawaii: Noelani II Office, 65-1191 Opelo Road, Kamuela

Kauai: Kapaa Office, 4726 Malu Road, Kapaa

Maui: Kahekili Terrace, 2015 Holowai Place, Wailuku  
Molokai: Kahale Mua, Maunaloa, Molokai

Digital copies of each draft are also available on the HPHA's website at: <https://hpha.hawaii.gov/mtw>.

**Public Hearing:** The public may participate in the public hearing remotely via Zoom using the following link: [zoom.us/j/82889052625](https://zoom.us/j/82889052625). When prompted, enter the **Password: 0GKAPV**. The HPHA requests that meeting participants display their first and last names.

Alternatively, the public may participate via telephone by calling **1-719-359-4580**. When prompted, callers should enter the **Meeting ID: 828 8905 2625** and the **Password: 626965**.

The public hearing will take place on:

**Monday, January 13, 2025, at 5:00 p.m.**

**Physical Meeting Location:** The public may attend the public hearing at 1002 North School Street, Building A Conference Room, Honolulu, HI 96817. The physical meeting location will be connected via Zoom to the remote meeting.

All interested persons are invited to provide oral or written comments on the Amended MTW Supplement. All comments received will be reviewed by the HPHA, and subsequent amendments may be considered, if appropriate. Oral comments may be presented at the public hearing. Persons who cannot attend the hearing and prefer not to provide written comments may call (808) 436-7183 to submit comments as a voicemail message. Written comments may be presented to the presiding officer at the public hearing, or mailed to the HPHA, Attn: PEO Public Hearing, at 1002 North School Street, Honolulu, Hawaii 96817. Written comments may also be faxed to (808) 832-4679 or sent by electronic mail to [hpha@hawaii.gov](mailto:hpha@hawaii.gov). Written comments not presented at the public hearing should be received by the HPHA's Administrative Office by 4:30 p.m. on January 13, 2025.

If you need an auxiliary aid/service or other accommodation due to a disability, contact Benjamin Park at (808) 436-7183 as soon as possible, preferably by Monday, January 6, 2025. If a response is received after January 6, 2025, the HPHA will attempt to obtain the auxiliary aid/service or accommodation but cannot guarantee that the request will be fulfilled. Upon request, this notice is available in alternate forms such as large print, Braille, or electronic copy.

HAKIM OUANSAFI  
Executive Director  
Hawaii Public Housing Authority  
Department of Human Services

HPHA does not discriminate against any person because of race, color, religion, sex, physical or mental disability, familial status, ancestry/national origin, age, marital status, HIV infection or sexual orientation and gender identity.

(MN: Nov. 29, 2024)







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All interested persons are invited to provide oral or written comments on the Amended MTW Supplement. All comments received will be reviewed by the HPHA, and subsequent amendments may be considered, if appropriate. Oral comments may be presented at the public hearing. Persons who cannot attend the hearing and prefer not to provide written comments may call (808) 436-7183 to submit comments as a voicemail message. Written comments may be presented to the presiding officer at the public hearing, or mailed to the HPHA, Attn: PEO Public Hearing, at 1002 North School Street, Honolulu, Hawaii 96817. Written comments may also be faxed to (808) 832-4679 or sent by electronic mail to [hpha@hawaii.gov](mailto:hpha@hawaii.gov). Written comments not presented at the public hearing should be received by the HPHA's Administrative Office by 4:30 p.m. on January 13, 2025.

If you need an auxiliary aid/service or other accommodation due to a disability, contact Benjamin Park at (808) 436-7183 as soon as possible, preferably by Monday, January 6, 2025. If a response is received after January 6, 2025, the HPHA will attempt to obtain the auxiliary aid/service or accommodation but cannot guarantee that the request will be fulfilled. Upon request, this notice is available in alternate forms such as large print, Braille, or electronic copy.

HAKIM OUANSAFI  
Executive Director  
Hawaii Public Housing Authority  
Department of Human Services

HPHA does not discriminate against any person because of race, color, religion, sex, physical or mental disability, familial status, ancestry/national origin, age, marital status, HIV infection or sexual orientation and gender identity.



(SA/HTH/WHT/TGI1475441 11/29/24)

Attendance Sheet

PUBLIC HEARING  
Monday, January 13, 2025

5:00 p.m. Amended MTW Supplement for FY 25

| Name                 | Organization    | Address | Telephone No. | Check here if<br>testifying |
|----------------------|-----------------|---------|---------------|-----------------------------|
| <i>Nicolas Ayabe</i> | <i>HPHA PEO</i> |         |               |                             |
| <i>Benjamin Park</i> | <i>HPHA PEO</i> |         |               |                             |
| <i>Sarah Beamer</i>  | <i>HPHA SB</i>  |         |               |                             |
| <i>Andrew Tang</i>   | <i>HPHA DEV</i> |         |               |                             |
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## FOR INFORMATION

**SUBJECT:** Status on Legislative Bills and Report on Testimony by the Executive Director for the 2025 Legislative Session

### I. FACTS

- A. The 33<sup>rd</sup> Hawaii State Legislature, Regular Session of 2025, convened for the first year of the fiscal biennium on January 15, 2025.
- B. As a State government agency, the Hawaii Public Housing Authority (HPHA) and its Board of Directors are subject to the Sunshine Law set forth in Chapter 92, Hawaii Revised Statutes, which requires, in part, timely notice and hearing by the Board to approve legislative testimony or positions prior to any legislative hearing.
- C. Most bills of interest to the Legislature have been heard in their first referred committee. February 28, 2025, is “First Decking”, when all bills under consideration for crossover to the other chamber must be submitted to the clerk of the originating chamber in their final form. Legislative committees must submit these bills at least 48 hours prior to third reading.
- D. The HPHA has submitted testimony for 12 Senate Bills and 7 House Bills thus far (see Attachment A).
- E. Hearing notices, bill drafts, and testimonies can be found at the Hawaii State Legislature’s website: <https://www.capitol.hawaii.gov/>.

### II. DISCUSSION

- A. The Executive Director has the delegated authority to track legislative measures and provide testimony in accordance with the positions and policy directives adopted by the Board.
- B. Below are the Senate bills (SB) that the HPHA has submitted testimony for thus far:
  - 1. SB 65, RELATING TO HOUSING: Appropriates funds to the Hawaii Public Housing Authority for the rehabilitation, remodeling, renovation, and repair of housing units.

HPHA Position: The HPHA testified in support.

2. SB 68, RELATING TO THE DEPARTMENT OF HOUSING: Establishes the Department of Housing. Places the Hawaii Community Development Authority, Hawaii Housing Finance and Development Corporation, Office of Planning and Sustainable Development, and Hawaii Public Housing Authority within the Department of Housing for administrative purposes. Replaces the Director of Business, Economic Development, and Tourism with the Director of Housing on the Hawaii Community Development Authority.

HPHA Position: The HPHA testified with comments.

3. SB 70, RELATING TO HOUSING: Requires eligible applicants of the Rental Housing Revolving Fund to be either governmental agencies or organizations that are required to use all financial surplus, excluding fees, to develop additional housing in the State.

HPHA Position: The HPHA testified in support

4. SB 71, RELATING TO THE RENTAL HOUSING REVOLVING FUND: Amends the preference criteria and eligibility requirements for applicant developers seeking assistance from the Rental Housing Revolving Fund.

HPHA Position: The HPHA testified in support.

5. SB 75, RELATING TO HOUSING: Establishes a working group to revise the State's Qualified Allocation Plan, the prioritization of the Rental Housing Revolving Fund, and the terms of loans made from the RHRF. Requires a report to the Legislature.

HPHA Position: The HPHA testified in support of the intent.

6. SB 163, RELATING TO HOUSING: Requires the Hawaii Housing Finance and Development Corporation to maximize the amount of housing built that utilizes loans from the Rental Housing Revolving Fund by prioritizing projects with the shortest projected loan repayment terms that produce the highest number of units, per dollar, per year. Repeals all other priorities and preferences for projects utilizing the RHRF.

HPHA Position: The HPHA testified in support.

7. SB 379, RELATING TO HOMELESSNESS: Requires that Hawaii Housing Finance and Development Corporation housing projects include a restrictive covenant that states that the units designated as affordable housing, as described in the submitted project application, shall remain as affordable housing in perpetuity. Prohibits development of affordable housing in a special flood hazard area.

HPHA Position: The HPHA testified in support.

8. SB 456, RELATING TO BED BUGS: Prohibits landlords, including those operating in public housing and educational dorm settings, from renting a dwelling unit that the landlord knows has a current bed bug infestation. Establishes procedures that landlords shall take upon receiving notice of an actual or suspected bed bug infestation.

HPHA Position: The HPHA testified with comments.

9. SB 576, RELATING TO FINANCIAL ADMINISTRATION: Amends the requirements of legislative reports to be submitted by the Hawaii Public Housing Authority and Hawaii Housing Finance and Development Corporation. Amends the scope of moneys to be deposited into and the purposes of the public housing special fund. Exempts expenditures of the public housing special fund from appropriation and allotment by the legislature, subject to certain requirements.

HPHA Position: The HPHA testified in support

10. SB 602, RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY: Includes any parcels owned by the Hawaii Public Housing Authority as areas that may be closed to the public. Specifies required signage.

HPHA Position: The HPHA testified in support.

11. SB 1412, RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY: Clarifies the Hawaii Public Housing Authority's powers relating to housing projects.

HPHA Position: The HPHA testified in support.

12. SB 1413, RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY: Allows the Hawaii Public Housing Authority (HPHA) to sell, donate, or dispose of property abandoned or seized in

federal public housing projects. Requires the HPHA to notify the known owner of the abandoned or seized property. Creates procedures for persons entitled to the abandoned or seized property.

HPHA Position: The HPHA testified in support.

C. Below are the House Bills (HB) that the HPHA has submitted testimony for thus far:

1. HB 199, RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY: Includes any parcels owned by the Hawaii Public Housing Authority as areas that may be closed to the public. Specifies required signage.

HPHA Position: The HPHA testified in support.

2. HB 1093, RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY: Clarifies the Hawaii Public Housing Authority's powers relating to housing projects.

HPHA Position: The HPHA testified in support.

3. HB 1094, RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY: Allows the Hawaii Public Housing Authority (HPHA) to sell, donate, or dispose of property abandoned or seized in federal public housing projects. Requires the HPHA to notify the known owner of the abandoned or seized property. Creates procedures for persons entitled to the abandoned or seized property.

HPHA Position: The HPHA testified in support.

4. HB 1095, RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY: Amends section 356D-6.7, HRS, to include all Hawaii Public Housing Authority parcels as areas that may be closed to the public.

HPHA Position: The HPHA testified in support.

5. HB 1096, RELATING TO TENANT SELECTION: Repeals the tenant selection preferences for disabled veterans and the spouses of deceased veterans in the State Low-Income Housing Program.

HPHA Position: The HPHA testified in support.



6. HB 1097, RELATING TO PUBLIC HOUSING EVICTIONS:  
Reduces the time required to store unclaimed personal effects of an evicted tenant.

HPHA Position: The HPHA testified in support.

7. HB 1451, RELATING TO AFFORDABLE HOUSING: Establishes the Affordable Housing Land Inventory Task Force within the Hawaii Community Development Authority to update the Affordable Rental Housing Report and Ten-Year Plan maps, tier tables, and inventories of state lands suitable and available for affordable housing development. Requires a report to the Legislature. Appropriates moneys.

HPHA Position: The HPHA testified in support.

Attachment A: Bill Tracking Spreadsheet as of 2/3/25

Prepared by: Benjamin Park, Chief Planner BP

Attachment A

| Bill #                   | Report Title   | \$  | Senate Bills   |   | Status  | Introducer(s)   | Referral     | Companion              |
|--------------------------|--|-----|--|---|---|---|--------------|------------------------|
|                          |  |     | Measure Title  | Description   |   |   |              |                        |
| <a href="#">SB25</a>     | Counties; Reduction in Housing; Maintaining Residential Capacity   |     | RELATING TO HOUSING.   | Authorizes a county to reduce the number of housing units that may be built within any portion of the county only if the county increases the number of housing units that may be built elsewhere in the county, such that there is no net loss in residential capacity.  | S 2/3/2025: Report adopted; Passed Second Reading and referred to JDC.  | CHANG, Fevella  | HOU, JDC     |                        |
| <a href="#">SB26</a>     | HCDA; Affordable Housing Development; Task Force; State Lands; Expenditure Ceiling; Appropriation            | (S) | RELATING TO AFFORDABLE HOUSING.  | Establishes the Affordable Housing Land Inventory Task Force within the Hawaii Community Development Authority to update the Affordable Rental Housing Report and Ten-Year Plan maps, tier tables, and inventories of state lands suitable and available for affordable housing development. Requires a report to the Legislature. Appropriates moneys.     | S 1/16/2025: Referred to HOU/WTL, WAM.  | CHANG, FEVELLA, HASHIMOTO, SAN BUENAVENTURA, Gabbard, Wakai           | HOU/WTL, WAM | <a href="#">HB1451</a> |
| <a href="#">SB27</a>     | Housing Development; County Council Approval Exemption; State Financing                                      |     | RELATING TO HOUSING.   | Exempts state-financed housing developments from the requirement to obtain approval from the applicable county council.   | S 1/28/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, WITH AMENDMENTS. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Aquino, Kanuha; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Fevella. | CHANG, FEVELLA, HASHIMOTO, Moriwaki, Wakai                            | HOU, WAM     | <a href="#">HB416</a>  |
| <a href="#">SB31</a>     | Property; Discriminatory Restrictive Covenants; Invalid; Immunity  |     | RELATING TO PROPERTY.  | Allows a person who discovers a recorded discriminatory restrictive covenant to take certain actions without liability, to invalidate the covenant. Defines discriminatory restrictive covenant.  | S 1/30/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, WITH AMENDMENTS. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Kanuha, Fevella; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Aquino. | CHANG, FEVELLA, RHOADS, SAN BUENAVENTURA, Gabbard, Moriwaki           | HOU, CPN/JDC |                        |
| <a href="#">SB33</a>     | DBEDT; Department Name; Rename; Housing  |     | RELATING TO THE DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM. | Renames the Department of Business, Economic Development, and Tourism to the Department of Housing, Economic Development, and Tourism.  | S 1/16/2025: Referred to EDT/HOU, WAM.  | CHANG, GABBARD, RHOADS  | EDT/HOU, WAM |                        |
| <a href="#">SB35 SD1</a> | HHFDC; RHRF; Housing Efficiency and Innovation Subaccount; Housing; Priorities                               |     | RELATING TO THE RENTAL HOUSING REVOLVING FUND.                             | Establishes the Housing Efficiency and Innovation Subaccount within the Rental Housing Revolving Fund. Specifies permissible uses of funding and priorities. Authorizes the Hawaii Housing Finance and Development Corporation to transfer moneys between the Housing Efficiency and Innovation Subaccount and the RHRF without legislative approval. (SD1) | S 1/29/2025: Report adopted; Passed Second Reading, as amended (SD 1) and referred to WAM.  | CHANG, RICHARDS, McKelvey, Moriwaki                                   | HOU, WAM     | <a href="#">HB417</a>  |
| <a href="#">SB38 SD1</a> | Hawaii Housing Finance and Development Corporation; Housing Development; Counties; Modifications; Conditions |     | RELATING TO HOUSING.   | Prohibits the legislative body of a county from making modifications or imposing conditions to housing development proposals that would increase the cost of the project. (SD1)   | S 2/3/2025: Report adopted; Passed Second Reading, as amended (SD 1) and referred to JDC.   | CHANG, FEVELLA, HASHIMOTO, SAN BUENAVENTURA                           | HOU, JDC     | <a href="#">HB527</a>  |
| <a href="#">SB40 SD1</a> | HHFDC; Bond Volume Cap Recycling Program; Line of Credit; Revenue Bonds                                      |     | RELATING TO STATE FINANCES.  | Authorizes the Hawaii Housing Finance and Development Corporation to utilize revenue bonds when securing a line of credit or other instrument of indebtedness for the Bond Volume Cap Recycling Program. (SD1)  | S 1/29/2025: Report adopted; Passed Second Reading, as amended (SD 1) and referred to WAM.  | CHANG, GABBARD, HASHIMOTO, MORIWAKI, SAN BUENAVENTURA, Fevella, Wakai | HOU, WAM     | <a href="#">HB529</a>  |
| <a href="#">SB41</a>     | Conveyance Tax; Dwelling Unit Revolving Fund; Rental Housing Revolving Fund; Allocations                     |     | RELATING TO THE CONVEYANCE TAX.  | Allocates ten per cent of conveyance tax collections to the Dwelling Unit Revolving Fund. Removes the annual cap on conveyance taxes paid into the Rental Housing Revolving Fund.   | S 1/16/2025: Referred to HOU/WTL, WAM.  | CHANG, MCKELVEY, RHOADS, SAN BUENAVENTURA, Fevella, Moriwaki          | HOU/WTL, WAM |                        |

Attachment A

|                          |  |      |  |   |  |   |                  |                       |
|--------------------------|--|------|--|---|--|---|------------------|-----------------------|
| <a href="#">SB42</a>     | Rental Housing Revolving Fund; HHFDC; Grants; Repeal                     |      | RELATING TO THE RENTAL HOUSING REVOLVING FUND. | Repeals statutory language requiring certain housing projects have at least five per cent of available units be for persons and families with incomes at or below thirty per cent of the median family income to be eligible for loans from the Rental Housing Revolving Fund. Repeals statutory language providing grants to developers for rental units set aside for persons and families with incomes at or below thirty per cent of the median family income in any project financed in part or in whole by the Rental Housing Revolving Fund. Repeals statutory language requiring the Hawaii Housing Finance and Development Corporation to establish an application process for Rental Housing Revolving Fund allocation that gives preference to projects providing units for persons and families with incomes at or below thirty per cent of the median family income. | S 1/23/2025: The committee on HOU deferred the measure.  | CHANG, FEVELLA  | HOU, WAM         |                       |
| <a href="#">SB44</a>     | Counties; Rental Discrimination; Income; Prohibited                      |      | RELATING TO HOUSING DISCRIMINATION.            | Authorizes the counties to prohibit discrimination against a renter based on the renter's source of income.   | S 1/16/2025: Referred to EIG/HOU, CPN/JDC.   | CHANG, FEVELLA, MCKELVEY, RHOADS, SAN BUENAVENTURA, Moriwaki, Wakai                               | EIG/HOU, CPN/JDC |                       |
| <a href="#">SB65 SD1</a> | HPHA; Rehabilitation; Housing; Appropriations                            | (\$) | RELATING TO HOUSING.                           | Appropriates funds to the Hawaii Public Housing Authority for the rehabilitation, remodeling, renovation, and repair of housing units. (SD1)  | S 2/3/2025: Report adopted; Passed Second Reading, as amended (SD 1) and referred to WAM.  | CHANG, FEVELLA, FUKUNAGA, GABBARD, HASHIMOTO, MCKELVEY, MORIWAKI, RHOADS, SAN BUENAVENTURA, Wakai | HOU, WAM         | <a href="#">HB907</a> |
| <a href="#">SB66</a>     | Housing; Counties; Building Permits; Review Time Limits; Code Compliance |      | RELATING TO HOUSING.                           | Requires counties to grant building permits within 60 days if the application is stamped and certified by a licensed engineer and architect and other certain conditions are met.   | S 1/16/2025: Referred to HOU/EIG, JDC.   | CHANG, FEVELLA, GABBARD, HASHIMOTO, SAN BUENAVENTURA, Wakai                                       | HOU/EIG, JDC     |                       |
| <a href="#">SB67</a>     | Housing; Development; Counties; Inclusionary Zoning; Exemption           |      | RELATING TO INCLUSIONARY ZONING.               | Prohibits any law, ordinance, or rule from imposing an inclusionary zoning requirement on housing offered exclusively for sale or rent in perpetuity to buyers or renters who are residents of the State, are owner-occupants or renters, and do not own any other real property.   | S 2/3/2025: The committee(s) on HOU has scheduled a public hearing on 02-06-25 1:05PM; Conference Room 225 & Videoconference.  | CHANG, FEVELLA  | HOU, JDC/WAM     |                       |
| <a href="#">SB68</a>     | Department of Housing; HCDA; HHFDC; OPSD; HPHA; Establishment; Transfer  |      | RELATING TO THE DEPARTMENT OF HOUSING.         | Establishes the Department of Housing. Places the Hawaii Community Development Authority, Hawaii Housing Finance and Development Corporation, Office of Planning and Sustainable Development, and Hawaii Public Housing Authority within the Department of Housing for administrative purposes. Replaces the Director of Business, Economic Development, and Tourism with the Director of Housing on the Hawaii Community Development Authority.  | S 1/30/2025: The committee(s) on GVO recommend(s) that the measure be PASSED, WITH AMENDMENTS. The votes in GVO were as follows: 5 Aye(s): Senator(s) McKelvey, Gabbard, Moriwaki, San Buenaventura, Fevela; Aye(s) with reservations: none ; 0 No(es): none; and 0 Excused: none. | CHANG, FEVELLA, HASHIMOTO, Moriwaki   | HOU/GVO, WAM     |                       |

Attachment A

|                          |  |  |  |  |  |                  |                       |
|--------------------------|--|--|--|--|--|------------------|-----------------------|
| <a href="#">SB69</a>     | Banks; Loans; Housing; Director of Finance; State Treasury Depository  | RELATING TO DEPOSITS OF PUBLIC FUNDS.          | Requires the Director of Finance to consider, before the selection of a depository for the state treasury, the beneficial effects to the State of using depositories within the State, including but not limited to lending at favorable terms for the creation of certain affordable housing units.   | S 1/29/2025: The committee(s) on CPN deferred the measure until 02-04-25 9:30AM; CR 229.   | CHANG, FEVELLA, HASHIMOTO, RHOADS, Gabbard           | CPN/HOU, WAM     |                       |
| <a href="#">SB70 SD1</a> | RHRF; Eligible Applicants; Organizations; Profits; Government Agencies   | RELATING TO HOUSING.                           | Requires eligible applicants of the Rental Housing Revolving Fund to be either governmental agencies or organizations that are required to use all financial surplus, excluding fees, to develop additional housing in the State. (SD1)  | S 2/3/2025: Report adopted; Passed Second Reading, as amended (SD 1) and referred to WAM.  | CHANG, FEVELLA, RHOADS, McKelvey, San Buenaventura   | HOU, WAM         | <a href="#">HB762</a> |
| <a href="#">SB71</a>     | RHRF; Preference Criteria; Eligibility   | RELATING TO THE RENTAL HOUSING REVOLVING FUND. | Amends the preference criteria and eligibility requirements for applicant developers seeking assistance from the Rental Housing Revolving Fund.  | S 1/28/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, WITH AMENDMENTS. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Aquino, Kanuha; Aye(s) with reservations: Senator(s) Hashimoto ; 0 No(es): none; and 1 Excused: Senator(s) Fevella. | CHANG, FEVELLA, RHOADS, RICHARDS, McKelvey, Moriwaki | HOU, WAM         |                       |
| <a href="#">SB72</a>     | HHFDC; Housing Development Programs; Criteria; Preferences; Ranking; Housing Location Proximity; State and County Employees; Returning Resident Graduates; Reserved Units; Rules | RELATING TO HOUSING.                           | Requires the Hawaii Housing Finance and Development Corporation (HHFDC) to consider as a preference under chapter 201H, HRS, the proximity between the housing location and the applicant's place of employment; whether the applicant is a state or county employee; and whether the applicant is a returning resident that left the State to attend a university, college, or trade school and has graduated within the past two years. Requires, for any project developed or administered by the HHFDC under chapter 201, HRS, the HHFDC to set aside as a matter of preference an undetermined per cent of available units for state or county employees, when feasible. Requires HHFDC to determine the order of preferences and rank applicants accordingly, select applicants based on application date within the pool of similarly ranked applicants, and validate the preference status of applicants before occupancy of a unit. Authorizes HHFDC to adopt rules to establish additional eligibility criteria. | S 1/16/2025: Referred to HOU/LBT, WAM.   | CHANG, FEVELLA, RHOADS                               | HOU/LBT, WAM     |                       |
| <a href="#">SB75</a>     | Housing; Qualified Allocation Plan; RHRF; Prioritization; Terms; Working Group; Report   | RELATING TO HOUSING.                           | Establishes a working group to revise the State's Qualified Allocation Plan, the prioritization of the Rental Housing Revolving Fund, and the terms of loans made from the RHRF. Requires a report to the Legislature.   | S 1/31/2025: Report adopted; Passed Second Reading and referred to WAM.  | CHANG, FEVELLA, HASHIMOTO, Wakai                     | HOU, WAM         | <a href="#">HB418</a> |
| <a href="#">SB76</a>     | Housing; Rent-to-Own Program; Fee Simple; Leasehold  | RELATING TO HOUSING.                           | Clarifies that the dwelling units eligible for the Rent-to-Own Program shall be units that are for sale in fee simple or leasehold on state or county land under a lease with an initial term of not less than ninety-nine years. Increases the time period that the sales price of dwelling units under the Rent-to-Own Program shall remain fixed from five years to ten years after the rental agreement is executed.   | S 1/29/2025: The committee(s) on CPN recommend(s) that the measure be PASSED, WITH AMENDMENTS. The votes in CPN were as follows: 3 Aye(s): Senator(s) Keohokalole, Fukunaga, McKelvey; Aye(s) with reservations: none ; 0 No(es): none; and 2 Excused: Senator(s) Richards, Awa. | CHANG, FEVELLA, MCKELVEY, San Buenaventura           | HOU/CPN, WAM/JDC | <a href="#">HB525</a> |

Attachment A

|                       |   |  |   |  |   |                  |                       |
|-----------------------|---|--|---|--|---|------------------|-----------------------|
| <a href="#">SB79</a>  | DLNR; DHHL; Housing Projects; Historical Review   | RELATING TO HISTORIC PRESERVATION REVIEWS.         | Requires the Department of Land and Natural Resources to determine the effect of any certain proposed housing projects within ninety days of a request for determination. Establishes historical review requirements based on the project area's known historic, cultural, and archaeological resources. Requires the Department of Hawaiian Home Lands to consult with the DLNR before commencement of a proposed project relating to lands under DHHL's jurisdiction. | S 1/16/2025: Referred to WTL/HOU/HWN, JDC.   | CHANG, HASHIMOTO  | WTL/HOU/HWN, JDC |                       |
| <a href="#">SB80</a>  | HHFDC; DURF; Dwelling Unit Revolving Fund Equity Program  | RELATING TO THE DWELLING UNIT REVOLVING FUND.      | Establishes the Dwelling Unit Revolving Fund Equity Program. Repeals the Dwelling Unit Revolving Fund Equity Pilot Program. Clarifies that the Hawaii Housing Finance and Development Corporation may utilize funds in the Dwelling Unit Revolving Fund for the purchase of equity in for-sale housing development projects and interim primary or secondary financing.   | S 1/16/2025: Referred to HOU, WAM.   | CHANG, FEVELLA, MCKELVEY  | HOU, WAM         | <a href="#">HB460</a> |
| <a href="#">SB93</a>  | Housing Development; Exemptions; Counties   | RELATING TO HOUSING.                               | Decreases the time period for the legislative body of a county to approve, approve with modification, or disapprove housing developments exempt from certain requirements pursuant to section 201H-38, HRS, from forty-five days to thirty days.  | S 1/16/2025: Referred to HOU/EIG, JDC.   | ELEFANTE, AQUINO, CHANG, GABBARD, HASHIMOTO, Moriwaki           | HOU/EIG, JDC     | <a href="#">HB419</a> |
| <a href="#">SB123</a> | Department of Budget and Finance; Department of Taxation; Home Mortgage Interest Deduction; Income Tax; Reports | RELATING TO TAXATION.                              | Eliminates the home mortgage interest deduction for second homes under Hawaii income tax law. Requires reports to the Legislature.  | S 1/28/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, WITH AMENDMENTS. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Aquino, Kanuha; Aye(s) with reservations: none; 0 No(es): none; and 1 Excused: Senator(s) Fevella. | RHOADS, CHANG, LEE, C.  | HOU, WAM         |                       |
| <a href="#">SB152</a> | HHFDC; DHHL; DURF; Collateral; Loans; Residential Homestead Lots; Housing                                       | RELATING TO THE DEPARTMENT OF HAWAIIAN HOME LANDS. | Authorizes the Department of Hawaiian Home Lands to utilize funds in the Dwelling Unit Revolving Fund as collateral when DHHL is an eligible borrower of a loan guaranteed by the United States Department of Housing and Urban Development pursuant to the Housing and Community Development Act, as amended, subject to approval of the Hawaii Housing Finance and Development Corporation. Appropriates funds.   | S 1/30/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, WITH AMENDMENTS. The votes in HOU were as follows: 5 Aye(s): Senator(s) Chang, Hashimoto, Aquino, Kanuha; Aye(s) with reservations: Senator(s) Fevella; 0 No(es): none; and 0 Excused: none. | KEOHOKALOPE, CHANG, DECOITE, KANUHA, RICHARDS, SAN BUENAVENTURA | HOU/HWN, WAM     |                       |
| <a href="#">SB156</a> | Affordable Housing; Notice; Eligible Parties; Matched Agreement of Sale   | RELATING TO HOUSING.                               | Requires certain landlords to provide a specified notice to a tenant regarding the tenant's potential right to purchase the property, under certain conditions. Allows tenants, families, local governments, affordable housing nonprofits, and community land trusts forty-five days to match or beat the best bona fide offer to buy an eligible affordable housing property.   | S 1/30/2025: The committee on HOU deferred the measure.  | CHANG   | HOU, CPN/JDC     |                       |
| <a href="#">SB159</a> | School Impact Fees; Housing; Exemption  | RELATING TO SCHOOL IMPACT FEES.                    | Exempts certain housing developments from assessments of school impact fees.  | S 1/17/2025: Referred to HOU/EDU, WAM.   | CHANG, HASHIMOTO  | HOU/EDU, WAM     |                       |

Attachment A

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|------------------------------|---|---|---|--|--|-------------------------|--|
| <p><a href="#">SB163</a></p> | <p>HHFDC; RHRF; Allocation; Priorities; Housing; Loans</p>  | <p>RELATING TO THE RENTAL HOUSING REVOLVING FUND.</p> | <p>Requires the Hawaii Housing Finance and Development Corporation to maximize the amount of housing built that utilizes loans from the Rental Housing Revolving Fund by prioritizing projects with the shortest projected loan repayment terms that produce the highest number of units, per dollar, per year. Repeals all other priorities and preferences for projects utilizing the RHRF.</p>   | <p>S 1/28/2025: The committee on HOU deferred the measure.</p>   | <p>CHANG, FEVELLA, SAN BUENAVENTURA, Richards</p>  | <p>HOU, WAM</p>         |  |
| <p><a href="#">SB164</a></p> | <p>HHFDC; RHRF; SHRF; DURF; Conveyance Tax; Housing Efficiency and Innovation Subaccount; Affordable Housing; Eligible Applicants; Organizations; Profits; Government Agencies; Grants; Allocations; Eligibility; Fund Allocation; Preference; Priorities; Repeat; Qualified Allocation; Terms; Working Group; Report</p> | <p>RELATING TO HOUSING.</p>                           | <p>Repeals statutory requirements for certain housing projects to be eligible for loans from the Rental Housing Revolving Fund. Repeals certain statutory provisions for grants to developers for rental units eligible to be financed in part or in whole by the RHRF. Repeals statutory language requiring the Hawaii Housing Finance and Development Corporation to establish an application process for RHRF allocation that prioritized projects meeting certain requirements. Renames the Rental Housing Revolving Fund to the State Housing Revolving Fund (SHRF). Clarifies eligible applicants of the SHRF. Authorizes the HHFDC to use funds from the SHRF for broader housing projects. Establishes the Housing Efficiency and Innovation Subaccount within the SHRF. Authorizes the HHFDC to transfer funds between the Housing Efficiency and Innovation Subaccount and the RHRF without legislative approval. Amends the criteria and eligibility requirements for applicant developers seeking assistance from the SHRF. Requires the HHFDC to maximize the amount of housing built that utilizes loans from the SHRF by prioritizing projects with the shortest projected loan repayment terms that produce the highest number of units, per dollar, per year. Repeals all other priorities and preferences for projects utilizing the RHRF. Establishes a working group to revise the State's Qualified Allocation Plan, the prioritization of the SHRF, and the terms of loans. Requires a report to the Legislature. Allocates ten</p> | <p>S 1/17/2025: Referred to HOU/WTL, WAM/JDC.</p>  | <p>CHANG, AQUINO, FEVELLA</p>                      | <p>HOU/WTL, WAM/JDC</p> |  |
| <p><a href="#">SB165</a></p> | <p>Housing; Qualified Nonprofit Housing Trusts; Qualified Residents</p>   | <p>RELATING TO HOUSING.</p>                           | <p>Clarifies the definition of "qualified nonprofit housing trust" to specify organizations that exclusively serve qualified residents as defined in section 201H-32, HRS.</p>  | <p>S 1/28/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, UNAMENDED. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Aquino, Kanuha; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Fevella.</p> | <p>CHANG, AQUINO, FEVELLA, HASHIMOTO, RICHARDS</p> | <p>HOU, WAM</p>         |  |
| <p><a href="#">SB206</a></p> | <p>Residential Property; Nonresident Aliens; Prohibitions</p>   | <p>RELATING TO PROPERTY.</p>                          | <p>Prohibits nonresident aliens and businesses and trusts that are significantly controlled by nonresident aliens from acquiring certain residential property in the State, except as otherwise provided by law.</p>  | <p>S 1/17/2025: Referred to HOU/WTL, JDC.</p>  | <p>FEVELLA</p>                                     | <p>HOU/WTL, JDC</p>     |  |

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| <a href="#">SB211</a> | Hawaii Community Development Authority; OHA; Residential Development; Kakaako Makai   |      | RELATING TO THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY.             | Allows the raising of the building height limit for 2 of the 5 parcels owned by the Office of Hawaiian Affairs in the Kakaako Makai area to 400 feet. Lifts the current restriction against residential development on the 5 OHA-owned parcels in Kakaako Makai to allow residential development by OHA or by third parties to which OHA conveys the parcels. Requires OHA and any developer to provide written notice to any tenant or resident of potential aircraft related nuisances before entering into a lease, and to assess and propose mitigation efforts to address aircraft related nuisances in development plans and proposals. | S 1/17/2025: Referred to WTL/HWN/HOU/TCA, JDC/WAM.  | FEVELLA, CHANG, Richards  | WTL/HWN/HOU/TCA, JDC/WAM |                        |
| <a href="#">SB288</a> | City and County of Honolulu Mayor's Package; HHFDC; Housing; County Powers; Mixed-Use Development; Bond Proceeds              |      | RELATING TO HOUSING.  | Repeals the sunset provision in Act 45, SLH 2024, related to the counties' authorization to develop, construct, finance, refinance, or otherwise provide mixed-use developments.  | S 1/21/2025: Referred to HOU/EIG, WAM.  | KOUCHI (Introduced by request of another party)                                 | HOU/EIG, WAM             | <a href="#">HB373</a>  |
| <a href="#">SB378</a> | HHFDC; Maui County; Mixed-used Developments; Potential Acquisitions; Working Group; Report                                    |      | RELATING TO THE HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION. | Establishes a working group within the Hawaii Housing Finance and Development Corporation to identify existing mixed-use developments in Maui County that could be acquired by the Hawaii Housing Finance and Development Corporation for use as affordable housing and commercial rental leases. Requires a report to the Legislature.   | S 1/28/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, UNAMENDED. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Aquino, Kanuha; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Fevella.       | MCKELVEY, CHANG, FEVELLA, GABBARD, KIDANI, Kanuha, San Buenaventura             | HOU, WAM                 |                        |
| <a href="#">SB379</a> | HHFDC; Affordable Housing; Housing Projects; Affordability; Perpetuity; Special Flood Hazard Area                             |      | RELATING TO AFFORDABLE HOUSING.                                     | Requires that Hawaii Housing Finance and Development Corporation housing projects include a restrictive covenant that states that the units designated as affordable housing, as described in the submitted project application, shall remain as affordable housing in perpetuity. Prohibits development of affordable housing in a special flood hazard area.  | S 1/28/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, UNAMENDED. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Aquino, Kanuha; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Fevella.       | MCKELVEY, CHANG, FEVELLA, FUKUNAGA, GABBARD, KIDANI, Moriwaki, San Buenaventura | HOU, WAM                 |                        |
| <a href="#">SB414</a> | HHFDC; County of Maui; Maui Wildfires; Permanent Housing; Villages of Leialii; Land; Access Road; Condemnation; Appropriation | (\$) | RELATING TO RESTORING ACCESS TO DISASTER-AFFECTED AREAS.            | Requires the Hawaii Housing Finance and Development Corporation to institute proceedings to condemn certain lands in Lahaina to build a new access road from Keawe Street to the Kilohana and Kalaiola sites developed in the Villages of Leialii. Appropriates moneys into and out of the dwelling unit revolving fund for the appraisals and other preparations for the condemnation proceedings.   | S 1/28/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, WITH AMENDMENTS. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Aquino, Kanuha; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Fevella. | MCKELVEY, CHANG, Fevella, Fukunaga, Gabbard                                     | HOU, WAM/JDC             |                        |
| <a href="#">SB456</a> | Bed Bugs; Landlords; Rental Dwelling Units; Infestations  |      | RELATING TO BED BUGS.   | Prohibits landlords, including those operating in public housing and educational dorm settings, from renting a dwelling unit that the landlord knows has a current bed bug infestation. Establishes procedures that landlords shall take upon receiving notice of an actual or suspected bed bug infestation.   | S 1/30/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, WITH AMENDMENTS. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Kanuha, Fevella; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Aquino. | RHOADS, Fukunaga  | HOU, CPN                 | <a href="#">HB1186</a> |



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| <p><a href="#">SB466</a></p> | <p>Hawaii State Association of Counties Package; HHFDC; Housing Development Programs; Criteria; Preferences; Ranking; Housing Location Proximity; State and County Employees; Returning Resident Graduates; Reserved Units; Rules</p>                                |  | <p>RELATING TO HOUSING.</p>            | <p>Requires the HHFDC to consider as a preference under chapter 201H, the proximity between the housing location and the applicant's place of employment; whether the applicant is a state or county employee; and whether the applicant is a returning resident that left the State to attend a university, college, or trade school and has graduated within the past two years. Requires, for any project developed or administered by the HHFDC under chapter 201, HRS, the HHFDC to set aside as a matter of preference an undetermined per cent of available units for state or county employees, when feasible. Requires HHFDC to determine the order of preferences and rank applicants accordingly, select applicants based on application date within the pool of similarly ranked applicants, and validate the preference status of applicants before occupancy of a unit. Authorizes HHFDC to adopt rules to establish additional eligibility criteria.</p> | <p>S 1/21/2025: Referred to HOU, WAM.</p>   | <p>KOUCHI (Introduced by request of another party)</p> | <p>HOU, WAM</p>         | <p><a href="#">HB374</a></p> |
| <p><a href="#">SB469</a></p> | <p>Hawaii State Association of Counties Package; DHS; Affordable Housing; Conveyance Tax; Rates; Exemption; Homeless Services Fund; Affordable Homeownership Revolving Fund; Land Conservation Fund; Rental Housing Revolving Fund; Dwelling Unit Revolving Fund</p> |  | <p>RELATING TO THE CONVEYANCE TAX.</p> | <p>Establishes the Homeless Services Special Fund. Allows counties to apply for matching funds from the Affordable Homeownership Revolving Fund for certain housing projects. Increases the conveyance tax rates for certain properties. Establishes conveyance tax rates for multifamily residential properties. Establishes new exemptions to the conveyance tax. Allocates collected conveyance taxes to the Affordable Homeownership Revolving Fund, Homeless Services Special Fund and, and Dwelling Unit Revolving Fund. Amends allocations to the Land Conservation Fund and Rental Housing Revolving Fund.</p>  | <p>S 1/21/2025: Referred to HHS/HOU/WTL, WAM.</p>   | <p>KOUCHI (Introduced by request of another party)</p> | <p>HHS/HOU/WTL, WAM</p> | <p><a href="#">HB377</a></p> |
| <p><a href="#">SB490</a></p> | <p>Kamaaina Homes Program; Voluntary Deed Restrictions; Counties</p>   |  | <p>RELATING TO HOUSING.</p>            | <p>Establishes the Kamaaina Homes Program to provide funding to the counties to purchase voluntary deed restrictions from eligible homeowners or homebuyers.</p>  | <p>S 1/30/2025: The committee(s) on HOU deferred the measure until 02-04-25 1:00PM; CR 225.</p> | <p>CHANG</p>   | <p>HOU, WAM</p>         | <p><a href="#">HB739</a></p> |
| <p><a href="#">SB491</a></p> | <p>HHFDC; Counties; Accessory Dwelling Units; Grants; Voluntary Deed Restrictions; Dwelling Unit Revolving Fund</p>  |  | <p>RELATING TO HOUSING.</p>            | <p>Establishes the Accessory Dwelling Unit Financing and Deed Restriction Program to allocate funds to the counties to provide grants to eligible homeowners or homebuyers to finance construction costs, development costs, and non-reoccurring closing costs associated with the construction of an accessory dwelling unit and purchase deed restrictions on such property.</p>  | <p>S 1/30/2025: The committee(s) on HOU deferred the measure until 02-04-25 1:00PM; CR 225.</p> | <p>CHANG</p>   | <p>HOU, WAM</p>         | <p><a href="#">HB740</a></p> |

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| <a href="#">SB511</a> | HHFDC; Housing Development; Counties; Affordable Housing; Planning Exemptions  | RELATING TO HOUSING.  | Clarifies that approval for certain housing projects seeking exemptions from planning and development laws and rules shall be granted by the appropriate county legislative body, rather than the Hawaii Housing Finance and Development Corporation. Requires the HHFDC to work in conjunction with the counties to ensure state-approved affordable housing developments conform to county general plans and growth policies.   | S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 & Videoconference.  | RICHARDS, FEVELLA, Gabbard  | HOU, WAM             |                        |
| <a href="#">SB534</a> | HCDA; OHA; Kakaako Makai; Residential Development; Height Limit; Workforce Housing; Owner-Occupant; Hawaii Community Development Revolving Fund; Special Account; Kakaako Makai; Association Fee | RELATING TO THE HAWAII COMMUNITY DEVELOPMENT AUTHORITY.       | Allows the HCDA to approve residential development on certain parcels of land in the Kakaako Makai area. Raises the building height limit on certain parcels in the area. Requires a certain percentage of the residential units developed on certain parcels to be allocated to households at or below a certain income level, with priority given to certain essential workforce in the area. Limits the sale of residential units developed in certain residential developments to prospective owner-occupants. Requires the HCDA to determine a Kakaako Makai Association Fee to be collected from all residential developments on certain parcels to be deposited into a special account in the Hawaii Community Development Revolving Fund to fund various services and projects in the Kakaako Makai area. | S 1/29/2025: The committee(s) on HOU deferred the measure until 02-04-25 1:00PM; CR 225.  | KIDANI, AQUINO, CHANG, DECOITE, FEVELLA, KEOHOKALOPE, MCKELVEY, RICHARDS, SAN BUENAVENTURA, Kanuha, Wakai | WTL/HWN/HOU, JDC/WAM |                        |
| <a href="#">SB572</a> | Housing; Affordable Homeownership Revolving Fund; Nonprofit CDFIs  | RELATING TO HOUSING.  | Adds loan funds administered by Nonprofit Community Development Financial Institutions (CDFIs) for certain for sale affordable housing projects to list of loan priorities for the Affordable Homeownership Revolving Fund. Expands use of moneys in the revolving fund to allow financing as matching funds for CDFIs to mobilize other funding sources.   | S 1/30/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, UNAMENDED. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Kanuha, Fevella; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Aquino. | HASHIMOTO, CHANG, FEVELLA   | HOU, WAM             | <a href="#">HB1432</a> |
| <a href="#">SB576</a> | HPHA; HHFDC; Reports; Public Housing Special Fund  | RELATING TO FINANCIAL ADMINISTRATION.                         | Amends the requirements of legislative reports to be submitted by the Hawaii Public Housing Authority and Hawaii Housing Finance and Development Corporation. Amends the scope of moneys to be deposited into and the purposes of the public housing special fund. Exempts expenditures of the public housing special fund from appropriation and allotment by the legislature, subject to certain requirements.  | S 1/30/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, UNAMENDED. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Kanuha, Fevella; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Aquino. | HASHIMOTO, AQUINO, CHANG, FEVELLA, MORIWAKI   | HOU, WAM             |                        |
| <a href="#">SB577</a> | Rental Housing Project Disaster Recovery Permits   | RELATING TO RENTAL HOUSING PROJECT DISASTER RECOVERY PERMITS. | Authorizes departments to issue permits for the development of multi-family rental housing projects on state or county land that was used for a multi-family rental housing project before a state emergency.   | S 1/23/2025: Referred to HOU/WTL, JDC.  | HASHIMOTO, AQUINO, CHANG, DECOITE, FEVELLA, KANUHA, Moriwaki  | HOU/WTL, JDC         |                        |

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| <a href="#">SB602</a> | HPHA; Public Housing; Public Closure; Offices and Facilities; Trespassing                      |      | RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY.                    | Includes any parcels owned by the Hawaii Public Housing Authority as areas that may be closed to the public. Specifies required signage.  | S 1/30/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, UNAMENDED. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Kanuha, Fevella; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Aquino. | WAKAI, AQUINO, CHANG, KIDANI, MORIWAKI, RHOADS, Hashimoto, Richards, San Buenaventura | HOU, JDC     | <a href="#">HB199</a>  |
| <a href="#">SB612</a> | Housing Development; Exempt Projects; Rent-to-Equity   |      | RELATING TO RENT TO BUILD EQUITY.                                   | Requires developers of housing projects that are exempt from certain laws to enter into profit-sharing agreements with the tenants of those properties. Applies to new housing projects approved after 7/1/25.  | S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 & Videoconference.  | FEVELLA   | HOU, CPN/WAM |                        |
| <a href="#">SB627</a> | HHFDC; Current and Returning Resident Down Payment Program; Special Fund; Appropriations       | (\$) | RELATING TO DOWN PAYMENTS.  | Establishes within the Hawaii Housing Finance and Development Corporation a current and returning resident down payment program to provide matching funds for the down payment on a primary residence. Appropriates moneys and establishes positions.   | S 1/23/2025: Referred to HOU, WAM.  | FEVELLA, AQUINO   | HOU, WAM     |                        |
| <a href="#">SB662</a> | Villages of Kapolei; Road Transfer; City and County of Honolulu; HHFDC; Statewide Traffic Code |      | RELATING TO TRANSPORTATION.   | Requires the HHFDC to transfer the public roads of the Villages of Kapolei to the City and County of Honolulu by January 1, 2026. Authorizes county police officers to enforce the statewide traffic code on all public streets, roadways, and highways within the State.                     | S 1/23/2025: Referred to HOU/EIG, WAM.  | GABBARD, CHANG, HASHIMOTO, MCKELVEY   | HOU/EIG, WAM | <a href="#">HB157</a>  |
| <a href="#">SB749</a> | HHFDC; Rental Assistance Program; Reserve Percentage   |      | RELATING TO HOUSING.  | Requires rental housing projects to maintain, in perpetuity, fifty per cent of the project's units for certain low-income tenants to be eligible for assistance under the Hawaii Housing Finance and Development Corporation's rental assistance program.                                     | S 1/30/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, UNAMENDED. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Kanuha, Fevella; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Aquino. | MCKELVEY, FEVELLA, FUKUNAGA, MORIWAKI   | HOU, WAM     |                        |
| <a href="#">SB759</a> | HHFDC; DHHL; Board of Directors; Membership; Quorum  |      | RELATING TO THE HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION. | Adds the Chairperson of the Department of Hawaiian Home Lands, or the Chairperson's designee, to the Hawaii Housing Finance and Development Corporation Board of Directors. Amends quorum requirements for the Hawaii Housing Finance and Development Corporation Board of Directors.         | S 1/30/2025: The committee(s) on HWN deferred the measure until 02-06-25 1:01PM; CR 224.  | RICHARDS, CHANG, FEVELLA, GABBARD, KIDANI   | HOU/HWN, WAM |                        |
| <a href="#">SB771</a> | HHFDC; Board of Directors; Membership; Chairperson; Eligibility                                |      | RELATING TO THE HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION. | Repeals the requirement that the Chairperson of the Hawaii Housing Finance and Development Corporation Board of Directors be a public member. Repeals the prohibition that certain ex officio board members shall not be eligible to serve as Chairperson of the HHFDC Board of Directors.    | S 1/30/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, UNAMENDED. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Kanuha, Fevella; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Aquino. | CHANG   | HOU, JDC     |                        |
| <a href="#">SB806</a> | Housing; Exemptions; Transit-Oriented Zones; Development                                       |      | RELATING TO HOUSING.  | Requires housing projects developed pursuant to section 201H-38, HRS, to be located within county-designated transit-oriented zones.  | S 1/23/2025: Referred to HOU/WTL, WAM.  | FUKUNAGA  | HOU/WTL, WAM | <a href="#">HB1480</a> |
| <a href="#">SB807</a> | Affordable Housing Projects; HHFDC; County Legislative Bodies; Decision-making; Timeline       |      | RELATING TO HOUSING.  | Expands the time period within which a county legislative body must approve, approve with modifications, or disapprove housing projects the Hawaii Housing Finance and Development Corporation develops or assists under a government assistance program from forty-five days to ninety days. | S 1/23/2025: Referred to HOU/EIG, WAM.  | FUKUNAGA, FEVELLA, KIDANI, Ihara  | HOU/EIG, WAM |                        |

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| <a href="#">SB826</a>  | LIHTC; Developers; Applicability   |      | RELATING TO THE LOW-INCOME HOUSING TAX CREDIT.   | Clarifies housing developers that are eligible for the Low Income Housing Tax Credit.   | \$ 1/30/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, UNAMENDED. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Kanuha, Fevella; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Aquino. | HASHIMOTO   | HOU, WAM     |                       |
| <a href="#">SB834</a>  | Housing Development Programs; Restrictions on Transfer; Hawaiian Home Lands; Exception   |      | RELATING TO RESTRICTIONS ON THE TRANSFER OF REAL PROPERTY UNDER CHAPTER 201H, HAWAII REVISED STATUTES. | Exempts transfers of Hawaiian home lands from transfer restrictions for real property under Chapter 201H housing development programs.  | \$ 1/30/2025: The committee(s) on HWN deferred the measure until 02-06-25 1:01PM; CR 224.  | HASHIMOTO, CHANG  | HWN/HOU, WAM | <a href="#">HB576</a> |
| <a href="#">SB843</a>  | HHFDC; Kupuna Home Equity Conversion Mortgage Program  |      | RELATING TO HOUSING.   | Establishes the Kupuna Home Equity Conversion Mortgage Program under the Hawaii Housing Finance and Development Corporation.  | \$ 1/23/2025: Referred to HOU, CPN/WAM.  | CHANG   | HOU, CPN/WAM |                       |
| <a href="#">SB867</a>  | Affordable Housing; Watershed Management; Water Resources; Working Group; Reports  |      | RELATING TO AFFORDABLE HOUSING.  | Establishes a working group within the Office of the Governor for administrative purposes to ascertain the State's available water resources and water system source capacity and to streamline well permit approval processes to further plan for the development of affordable housing. Requires the working group to inventory all available water resources statewide and identify sources of aquifer replenishment in relation to affordable housing development. Requires an interim and final report to the Legislature. | \$ 1/23/2025: Referred to HOU/WTL, WAM.  | KANUHA, CHANG, DECOITE, GABBARD, HASHIMOTO, KIDANI, RHOADS, RICHARDS                    | HOU/WTL, WAM |                       |
| <a href="#">SB878</a>  | Kupuna Caucus; State Rent Supplement Program for Kupuna; Kupuna Housing; Sunset; Extension   |      | RELATING TO KUPUNA HOUSING.  | Extends the sunset date for the State Rent Supplement Program for Kupuna to 6/30/2028.  | \$ 1/23/2025: Referred to HOU/HHS, WAM.  | MORIWAKI, CHANG, ELEFANTE, FEVELLA, GABBARD, HASHIMOTO, KIDANI, MCKELVEY, RHOADS, Ihara | HOU/HHS, WAM | <a href="#">HB703</a> |
| <a href="#">SB912</a>  | Short Form; Housing  |      | RELATING TO HOUSING.   | Short form bill.  | \$ 1/23/2025: Referred to HOU.   | KANUHA  | HOU          |                       |
| <a href="#">SB913</a>  | Short Form; Housing  |      | RELATING TO HOUSING.   | Short form bill.  | \$ 1/23/2025: Referred to HOU.   | KANUHA  | HOU          |                       |
| <a href="#">SB914</a>  | Short Form; Housing  |      | RELATING TO HOUSING.   | Short form bill.  | \$ 1/23/2025: Referred to HOU.   | KANUHA  | HOU          |                       |
| <a href="#">SB944</a>  | LIHTC; Partnership; Limited Liability Company; Allocation; Transfer, Sale, or Assignment; Direct or Indirect Interest; Sunset; Extension |      | RELATING TO THE LOW-INCOME HOUSING TAX CREDIT.   | Authorizes a partner or member in a partnership or limited liability company that has been allocated a low-income housing tax credit to further allocate the credit or transfer, sell, or assign up to one hundred per cent of the tax credit, under certain conditions. Extends the sunset date for certain provisions of the Low-Income Housing Tax Credit for low-income buildings.  | \$ 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 & Videoconference.  | HASHIMOTO   | HOU, WAM     |                       |
| <a href="#">SB1024</a> | HPHA; Pet Animals; Allowed; Appropriations   | (\$) | RELATING TO PUBLIC HOUSING.  | Requires the Hawaii Public Housing Authority to allow any resident of a public housing project or state low-income housing project to keep one or more pet animals in the resident's unit, subject to applicable state laws, county ordinances, and any reasonable conditions. Provides that HPHA may charge a refundable deposit for each pet animal but shall not impose a monthly pet fee or pet rent. Allows HPHA to remove a vicious animal to protect persons or property. Establishes positions. Appropriates funds.     | \$ 1/23/2025: Referred to HOU, WAM/JDC.  | LEE, C., CHANG, MCKELVEY, Wakai   | HOU, WAM/JDC |                       |

Attachment A

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| <p><a href="#">SB1033</a></p> | <p>Excise Tax on Certain Taxpayers Failing to Sell Excess Single-Family Residences; Housing Downpayment Trust Fund</p>   | <p>RELATING TO TAXATION.</p> | <p>Establishes an excise tax on certain taxpayers who own excess single-family residences for failure to sell those residences. Establishes and allocates excise tax revenues to the Housing Downpayment Trust Fund.</p>   | <p>S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 &amp; Videoconference.</p> | <p>LEE, C.</p>                           | <p>HOU, WAM/JDC</p> |  |
| <p><a href="#">SB1114</a></p> | <p>LUC; Agricultural District; Land Reclassification; Senior Housing; Elderly Housing</p>  | <p>RELATING TO HOUSING.</p>  | <p>Authorizes large landowners to petition the Land Use Commission to allow the development of elderly housing on portions of agricultural lands.</p>  | <p>S 1/23/2025: Referred to WTL/HOU, WAM.</p>   | <p>RICHARDS, CHANG, FEVELLA, Wakai</p>   | <p>WTL/HOU, WAM</p> |  |
| <p><a href="#">SB1131</a></p> | <p>DOTAX; HHFDC; Taxation; Hedge Funds; End Hedge Fund Control of Hawaii Homes; Excise Tax on Excess Single-Family Residences; Housing Down Payment Trust Fund; Grant Programs</p> | <p>RELATING TO TAXATION.</p> | <p>Imposes an excise tax on certain hedge funds failing to dispose of excess single-family residences, escalating over a ten-year period. Imposes a tax on any newly acquired single-family residences by a hedge fund. Makes certain exemptions. Requires the Department of Taxation to establish a certification process to ensure buyers of homes sold by hedge funds are not major investors in residential real estate. Establishes the Housing Down Payment Trust Fund to be administered by the Hawaii Housing Finance and Development Corporation to provide grants to establish new or supplement existing programs that provide down payment assistance to families purchasing homes within the State. Allocates collected tax revenue and penalties paid by hedge funds to the Housing Down Payment Trust Fund. Applies to taxable years beginning after 12/31/2025.</p>                          | <p>S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 &amp; Videoconference.</p> | <p>MCKELVEY, CHANG, San Buenaventura</p> | <p>HOU, WAM/JDC</p> |  |
| <p><a href="#">SB1133</a></p> | <p>Counties; Ordinance; Rental Unit Price Control; Income Tax Credit; Residential Landlords; Long-Term Lease</p>   | <p>RELATING TO HOUSING.</p>  | <p>Authorizes each county to establish by ordinances a rental unit price control that prohibits a landlord from increasing the rental price of a dwelling unit at a rate that exceeds the percentage calculated and published by the county based on changes in the applicable Consumer Price Index. Beginning 8/1/2025, requires each county to annually calculate and publish the maximum rate at which a landlord may increase the rental price of a dwelling unit during the immediately succeeding twelve-month period. Establishes a Long-Term Residential Lease Tax Credit for taxpayers who own and lease a dwelling unit located in a county that has adopted a rental unit price ceiling ordinance to a person as the person's principal residence in the State pursuant to a lease agreement of a term of one year or longer. Tax credit applies to taxable years beginning after 12/31/2024.</p> | <p>S 2/3/2025: The committee(s) on HOU has scheduled a public hearing on 02-06-25 1:05PM; Conference Room 225 &amp; Videoconference.</p>  | <p>MCKELVEY</p>                          | <p>HOU, CPN/WAM</p> |  |

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| <a href="#">SB1134</a> | Affordable Housing; Notice; Eligible Parties; Matched Agreement of Sale   |      | RELATING TO HOUSING.  | Requires certain landlords to provide a specified notice to a tenant regarding the tenant's potential right to purchase the property, under certain conditions. Allows tenants, families, local governments, affordable housing nonprofits, and community land trusts forty-five days to match or beat the best bona fide offer to buy an eligible affordable housing property.  | S 1/23/2025: Referred to HOU, CPN.   | MCKELVEY  | HOU, CPN             |                        |
| <a href="#">SB1169</a> | HHFDC; Community Land Trust Equity Pilot Program; Affordable Housing; Reports; Dwelling Unit Revolving Fund; Appropriation                        | (\$) | RELATING TO COMMUNITY LAND TRUSTS.  | Authorizes the Hawaii Housing Finance and Development Corporation to establish a five-year community land trust equity pilot program to provide community land trusts with a line of credit to fund the acquisition, rehabilitation, renovation, or construction of housing for low- to moderate-income households and report to the Legislature regarding the pilot program. Appropriates moneys from the Dwelling Unit Revolving Fund for establishment of the pilot program.  | S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 & Videoconference. | MCKELVEY  | HOU, WAM             |                        |
| <a href="#">SB1170</a> | County of Maui; Affordable Rental Housing; Special Management Area Permits; Exemption   |      | RELATING TO THE EXPEDITIOUS REDEVELOPMENT AND DEVELOPMENT OF AFFORDABLE RENTAL HOUSING. | Exempts certain affordable rental housing projects in the County of Maui from the requirements of Chapter 205A, HRS.   | S 1/27/2025: Referred to HOU/WTL, JDC.   | MCKELVEY, CHANG, HASHIMOTO, Moriwaki, San Buenaventura, Wakai | HOU/WTL, JDC         |                        |
| <a href="#">SB1200</a> | HHFDC; Workforce Housing Regulatory Sandbox Program; Advisory Council; Workforce Housing; Permitting; Affordable Housing; Reports; Appropriations | (\$) | RELATING TO WORKFORCE HOUSING.  | Establishes the Workforce Housing Regulatory Sandbox Program within the Hawaii Housing Finance and Development Corporation. Establishes an Advisory Council within the Workforce Housing Regulatory Sandbox Program to advise on environmental and cultural practices within specific developments. Requires annual reports to the Legislature. Appropriates funds. Repeals 6/30/2030.   | S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 & Videoconference. | KANUHA  | HOU, WAM             | <a href="#">HB1317</a> |
| <a href="#">SB1214</a> | DOTAX; DBEDT; HHFDC; Counties; Vacant Home Surcharge; GET   |      | RELATING TO VACANT HOMES.   | Establishes a Vacant Homes Special Fund under the Hawaii Housing Finance and Development Corporation for rental assistance programs. Establishes a general excise tax surcharge on an owner that allows a residential real property to remain vacant for 180 days or more a year. Requires persons who own residential real property, but do not live there, to obtain a general excise tax license. Requires the counties to disclose to the Department of Taxation a list of properties classified as not being occupied by an owner of that property. Requires the Department of Business, Economic Development, and Tourism to calculate average annual rental value for the basis for the surcharge amount. | S 1/27/2025: Referred to HOU/EIG/EDT, WAM/JDC.   | MORIWAKI  | HOU/EIG/EDT, WAM/JDC | <a href="#">HB489</a>  |

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| <p><a href="#">SB1218</a></p> | <p>DHS; Affordable Housing; Conveyance Tax; Rates; Exemption; Homeless Services Fund; Affordable Homeownership Revolving Fund; Land Conservation Fund; Rental Housing Revolving Fund</p> |             | <p>RELATING TO THE CONVEYANCE TAX.</p>               | <p>Establishes the Homeless Services Special Fund. Allows counties to apply for matching funds from the Affordable Homeownership Revolving Fund for certain housing projects. Increases the conveyance tax rates for certain properties. Repeals the separate conveyance tax rates for the sale of a condominium or single family residence for which the purchaser is ineligible for a county homeowner's exemption on property tax and establishes conveyance tax rates for multifamily residential properties. Establishes new exemptions to the conveyance tax. Allocates collected conveyance taxes to the Affordable Homeownership Revolving Fund, Homeless Services Special Fund and general fund. Amends allocations to the Land Conservation Fund and Rental Housing Revolving Fund.</p> | <p>S 1/27/2025: Referred to HHS/HOU/WTL, WAM.</p>  | <p>MORIWAKI</p>  | <p>HHS/HOU/WTL, WAM</p> |                               |
| <p><a href="#">SB1229</a></p> | <p>Hawaii Housing Finance and Development Corporation; Dwelling Unit Revolving Fund; Dwelling Unit Revolving Fund Equity Program; Interim Financing</p>                                  |             | <p>RELATING TO THE DWELLING UNIT REVOLVING FUND.</p> | <p>Makes the Dwelling Unit Revolving Fund Equity Pilot Program permanent. Allows partial or full repayment of Dwelling Unit Revolving Fund interim loans in the form of unit equity through the Dwelling Unit Revolving Fund Equity Program. Gives preference to projects developed under governmental assistance programs pursuant to section 201H-36(a)(2).</p>   | <p>S 1/30/2025: The committee(s) on HOU recommend(s) that the measure be PASSED, WITH AMENDMENTS. The votes in HOU were as follows: 4 Aye(s): Senator(s) Chang, Hashimoto, Kanuha, Fevella; Aye(s) with reservations: none ; 0 No(es): none; and 1 Excused: Senator(s) Aquino.</p> | <p>HASHIMOTO, CHANG, FEVELLA, KANUHA, MCKELVEY, Richards</p> | <p>HOU, WAM</p>         | <p><a href="#">HB744</a></p>  |
| <p><a href="#">SB1235</a></p> | <p>Government Employee Housing; Hawaii Housing Finance and Development Corporation; Affordable Rental Housing; Leasehold; Rent-to-own; Appropriation</p>                                 | <p>(\$)</p> | <p>RELATING TO HOUSING.</p>                          | <p>Requires the Hawaii Housing Finance and Development Corporation to establish a Government Employee Housing Revolving Fund Program and Government Employee Ninety-Nine Year Leasehold Rent-to-Own Program. Establishes the Government Employee Housing Revolving Fund. Appropriates funds.</p>  | <p>S 2/3/2025: The committee(s) on HOU/LBT has scheduled a public hearing on 02-06-25 1:00PM; Conference Room 225 &amp; Videoconference.</p>   | <p>DELA CRUZ</p>   | <p>HOU/LBT, WAM</p>     | <p><a href="#">HB1298</a></p> |
| <p><a href="#">SB1263</a></p> | <p>Historic Preservation; County-designated Transit-oriented Development; SHPD Review; Historic Property</p>   |             | <p>RELATING TO HISTORIC PRESERVATION.</p>            | <p>Creates a process for expediting the review of residential transit-oriented development on certain parcels within county-designated transit oriented development zones that have a low risk of affecting historically significant resources. Authorizes lead agencies, including county governments, to make determinations on the potential effects of a project. Creates a ninety-day limit to concur or not concur with project effect determinations. Provides that projects with written concurrence are exempt from further review unless there is a significant change to the project or additional historic properties, aviation artifacts, or burial sites are identified within the project area.</p>  | <p>S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 &amp; Videoconference.</p>  | <p>CHANG</p>   | <p>HOU, JDC</p>         | <p><a href="#">HB738</a></p>  |
| <p><a href="#">SB1283</a></p> | <p>HHFDC; Emergency Home Loan Assistance Revolving Fund; Reports; Appropriations</p>   | <p>(\$)</p> | <p>RELATING TO HOUSING ASSISTANCE.</p>               | <p>Establishes the Emergency Home Loan Assistance Revolving Fund to be administered by the Hawaii Housing Finance and Development Corporation. Establishes terms for loans issued from the Revolving Fund. Requires annual reports to the Legislature. Appropriates funds.</p>  | <p>S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 &amp; Videoconference.</p>  | <p>LEE, C., GABBARD, KIDANI, MCKELVEY, San Buenaventura</p>  | <p>HOU, WAM</p>         |                               |



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| <a href="#">SB1327</a> | DLNR; Review of Proposed State Affordable Housing Projects   | RELATING TO HISTORIC PRESERVATION REVIEWS OF STATE AFFORDABLE HOUSING PROJECTS. | Requires the Department of Land and Natural Resources to determine the effect of any proposed State affordable housing project within ninety days of a request for determination. Sets forth the historic review requirements based on the project area's known historic, cultural, and archaeological resources.  | S 1/27/2025: Referred to WTL/HOU, JDC.   | KOUCHI (Introduced by request of another party) | WTL/HOU, JDC | <a href="#">HB1008</a> |
| <a href="#">SB1328</a> | Hawaii Housing Finance and Development Corporation; Dwelling Unit Revolving Fund; Dwelling Unit Revolving Fund Equity Program; Interim Financing | RELATING TO THE DWELLING UNIT REVOLVING FUND.                                   | Makes the Dwelling Unit Revolving Fund Equity Pilot Program permanent. Allows partial or full repayment of Dwelling Unit Revolving Fund interim loans in the form of unit equity through the Dwelling Unit Revolving Fund Equity Program.  | S 1/27/2025: Referred to HOU, WAM.   | KOUCHI (Introduced by request of another party) | HOU, WAM     | <a href="#">HB1009</a> |
| <a href="#">SB1329</a> | Hawaii Housing Finance and Development Corporation; RHRF; Mixed-Income Rental Housing; Subaccount  | RELATING TO THE RENTAL HOUSING REVOLVING FUND.                                  | Creates a mixed-income rental housing subaccount under the Rental Housing Revolving Fund which shall make loans to mixed-income rental projects or units in a mixed-income rental project. Authorizes the transfer of moneys from the Rental Housing Revolving Fund to the Rental Housing Revolving Fund Mixed-Income Subaccount.  | S 1/27/2025: Referred to HOU, WAM.   | KOUCHI (Introduced by request of another party) | HOU, WAM     | <a href="#">HB1010</a> |
| <a href="#">SB1333</a> | County Surcharge on State Tax; Regional Infrastructure   | RELATING TO TAXATION.   | Authorizes the use of county surcharge revenues for transportation and housing infrastructure in counties having a population of 500,000 or less. Authorizes counties that have previously adopted a surcharge on state tax ordinance after July 1, 2015, to amend the uses of the surcharge. Extends the period within which a county with a population of 500,000 or less may collect a surcharge on state tax, under certain conditions, to 12/31/2047. Authorizes cost-sharing with private or other public developers for housing infrastructure projects funded by surcharge revenues. | S 2/3/2025: The committee(s) on HOU has scheduled a public hearing on 02-06-25 1:05PM; Conference Room 225 & Videoconference.      | KOUCHI (Introduced by request of another party) | HOU, WAM     | <a href="#">HB1014</a> |
| <a href="#">SB1405</a> | DHHL; General Excise Tax Exemption; Use Tax Exemption  | RELATING TO HOUSING.  | Exempts any development of homestead lots or housing for the Department of Hawaiian Home Lands from general excise and use taxes.  | S 1/31/2025: The committee(s) on HWN/HOU has scheduled a public hearing on 02-04-25 1:45PM; Conference Room 224 & Videoconference. | KOUCHI (Introduced by request of another party) | HWN/HOU, WAM | <a href="#">HB1086</a> |
| <a href="#">SB1412</a> | Hawaii Public Housing Authority; Housing Development; Bonds; Trustees; Housing Projects; Definition  | RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY.                                | Clarifies the Hawaii Public Housing Authority's powers relating to housing projects.   | S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 & Videoconference.     | KOUCHI (Introduced by request of another party) | HOU, JDC     | <a href="#">HB1093</a> |
| <a href="#">SB1413</a> | Public Housing; HPHA; Abandoned Property; Seized Property  | RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY.                                | Allows the Hawaii Public Housing Authority (HPHA) to sell, donate, or dispose of property abandoned or seized in federal public housing projects. Requires the HPHA to notify the known owner of the abandoned or seized property. Creates procedures for persons entitled to the abandoned or seized property.  | S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 & Videoconference.     | KOUCHI (Introduced by request of another party) | HOU, JDC     | <a href="#">HB1094</a> |
| <a href="#">SB1414</a> | HPHA; Public Housing; Trespassing; HPHA Parcels; HPHA Offices; HPHA Facilities   | RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY.                                | Amends section 356D-6.7, HRS, to include all Hawaii Public Housing Authority parcels as areas that may be closed to the public.  | S 1/27/2025: Referred to HOU, JDC.   | KOUCHI (Introduced by request of another party) | HOU, JDC     | <a href="#">HB1095</a> |

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| <a href="#">SB1415</a> | Hawaii Public Housing Authority; State Low-Income Housing; Tenant Selection; Preferences   |      | RELATING TO TENANT SELECTION.             | Repeals the tenant selection preferences for disabled veterans and the spouses of deceased veterans in the State Low-Income Housing Program.   | S 1/27/2025: Referred to HOU/PSM, JDC.   | KOUCHI (Introduced by request of another party)         | HOU/PSM, JDC  | <a href="#">HB1096</a> |
| <a href="#">SB1416</a> | Public Housing; Hawaii Public Housing Authority; Evictions; Tenants  |      | RELATING TO PUBLIC HOUSING EVICTIONS.     | Reduces the time required to store unclaimed personal effects of an evicted tenant.  | S 1/27/2025: Referred to CPN/HOU, JDC.   | KOUCHI (Introduced by request of another party)         | CPN/HOU, JDC  | <a href="#">HB1097</a> |
| <a href="#">SB1562</a> | HDOA; CHOAM Program; Farming Housing; Tax Credit   |      | RELATING TO AGRICULTURE.                  | Establishes the Combined Housing Operational Agriculture Mobilization Program to assist bona fide farmers to live and farm on agricultural lands. Establishes a tax credit for land donated to the program.  | S 1/31/2025: The committee(s) on AEN/HOU has scheduled a public hearing on 02-03-25 1:00PM; Conference Room 224 & Videoconference. | MCKELVEY  | AEN/HOU, WAM  |                        |
| <a href="#">SB1592</a> | HHFDC; Housing Counseling Agencies; ALICE Households   | (\$) | RELATING TO HOUSING.                      | Appropriates funds for the Hawaii Housing Finance and Development Corporation to allocate to housing counseling agencies certified by the United States Department of Housing and Urban Development to provide housing counseling services. Requires a report to the Legislature regarding services provided by the housing counseling agencies.         | S 1/27/2025: Referred to HOU, WAM.   | KOUCHI (Introduced by request of another party)         | HOU, WAM      | <a href="#">HB1428</a> |
| <a href="#">SB1610</a> | SOHHS; Ohana Zones Program; Establishment; General Excise Tax; Exemption; Reports; Appropriations  | (\$) | RELATING TO OHANA ZONES.                  | Establishes the Ohana Zones Program as a permanent program within the Statewide Office on Homelessness and Housing Solutions. Exempts ohana zones projects from general excise taxes. Requires annual reports to the Legislature. Appropriates funds.  | S 1/27/2025: Referred to HHS/HOU, WAM.   | SAN BUENAVENTURA, HASHIMOTO, KEOHOKALO, RICHARDS, Wakai | HHS/HOU, WAM  |                        |
| <a href="#">SB1614</a> | Transit-oriented Development; Counties; Rental Housing Revolving Fund  |      | RELATING TO TRANSIT-ORIENTED DEVELOPMENT. | Establishes what constitutes transit-oriented development and incentivizes development in county-designated transit-oriented development areas or zones. Prioritizes the allocation of a minimum percentage of the Rental Housing Revolving Fund for certain mixed-income rental housing projects or units.  | S 1/27/2025: Referred to HOU/WTL, WAM.   | CHANG   | HOU/WTL, WAM  | <a href="#">HB1409</a> |
| <a href="#">SB1632</a> | Affordable Homes; Affordable Market; DBEDT; Appropriation  | (\$) | RELATING TO AFFORDABLE HOUSING.           | Requires the Department of Business, Economic Development, and Tourism, to establish a comprehensive action plan to establish a local housing market in Hawaii. Appropriates moneys.   | S 1/31/2025: The committee(s) on HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 & Videoconference.     | IHARA, FUKUNAGA   | HOU, WAM      | <a href="#">HB1492</a> |
| <a href="#">SB1669</a> | DOT; HCDA; Transit Oriented Community Improvement Partnership; Community Improvement Revolving Fund; Exemptions; Reports; Appropriations | (\$) | RELATING TO TRANSIT ORIENTED DEVELOPMENT. | Establishes the Transit Oriented Community Improvement Partnership within the Department of Transportation. Establishes the Community Improvement Revolving Fund. Authorizes the Hawaii Community Development Authority to assist the mission of the Partnership. Designates exemptions. Requires annual reports to the Legislature. Appropriates funds. | S 1/31/2025: The committee(s) on TCA/HOU has scheduled a public hearing on 02-04-25 1:00PM; Conference Room 225 & Videoconference. | LEE, C., CHANG, DELA CRUZ, HASHIMOTO                    | TCA/HOU, WAM  | <a href="#">HB1484</a> |
|                        |  |      |   | <b>House Bills</b>   |  |   |               |                        |
| <a href="#">HB1</a>    | State Building Code Council; Duties; Recommendations; Analysis   |      | RELATING TO BUILDING CODES.               | Amends responsibilities of the State Building Code Council.  | H 1/31/2025: Bill scheduled for decision making on Wednesday, 02-05-25 9:00AM in conference room 430 VIA VIDEOCONFERENCE.          | MATAYOSHI, CHUN   | HSG, CPC, FIN | <a href="#">SB120</a>  |
| <a href="#">HB74</a>   | Housing; Short Form  |      | RELATING TO HOUSING.                      | Short form bill relating to housing.   | H 1/21/2025: Referred to HSG, referral sheet 1   | EVSLIN  | HSG           |                        |
| <a href="#">HB75</a>   | Housing; Short Form  |      | RELATING TO HOUSING.                      | Short form bill relating to housing.   | H 1/21/2025: Referred to HSG, referral sheet 1   | EVSLIN  | HSG           |                        |
| <a href="#">HB76</a>   | Housing; Short Form  |      | RELATING TO HOUSING.                      | Short form bill relating to housing.   | H 1/21/2025: Referred to HSG, referral sheet 1   | EVSLIN  | HSG           |                        |
| <a href="#">HB77</a>   | Housing; Short Form  |      | RELATING TO HOUSING.                      | Short form bill relating to housing.   | H 1/21/2025: Referred to HSG, referral sheet 1   | EVSLIN  | HSG           |                        |

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| <a href="#">HB78</a>  | Housing; Short Form   |      | RELATING TO HOUSING.                             | Short form bill relating to housing.   | H 1/21/2025: Referred to HSG, referral sheet 1   | EVSLIN  | HSG               |                        |
| <a href="#">HB89</a>  | Teacher Home Assistance Program; Teacher Recruitment and Retention; Teachers' Housing Revolving Fund; Appropriation | (\$) | RELATING TO TEACHER HOUSING.                     | Establishes the Teacher Home Assistance Program to provide housing vouchers to certain eligible teachers. Appropriates funds out of the Teachers' Housing Revolving Fund.  | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | POEPOE, BELATTI, EVSLIN, GARRETT, GRANDINETTI, HOLT, IWAMOTO, KILA, KITAGAWA, LA CHICA, LAMOSAO, LOWEN, MARTEN, MATAYOSHI, PERRUSO, QUINLAN, SOUZA, TAM, TARNAS | HSG, EDN, FIN     |                        |
| <a href="#">HB157</a> | Villages of Kapolei; Road Transfer; City and County of Honolulu; HHFDC; Statewide Traffic Code                      |      | RELATING TO TRANSPORTATION.                      | Requires the Hawaii Housing Finance and Development Corporation to transfer the public roads of the Villages of Kapolei to the City and County of Honolulu by January 1, 2026. Authorizes county police officers to enforce the statewide traffic code on all public streets, roadways, and highways within the State. | H 1/30/2025: The committee on TRN recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Kila, Grandinetti, Evslin, Kitagawa, Miyake, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 2 Excused: Representative(s) Cochran, La Chica. | GARCIA  | HSG/TRN, JHA, FIN | <a href="#">SB662</a>  |
| <a href="#">HB199</a> | HPHA; Public Housing; Public Closure; Offices and Facilities; Trespassing   |      | RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY. | Includes any parcels owned by the Hawaii Public Housing Authority as areas that may be closed to the public. Specifies required signage.   | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | ICHIYAMA  | HSG, JHA          | <a href="#">SB602</a>  |
| <a href="#">HB203</a> | Affordable Housing; County Council Approval; Deadline   |      | RELATING TO AFFORDABLE HOUSING DEVELOPMENT.      | Revises the deadline for a county council to take action on a low- and moderate-income housing project's application from 45 days to 90 days after receipt of the applicable agency's report and the proposed project's preliminary plans and specifications.  | H 1/21/2025: Referred to HSG, JHA, referral sheet 1  | GARRETT, CHUN, OLDS, SAYAMA, TAKENOUCHI   | HSG, JHA          |                        |
| <a href="#">HB243</a> | Photovoltaic Systems and Electric Vehicles; Readiness; New Residential Construction                                 |      | RELATING TO ENERGY.                              | Requires solar conduit- and electrical panel-readiness for new residential construction offered for sale at fair market value and electric vehicle-readiness when an electrical panel and parking area are installed. Effective 1/1/2026.  | H 1/28/2025: The committee on EEP recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 5 Ayes: Representative(s) Lowen, Perruso, Kahaloa, Kusch, Quinlan; Ayes with reservations: none; 0 Noes: none; and 1 Excused: Representative(s) Ward.                                  | MARTEN, GRANDINETTI, IWAMOTO, LOWEN, OLDS, PERRUSO, POEPOE  | EEP, HSG, FIN     | <a href="#">SB1090</a> |
| <a href="#">HB252</a> | Condominiums; Managing Agents; Requirements; Commercial Property Management Experience                              |      | RELATING TO MANAGING AGENTS.                     | Requires managing agents for residential condominium properties over seventy-five feet in height to have commercial property management experience.  | H 1/21/2025: Referred to HSG, CPC, referral sheet 1  | MATAYOSHI, CHUN   | HSG, CPC          | <a href="#">SB801</a>  |
| <a href="#">HB276</a> | Condominiums; Developers; Annual Report; Homeowners   |      | RELATING TO CONDOMINIUMS.                        | Excludes a homeowner-developer from the annual requirement to file a developer's report and pay a fee if the homeowner's development consists of no more than two units, one in which the developer resides and one for which the initial sale of the other unit has been completed.                                   | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | TARNAS, EVSLIN, GARCIA, KAHALOA, KAPELA, KITAGAWA, MARTEN, OLDS, POEPOE, SOUZA, TAKAYAMA  | HSG, CPC, FIN     |                        |
| <a href="#">HB284</a> | Housing; Building Permits; Shot Clock; Minority Caucus Package  |      | RELATING TO HOUSING.                             | Requires counties to grant building permits within sixty days if the application is stamped and certified by a licensed engineer and architect and other certain conditions are met.   | H 1/31/2025: The committee(s) on HSG recommend(s) that the measure be deferred.  | ALCOS, GARCIA, MATSUMOTO, MURAOKA, PIERICK, REYES ODA, SHIMIZU, WARD  | HSG, CPC, JHA     |                        |

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| <a href="#">HB286</a>                        | Individual Housing Account; Pre-tax Savings; Minority Caucus Package   |      | RELATING TO THE INDIVIDUAL HOUSING ACCOUNT PROGRAM.   | Updates the Individual Housing Account statute to reflect the current cost of housing down-payments more accurately.   | H 1/29/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 8 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, Kitagawa, La Chica, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 1 Excused: Representative(s) Cochran.                    | MATSUMOTO, ALCOS, GARCIA, MURAOKA, PIERICK, REYES ODA, SHIMIZU, WARD                | HSG, ECD, FIN |                        |
| <a href="#">HB294</a>                        | DHHL; Hawaiian Homes Commission Act; Leases; Minority Caucus Package   |      | RELATING TO DEPARTMENT OF HAWAIIAN HOMELANDS LEASES.  | Requires leases used in the conveyance of available lands as defined by section 203 of the Hawaiian Homes Commission Act, as amended, to conform to the requirements for securitization by federally insured lending programs.   | H 1/21/2025: Referred to HSG, CPC, JHA, referral sheet 1  | GARCIA, ALCOS, MATSUMOTO, MURAOKA, PIERICK, REYES ODA, SHIMIZU, WARD                | HSG, CPC, JHA |                        |
| <a href="#">HB295</a>                        | DHHL; Hawaiian Home Lands; Waitlist; Successors; Minority Caucus Package   |      | RELATING TO HAWAIIAN HOME LANDS.                      | Provides that a living beneficiary's place on the Department of Hawaiian Home Land's waitlist for any residential, agricultural or pastoral tract may be designated for transfer to a successor if the living beneficiary dies before receiving an offer for a tract; provided that the successor shall be at least 1/25 Hawaiian. | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.  | MURAOKA, ALCOS, GARCIA, MATSUMOTO, PIERICK, REYES ODA, SHIMIZU, WARD                | HSG, JHA, FIN |                        |
| <a href="#">HB323</a><br><a href="#">HD1</a> | Teacher Housing Assistance Program; Teacher Recruitment and Retention; Teachers' Housing Revolving Fund; Appropriation | (\$) | RELATING TO TEACHER HOUSING.                          | Establishes the Teacher Housing Assistance Program to provide housing vouchers to certain eligible teachers. Appropriates funds out of the Teachers' Housing Revolving Fund. Effective 7/1/3000. (HD1)   | H 2/3/2025: Passed Second Reading as amended in HD 1 and referred to the committee(s) on HSG with none voting aye with reservations; Representative(s) Pierick voting no (1) and Representative(s) Cochran, Ward excused (2).   | KAPELA, CHUN, IWAMOTO, LOWEN, OLDS, POEPOE, TODD                                    | EDN, HSG, FIN |                        |
| <a href="#">HB330</a>                        | School Facilities Authority Board; Governance Structure; Dissolution of School Impact District Without Public Hearing  |      | RELATING TO SCHOOL IMPACT FEES.                       | Places oversight of the School Impact Fee Program under the School Facilities Authority Board. Allows the School Facilities Authority Board to dissolve a school impact district without a public hearing.   | H 1/30/2025: The committee on EDN recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 9 Ayes: Representative(s) Woodson, La Chica, Amato, Evslin, Garrett, Kila, Olds, Sayama, Souza; Ayes with reservations: none; 1 Noes: Representative(s) Muraoka; and 1 Excused: Representative(s) Kapela. | LA CHICA, KITAGAWA, TODD  | EDN, HSG, FIN | <a href="#">SB168</a>  |
| <a href="#">HB346</a>                        | Electric Vehicle Charging Infrastructure; Electric Vehicle-ready Parking Stalls; Affordable Housing; Rebates; HHFDC    |      | RELATING TO ELECTRIC VEHICLE CHARGING INFRASTRUCTURE. | Provides rebates for the installation of eligible electric vehicle-ready parking stalls for new construction of affordable housing.  | H 1/28/2025: The committee on EEP recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 5 Ayes: Representative(s) Lowen, Perruso, Kahaloa, Kusch, Quinlan; Ayes with reservations: none; 0 Noes: none; and 1 Excused: Representative(s) Ward.   | LOWEN, EVSLIN, GRANDINETTI, KAHALOA, KILA, KUSCH, LA CHICA, MARTEN, MIYAKE, PERRUSO | EEP, HSG, FIN | <a href="#">SB1088</a> |
| <a href="#">HB350</a>                        | Energy; Water Heater System Requirements   |      | RELATING TO ENERGY.                                   | Expands the types of water heater systems that may satisfy the relevant requirement for the issuance of a building permit for new single-family dwellings to include ENERGY STAR certified heat pump water heaters.  | H 1/28/2025: The committee on EEP recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 5 Ayes: Representative(s) Lowen, Perruso, Kahaloa, Kusch, Quinlan; Ayes with reservations: none; 0 Noes: none; and 1 Excused: Representative(s) Ward.   | LOWEN, EVSLIN   | EEP, HSG, CPC | <a href="#">SB748</a>  |

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| <p><a href="#">HB352</a></p> | <p>Solar Distributed Energy Resource Systems; Permitting Self-Certification; Federal Emergency Management Agency Flood Zone No-Rise/No Impact Declaration Requirements</p>  | <p>RELATING TO RENEWABLE ENERGY.</p>         | <p>Authorizes certain state government entities to establish a self-certification process for behind-the-meter, customer-sited solar distributed energy resource systems and exempt the systems from the Federal Emergency Management Agency No-Rise/No-Impact declaration requirements under certain circumstances.</p>  | <p>H 1/21/2025: Referred to EEP, HSG, CPC, referral sheet 1</p> | <p>LOWEN, EVSLIN, GRANDINETTI, KUSCH, MARTEN, PERRUSO, TAM, TODD</p> | <p>EEP, HSG, CPC</p> | <p><a href="#">SB588</a></p> |
| <p><a href="#">HB356</a></p> | <p>State Building Codes; Hurricane Protection</p>   | <p>RELATING TO THE STATE BUILDING CODES.</p> | <p>Requires all newly constructed single-family residences and apartment buildings located within specified geographic areas to be built to withstand certain categories of hurricanes and to contain residential safe rooms with attached bathrooms. Effective 1/1/2026.</p>   | <p>H 1/21/2025: Referred to HSG, PBS, FIN, referral sheet 1</p> | <p>BELATTI, MARTEN, PERRUSO, PIERICK, POEPOE</p>                     | <p>HSG, PBS, FIN</p> | <p><a href="#">SB698</a></p> |
| <p><a href="#">HB367</a></p> | <p>Building Permits; Exemptions</p>   | <p>RELATING TO BUILDING PERMITS.</p>         | <p>Allows for building permit exemptions for certain kinds of activities. Effective 1/1/2026.</p>   | <p>H 1/21/2025: Referred to HSG, JHA, referral sheet 1</p>      | <p>EVSLIN</p>  | <p>HSG, JHA</p>      |                              |
| <p><a href="#">HB373</a></p> | <p>City and County of Honolulu Mayor's Package; HHFDC; Housing; County Powers; Mixed-Use Development; Bond Proceeds</p>   | <p>RELATING TO HOUSING.</p>                  | <p>Repeals the sunset provision in Act 45, SLH 2024, related to the counties' authorization to develop, construct, finance, refinance, or otherwise provide mixed-use developments.</p>   | <p>H 1/21/2025: Referred to HSG, FIN, referral sheet 1</p>      | <p>NAKAMURA (Introduced by request of another party)</p>             | <p>HSG, FIN</p>      | <p><a href="#">SB288</a></p> |
| <p><a href="#">HB374</a></p> | <p>Hawaii State Association of Counties Package; HHFDC; Housing Development Programs; Criteria; Preferences; Ranking; Housing Location Proximity; State and County Employees; Returning Resident Graduates; Reserved Units; Rules</p> | <p>RELATING TO HOUSING.</p>                  | <p>Requires the Hawaii Housing Finance and Development Corporation (HHFDC) to consider as a preference under chapter 201H, HRS, the proximity between the housing location and the applicant's place of employment; whether the applicant is a state or county employee; and whether the applicant is a returning resident that left the State to attend a university, college, or trade school and has graduated within the past two years. Requires, for any project developed or administered by the HHFDC under chapter 201, HRS, the HHFDC to set aside as a matter of preference an undetermined per cent of available units for state or county employees, when feasible. Requires HHFDC to determine the order of preferences and rank applicants accordingly, select applicants based on application date within the pool of similarly ranked applicants, and validate the preference status of applicants before occupancy of a unit. Authorizes HHFDC to adopt rules to establish additional eligibility criteria.</p> | <p>H 1/21/2025: Referred to HSG, FIN, referral sheet 1</p>      | <p>NAKAMURA</p>  | <p>HSG, FIN</p>      | <p><a href="#">SB466</a></p> |

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| <a href="#">HB377</a> | Hawaii State Association of Counties Package; DHS; Affordable Housing; Conveyance Tax; Rates; Exemption; Homeless Services Fund; Affordable Homeownership Revolving Fund; Land Conservation Fund; Rental Housing Revolving Fund; Dwelling Unit Revolving Fund | (\$) | RELATING TO THE CONVEYANCE TAX.                | Establishes the Homeless Services Special Fund. Allows counties to apply for matching funds from the Affordable Homeownership Revolving Fund for certain housing projects. Increases the conveyance tax rates for certain properties. Establishes conveyance tax rates for multifamily residential properties. Establishes new exemptions to the conveyance tax. Allocates collected conveyance taxes to the Affordable Homeownership Revolving Fund, Homeless Services Special Fund and, and Dwelling Unit Revolving Fund. Amends allocations to the Land Conservation Fund and Rental Housing Revolving Fund. | H 1/21/2025: Referred to HSG, HSH, FIN, referral sheet 1   | NAKAMURA (Introduced by request of another party) | HSG, HSH, FIN | <a href="#">SB469</a> |
| <a href="#">HB415</a> | State Fire Council Package; Public Safety; Fire Sprinklers; Counties; Residences  |      | RELATING TO PUBLIC SAFETY.                     | Amends the sunset date of Act 83, Session Laws of Hawaii 2012, to repeal section 46-19.8, Hawaii Revised Statutes, on June 29, 2025.  | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | NAKAMURA (Introduced by request of another party) | HSG, PBS, CPC | <a href="#">SB303</a> |
| <a href="#">HB416</a> | Housing Development; County Council Approval Exemption; State Financing   |      | RELATING TO HOUSING.                           | Exempts state-financed housing developments from the requirement to obtain approval from the applicable county council.   | H 1/21/2025: Referred to HSG, JHA, referral sheet 1  | EVSLIN  | HSG, JHA      | <a href="#">SB27</a>  |
| <a href="#">HB417</a> | HHFDC; RHRF; Housing Efficiency and Innovation Subaccount; Housing; Priorities  |      | RELATING TO THE RENTAL HOUSING REVOLVING FUND. | Establishes the Housing Efficiency and Innovation Subaccount within the Rental Housing Revolving Fund. Specifies permissible uses of funding and priorities. Authorizes the Hawaii Housing Finance and Development Corporation to transfer funds between the Housing Efficiency and Innovation Subaccount and the RHRF without legislative approval.  | H 1/21/2025: Referred to HSG, FIN, referral sheet 1  | EVSLIN  | HSG, FIN      | <a href="#">SB35</a>  |
| <a href="#">HB418</a> | Housing; Qualified Allocation Plan; RHRF; Prioritization; Terms; Working Group; Report  |      | RELATING TO HOUSING.                           | Establishes a working group to revise the State's Qualified Allocation Plan, the prioritization of the Rental Housing Revolving Fund, and the terms of loans made from the RHRF. Requires a report to the Legislature.  | H 1/21/2025: Referred to HSG, FIN, referral sheet 1  | EVSLIN  | HSG, FIN      | <a href="#">SB75</a>  |
| <a href="#">HB419</a> | Housing Development; Exemptions; Counties   |      | RELATING TO HOUSING.                           | Decreases the time period for the legislative body of a county to approve, approve with modification, or disapprove housing developments exempt from certain requirements pursuant to section 201H-38, HRS, from forty-five days to thirty days.  | H 1/21/2025: Referred to HSG, JHA, referral sheet 1  | EVSLIN  | HSG, JHA      | <a href="#">SB93</a>  |
| <a href="#">HB420</a> | Contractor Repair Act; Notice of Claim; Inspection; Repair; Rejection of Claims; Limitations on Recovery; Statute of Repose   |      | RELATING TO REMEDIES.                          | Clarifies the applicability of the statute of repose for actions arising from construction defects. Clarifies the required contents of a notice of claim of construction defect served on a contractor. Amends the process and time frame for a claimant to accept a contractor's offer to settle or inspect and authorize the contractor to proceed with repairs. Limits the amount a claimant can recover if the claimant rejects a contractor's reasonable proposal for inspection or a reasonable offer to remedy. Clarifies the consequences of rejecting an offer of settlement.                          | H 1/31/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, La Chica, Pierick; Ayes with reservations: Representative(s) Muraoka; Noes: none; and 2 Excused: Representative(s) Cochran, Kitagawa. | EVSLIN, KILA, KITAGAWA, KUSCH, TAM, Matayoshi     | HSG, CPC, JHA | <a href="#">SB179</a> |

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| <p><a href="#">HB421</a></p>                         | <p>Contractors; Owner-builder Exemption; Leasing Restriction; Disclaimer; Repeal</p> |             | <p>RELATING TO CONTRACTORS.</p>        | <p>Repeals the leasing restriction on owner-builders who obtain an owner-builder exemption to act as their own contractor and who build or improve residential or farm buildings or structures on property they own or lease and do not offer the buildings or structures for sale. Requires an owner or lessee to provide signed written notice that the structure for lease or sublease was built or improved by an individual who is not a licensed contractor.</p> | <p>H 1/21/2025: Referred to HSG, CPC, referral sheet 1</p>   | <p>EVSLIN, BELATTI, KILA, KITAGAWA, LAMOSAO, MIYAKE, MORIKAWA, SOUZA, Matsumoto</p>   | <p>HSG, CPC</p>      |  |
| <p><a href="#">HB422</a></p>                         | <p>DOE; School Impact Fees; School Facilities Special Fund</p>                       |             | <p>RELATING TO SCHOOL IMPACT FEES.</p> | <p>Repeals school impact fees. Transfers unencumbered balances of the school impact fee subaccounts to School Facilities Special Fund.</p>   | <p>H 1/30/2025: Re-referred to HSG, FIN, referral sheet 9</p>  | <p>EVSLIN, CHUN, HOLT, KAHALOA, KILA, KITAGAWA, KUSCH, LAMOSAO, LOWEN, MARTEN, MATSUMOTO, MORIKAWA, SOUZA, TAKENOUCHI, TAM</p>  | <p>HSG, FIN</p>      |  |
| <p><a href="#">HB431</a><br/><a href="#">HD1</a></p> | <p>Housing; Kauhale Initiative; Supportive Housing Special Fund; Appropriation</p>   | <p>(\$)</p> | <p>RELATING TO HOUSING.</p>            | <p>Appropriates funds for the Kauhale Initiative. Establishes and appropriates funds into and out of the Supportive Housing Special Fund. Effective 6/29/3000. (HD1)</p>   | <p>H 1/30/2025: Passed Second Reading as amended in HD 1 and referred to the committee(s) on HSG with none voting aye with reservations; none voting no (0) and Representative(s) Cochran, Ward excused (2).</p> | <p>NAKAMURA, AMATO, BELATTI, CHUN, COCHRAN, EVSLIN, GARRETT, GRANDINETTI, HASHEM, HOLT, HUSSEY, ICHiyAMA, ILAGAN, IWAMOTO, KAHALOA, KAPELA, KEOHOKAPU-LEE LOY, KILA, KITAGAWA, KONG, KUSCH, LA CHICA, LAMOSAO, LEE, M., LOWEN, MARTEN, MATAYOSHI, MIYAKE, MORIKAWA, OLDS, PERRUSO, POEPOE, QUINLAN, SAYAMA, TAKAYAMA, TAKENOUCHI, TAM, TARNAS, TEMPLO, TODD, WOODSON, YAMASHITA</p> | <p>HSH, HSG, FIN</p> |  |



|                              |  |             |   |   |   |   |                      |                              |
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| <p><a href="#">HB432</a></p> | <p>Rental Housing Revolving Fund; Mixed-Income Subaccount; Workforce Rental Housing; Director of Finance; Appropriation</p>                | <p>(\$)</p> | <p>RELATING TO THE RENTAL HOUSING REVOLVING FUND.</p> | <p>Establishes the mixed-income subaccount within the Rental Housing Revolving Fund that targets workforce rental housing projects for persons and families with incomes at or below one hundred forty per cent of the area median income. Authorizes the Director of Finance to transfer funds from the Rental Housing Revolving Fund into the mixed-income subaccount. Appropriates funds into and out of the mixed-income subaccount of the Rental Housing Revolving Fund.</p>   | <p>H 1/21/2025: Referred to HSG, FIN, referral sheet 2</p>  | <p>NAKAMURA, AMATO, BELATTI, CHUN, COCHRAN, EVSLIN, GARRETT, GRANDINETTI, HASHEM, HOLT, HUSSEY, ICHIYAMA, ILAGAN, IWAMOTO, KAHALOA, KAPELA, KEOHOKAPU-LEE LOY, KILA, KITAGAWA, KONG, KUSCH, LA CHICA, LAMOSAO, LEE, M., LOWEN, MARTEN, MATAYOSHI, MIYAKE, MORIKAWA, OLDS, PERRUSO, POEPOE, QUINLAN, SAYAMA, TAKAYAMA, TAKENOUCHE, TAM, TARNAS, TEMPLO, TODD, WOODSON, YAMASHITA</p> | <p>HSG, FIN</p>      |                              |
| <p><a href="#">HB459</a></p> | <p>Counties; Permits; State Projects; Designated Staff; Appropriations</p>   | <p>(\$)</p> | <p>RELATING TO COUNTY PERMITS.</p>                    | <p>Requires county permitting agencies to establish and fill positions exclusively to process permit applications submitted for state projects. Appropriates funds.</p>   | <p>H 1/21/2025: Referred to HSG, JHA, FIN, referral sheet 2</p>   | <p>GRANDINETTI, AMATO, BELATTI, IWAMOTO, MARTEN, OLDS, PERRUSO, SOUZA, TAM, TODD</p>  | <p>HSG, JHA, FIN</p> |                              |
| <p><a href="#">HB460</a></p> | <p>HHFDC; DURF; Dwelling Unit Revolving Fund Equity Program</p>  |             | <p>RELATING TO THE DWELLING UNIT REVOLVING FUND.</p>  | <p>Establishes the Dwelling Unit Revolving Fund Equity Program. Repeals the Dwelling Unit Revolving Fund Equity Pilot Program. Clarifies that the Hawaii Housing Finance and Development Corporation may utilize funds in the Dwelling Unit Revolving Fund for the purchase of equity in for-sale housing development projects and interim primary or secondary financing.</p>  | <p>H 1/21/2025: Referred to HSG, FIN, referral sheet 2</p>  | <p>GRANDINETTI, BELATTI, IWAMOTO, MARTEN, PERRUSO, PIERICK, POEPOE, TAM</p>   | <p>HSG, FIN</p>      | <p><a href="#">SB80</a></p>  |
| <p><a href="#">HB463</a></p> | <p>Eviction Records; Sealed Court Records; Landlord and Tenant; Summary Possession; Discriminatory Practices; Real Estate Transactions</p> |             | <p>RELATING TO EVICTION RECORDS.</p>                  | <p>Requires that all court records of any eviction proceeding be sealed within specified timeframes upon resolution of the proceeding. Authorizes the court to seal certain eviction records prior to the expiration of these timeframes upon motion by a tenant who is able to demonstrate that certain conditions apply. Requires the clerk of the court to provide access to sealed eviction records to the tenant. Makes it a discriminatory practice to require a person to disclose a sealed eviction record as a condition of certain real property transactions. Prohibits discrimination in real property transactions against a person with a sealed eviction record.</p> | <p>H 1/31/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, La Chica, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 2 Excused: Representative(s) Cochran, Kitagawa.</p> | <p>GRANDINETTI, MARTEN, PERRUSO, TAM, TODD</p>  | <p>HSG, CPC, JHA</p> | <p><a href="#">SB154</a></p> |

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| <p><a href="#">HB464</a></p> | <p>Housing; Residential Landlord-tenant Code; Notices; Intent to Raise Rent; Intent to Terminate</p>                         |             | <p>RELATING TO HOUSING.</p>            | <p>Requires, for tenancies greater than 90 days, a landlord to notify a tenant of any intent to raise the rent for any subsequent rental agreement or any intent to terminate a rental agreement 60 days before the expiration of the original rental agreement. Requires 90 day's notice for a landlord or tenant to terminate tenancies of three years or more and 60 days' notice to terminate tenancies of less than three years, with certain exceptions. Increases the amount of notice required to terminate tenancies that are less than month-to-month.</p>  | <p>H 1/31/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, La Chica, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 2 Excused: Representative(s) Cochran, Kitagawa.</p> | <p>GRANDINETTI, AMATO, HOLT, IWAMOTO, KILA, LA CHICA, MARTEN, PERRUSO, POEPOE</p>       | <p>HSG, CPC, JHA</p> | <p><a href="#">SB153</a></p>  |
| <p><a href="#">HB466</a></p> | <p>Landlord-Tenant Code; No-fault Evictions; For-cause Evictions; Relocation Assistance; Waiver of Rent</p>                  |             | <p>RELATING TO EVICTIONS.</p>          | <p>Prohibits landlords from terminating certain tenancies without cause. Establishes criteria under which landlords can undertake a no-fault eviction. Requires landlords, when proceeding with a no-fault eviction, to offer relocation assistance to the tenant or waiver of the final month's rent. Effective 1/1/2026.</p>  | <p>H 1/31/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, La Chica, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 2 Excused: Representative(s) Cochran, Kitagawa.</p> | <p>GRANDINETTI, HOLT, IWAMOTO, LA CHICA, MARTEN, PERRUSO, TODD</p>                      | <p>HSG, CPC, JHA</p> | <p><a href="#">SB155</a></p>  |
| <p><a href="#">HB467</a></p> | <p>Foreclosure; Nonjudicial Foreclosure; Bundled Properties; Public Sale; Prohibition; Eligible Bidders; Subsequent Bids</p> |             | <p>RELATING TO FORECLOSURES.</p>       | <p>Prohibit sellers of foreclosed homes from bundling properties at a public sale and requires each foreclosed home to be sold separately. Specifies that the sale of a foreclosed property is not final until either fifteen days after the public sale or forty-five days if an eligible bidder submits a subsequent bid or written notice of intent to submit a subsequent bid.</p>  | <p>H 1/31/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, La Chica, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 2 Excused: Representative(s) Cochran, Kitagawa.</p> | <p>GRANDINETTI, BELATTI, EVSLIN, IWAMOTO, KUSCH, MARTEN, PERRUSO, POEPOE, TODD, Tam</p> | <p>HSG, CPC, JHA</p> | <p>SB332, SB1135</p>          |
| <p><a href="#">HB484</a></p> | <p>Transitional Homes; Commission; Recommendations; Reports</p>  |             | <p>RELATING TO TRANSITIONAL HOMES.</p> | <p>Establishes the Hawaii Efficient Transitional Homes Commission to provide recommendations for the efficient, effective, and transparent management of transitional homes. Requires annual reports to the Legislature.</p>  | <p>H 1/21/2025: Referred to HSH, HSG, FIN, referral sheet 2</p>   | <p>MURAOKA</p>  | <p>HSH, HSG, FIN</p> | <p><a href="#">SB1288</a></p> |
| <p><a href="#">HB489</a></p> | <p>DOTAX; DBEDT; HHFDC; Counties; Vacant Home Surcharge; GET</p>   | <p>(\$)</p> | <p>RELATING TO VACANT HOMES.</p>       | <p>Establishes a Vacant Homes Special Fund under the Hawaii Housing Finance and Development Corporation for rental assistance programs. Establishes a general excise tax surcharge on an owner that allows a residential real property to remain vacant for 180 days or more a year. Requires persons who own residential real property, but do not live there, to obtain a general excise tax license. Requires the counties to disclose to the Department of Taxation a list of properties classified as not being occupied by an owner of that property. Requires the Department of Business, Economic Development, and Tourism to calculate average annual rental value for the basis for the surcharge amount.</p> | <p>H 1/21/2025: Referred to HSG, ECD, FIN, referral sheet 2</p>   | <p>IWAMOTO, PERRUSO</p>   | <p>HSG, ECD, FIN</p> | <p><a href="#">SB1214</a></p> |

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| <a href="#">HB516</a> | Housing; Counties; Accessory Dwelling Unit; HCDA; Appropriation  | (\$) | RELATING TO HOUSING.   | Repeals the requirement imposed on the counties to allow for the construction of at least two accessory dwelling units on all residentially zoned lots. Establishes the accessory dwelling unit housing development program with the Hawaii Community Development Authority to award subsidies to individuals who build accessory dwelling units. Exempts those accessory dwelling units from general excise tax for the first 3 years of rental.  | H 1/21/2025: Referred to HSG/WAL, JHA, FIN, referral sheet 2   | WARD, ALCOS, GARCIA, PERRUSO, PIERICK, QUINLAN                              | HSG/WAL, JHA, FIN |                        |
| <a href="#">HB525</a> | Housing; Rent-to-Own Program; Fee Simple; Leasehold  |      | RELATING TO HOUSING.   | Clarifies that the dwelling units eligible for the Rent-to-Own Program shall be units that are for sale in fee simple or leasehold on state or county land under a lease with an initial term of not less than ninety-nine years. Increases the time period that the sales price of dwelling units under the Rent-to-Own Program shall remain fixed from five years to ten years after the rental agreement is executed.   | H 1/21/2025: Referred to HSG, FIN, referral sheet 2  | MIYAKE, EVSLIN, LAMOSAO   | HSG, FIN          | <a href="#">.SB76</a>  |
| <a href="#">HB526</a> | Counties; Permits; State Projects; Designated Staff; Appropriations  | (\$) | RELATING TO COUNTY PERMITS.  | Requires county permitting agencies to establish and fill positions exclusively to process permit applications submitted for state projects. Appropriates funds.   | H 1/21/2025: Referred to HSG, FIN, referral sheet 2  | MIYAKE, LAMOSAO   | HSG, FIN          |                        |
| <a href="#">HB527</a> | Hawaii Housing Finance and Development Corporation; Housing Development; Counties; Modifications   |      | RELATING TO HOUSING.   | Prohibits the legislative body of a county from making modifications to housing development proposals that would increase the cost of the project.   | H 1/21/2025: Referred to HSG, JHA, referral sheet 2  | MIYAKE, EVSLIN  | HSG, JHA          | <a href="#">.SB38</a>  |
| <a href="#">HB528</a> | Residential Leases; State Lands; County Lands; Exemption   |      | RELATING TO RESIDENTIAL LEASEHOLDS.  | Exempts state and county lands leased after July 1, 2025, for an initial period of not less than ninety-nine years from chapters 516 and 516D, Hawaii Revised Statutes.  | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE. | MIYAKE, LAMOSAO   | HSG, WAL, JHA     | <a href="#">.SB77</a>  |
| <a href="#">HB529</a> | HHFDC; Bond Volume Cap Recycling Program; Line of Credit   |      | RELATING TO STATE FINANCES.  | Authorizes the Hawaii Housing Finance and Development Corporation to secure a line of credit or other instrument of indebtedness for the Bond Volume Cap Recycling Program.  | H 1/21/2025: Referred to HSG, FIN, referral sheet 2  | MIYAKE, LAMOSAO   | HSG, FIN          | <a href="#">.SB40</a>  |
| <a href="#">HB541</a> | Counties; Zoning; Land Use; Subdivision; Consolidation; Resubdivision; Accessory Dwelling Units; Residentially Zoned Lots; Impact Fees Assessment; Private Covenants; Urban District |      | RELATING TO URBAN DEVELOPMENT.   | Makes certain urban development and land use requirements applicable only to counties with a population of less than five hundred thousand, including: vesting the director of the county land use agency with the administrative authority to act on any application for subdivision, consolidation, or resubdivision; the required adoption or amendment of an ordinance to allow at least two accessory dwelling units, subject to certain conditions, on all residentially zoned lots; the calculation of certain school impact fees; and a prohibition on private covenants that include certain limitations or restrictions for residentially zoned lots within an urban district. | H 1/21/2025: Referred to HSG, WAL, JHA, referral sheet 2   | GARRETT, BELATTI, GRANDINETTI, MARTEN, MATAYOSHI, PERRUSO, TAKENOUCHI, Chun | HSG, WAL, JHA     |                        |
| <a href="#">HB576</a> | Housing Development Programs; Restrictions on Transfer; Hawaiian Home Lands; Exception   |      | RELATING TO RESTRICTIONS ON THE TRANSFER OF REAL PROPERTY UNDER CHAPTER 201H, HAWAII REVISED STATUTES. | Exempts transfers of Hawaiian home lands from transfer restrictions for real property under Chapter 201H housing development programs.   | H 1/21/2025: Referred to HSG, JHA, referral sheet 2  | HOLT, KAHALOA, KILA, MARTEN, MIYAKE, TODD                                   | HSG, JHA          | <a href="#">.SB834</a> |

Attachment A

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| <a href="#">HB581</a>                        | DHHL; New Construction; Appropriations  | (\$) | RELATING TO HAWAIIAN HOME LANDS.                   | Appropriates moneys to the department of Hawaiian home lands for new construction of housing units for native Hawaiians.  | H 1/21/2025: Referred to HSG, JHA, FIN, referral sheet 2   | HOLT, EVSLIN, GARCIA, KAHALOA, LEE, M., LOWEN, MARTEN, MIYAKE, MORIKAWA, POEPOE, SAYAMA, SOUZA, TAKAYAMA, TODD  | HSG, JHA, FIN     |                       |
| <a href="#">HB591</a>                        | Condominiums; Managing Agents; Requirements; Commercial Property Management Experience  |      | RELATING TO MANAGING AGENTS.                       | Requires managing agents for residential condominium properties over seventy-five feet in height to have commercial property management experience.   | H 1/21/2025: Referred to HSG, CPC, referral sheet 2  | ICHIYAMA  | HSG, CPC          | <a href="#">SB801</a> |
| <a href="#">HB604</a>                        | TAT; HHCA; Tax Revenues; Deposits; Hawaiian Home General Loan Fund  |      | RELATING TO TAX REVENUES.                          | Beginning on 1/1/2026, increases transient accommodations tax rates by 1 percentage point. Deposits the increased revenues into the Hawaiian Home General Loan Fund established under the Hawaiian Homes Commission Act, 1920, as amended.  | H 1/30/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 5 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, Kitagawa; Ayes with reservations: none; 1 Noes: Representative(s) Muraoka; and 3 Excused: Representative(s) Cochran, La Chica, Pierick. | HOLT, EVSLIN, KAHALOA, KEOHOKAPU-LEE LOY, KILA, LAMOSAO, MARTEN, POEPOE, SOUZA  | TOU/HSG, JHA, FIN |                       |
| <a href="#">HB606</a><br><a href="#">HD1</a> | Department of Hawaiian Home Lands; Act 279 Special Fund; Reports; Appropriation   | (\$) | RELATING TO THE DEPARTMENT OF HAWAIIAN HOMELANDS.  | Extends the Act 279 Special Fund to 6/30/2028. Deposits funds into and appropriates funds out of the Act 279 Special Fund to eliminate its waitlist. Requires the Department of Hawaiian Home Lands to submit a strategic plan detailing the anticipated uses of the funds appropriated. Requires an annual report. Sunsets 6/30/2028. Effective 7/1/3000. (HD1)  | H 2/3/2025: Passed Second Reading as amended in HD 1 and referred to the committee(s) on JHA with none voting aye with reservations; none voting no (0) and Representative(s) Cochran, Ward excused (2).   | POEPOE, AMATO, BELATTI, EVSLIN, GARCIA, GRANDINETTI, HOLT, KAHALOA, KAPELA, LOWEN, MARTEN, PERRUSO, QUINLAN, REYES ODA, SOUZA, TAKAYAMA, TAKENOUCI, TAM, TARNAS | HSG, JHA, FIN     |                       |
| <a href="#">HB654</a>                        | Development; Special Management Area Minor Permit; Shoreline; Single-family Homes   |      | RELATING TO SPECIAL MANAGEMENT AREA MINOR PERMITS. | Amends the definition of "special management area minor permit", in section 205A-22, HRS, to mean an action by the applicable authority authorizing: (1) Development, the valuation of which does not exceed \$1,000,000, and that has no substantial adverse environmental or ecological effect, taking into account potential cumulative effects; or (2) Construction or reconstruction of single-family residential use that is less than 7,500 square feet of floor area in aggregate; is situated on a shoreline parcel or a parcel that is impacted by waves, storm surges, high tide, or shoreline erosion; and is not part of a larger development. | H 1/21/2025: Referred to HSG, WAL, JHA, referral sheet 2   | HASHEM  | HSG, WAL, JHA     |                       |
| <a href="#">HB659</a>                        | Public Improvements; State Building Design and Construction; New State Buildings; Disaster Preparedness; Hurricane; Standards |      | RELATING TO HURRICANE RESISTANT CRITERIA.          | Requires the State to consider hurricane resistant criteria when designing and constructing new state buildings, constructed on or after 7/1/2025, for the capability of providing shelter refuge.  | H 1/21/2025: Referred to PBS, HSG, FIN, referral sheet 2   | HASHEM  | PBS, HSG, FIN     | <a href="#">SB111</a> |
| <a href="#">HB709</a>                        | Real Property; Unauthorized Persons; Removal  |      | RELATING TO TRESPASSING.                           | Establishes a limited alternative process to remove unauthorized persons from residential real property.  | H 1/21/2025: Referred to HSG, JHA, referral sheet 2  | TAKENOUCI   | HSG, JHA          |                       |

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| <a href="#">HB737</a>                        | Historic Preservation; Historic Property   |  | HISTORIC PRESERVATION.                        | Redefines "historic property" with respect to the State Historic Preservation Program. Requires historic review for proposed projects on existing privately-owned single-family detached dwelling units or townhouses only if the unit or townhouse is historic property, rather than over 50 years old.  | H 1/31/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, La Chica, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 2 Excused: Representative(s) Cochran, Kitagawa.               | EVSLIN, CHUN, IWAMOTO, KAHALOA, KEOHOKAPU-LEE LOY, LOWEN, MARTEN, MATAYOSHI, MATSUMOTO, MIYAKE, MORIKAWA, PIERICK, SOUZA, TAKAYAMA, TAKENOUCHI, TARNAS, Amato | HSG, WAL, JHA |                         |
| <a href="#">HB738</a>                        | Historic Preservation; County-designated Transit-oriented Development; SHPD Review; Historic Property  |  | RELATING TO HISTORIC PRESERVATION.            | Creates a process for expediting the review of residential transit-oriented development on certain parcels within county-designated transit oriented development zones that have a low risk of affecting historically significant resources. Authorizes lead agencies, including county governments, to make determinations on the potential effects of a project. Creates a ninety-day limit to concur or not concur with project effect determinations. Provides that projects with written concurrence are exempt from further review unless there is a significant change to the project or additional historic properties, aviation artifacts, or burial sites are identified within the project area. | H 1/31/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 5 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, La Chica; Ayes with reservations: none; 2 Noes: Representative(s) Muraoka, Pierick; and 2 Excused: Representative(s) Cochran, Kitagawa. | EVSLIN, LOWEN, MARTEN, MORIKAWA, NAKAMURA, SOUZA, TAKAYAMA, TAM, TARNAS, Amato  | HSG, WAL, JHA | <a href="#">.SB1263</a> |
| <a href="#">HB739</a><br><a href="#">HD1</a> | Kamaaina Homes Program; Voluntary Deed Restrictions; Counties  |  | RELATING TO HOUSING.                          | Establishes the Kamaaina Homes Program to provide funding to the counties to purchase voluntary deed restrictions from eligible homeowners or homebuyers. Effective 7/1/3000. (HD1)   | H 2/3/2025: Passed Second Reading as amended in HD 1 and referred to the committee(s) on JHA with Representative(s) Muraoka voting aye with reservations; none voting no (0) and Representative(s) Cochran, Ward excused (2).  | EVSLIN, MIYAKE  | HSG, JHA, FIN | <a href="#">.SB490</a>  |
| <a href="#">HB740</a><br><a href="#">HD1</a> | HHFDC; Counties; Accessory Dwelling Units; Grants; Voluntary Deed Restrictions; Dwelling Unit Revolving Fund                                     |  | RELATING TO HOUSING.                          | Establishes the Accessory Dwelling Unit Financing and Deed Restriction Program to allocate funds to the counties to provide grants to eligible homeowners or homebuyers to finance construction costs, development costs, and non-reoccurring closing costs associated with the construction of an accessory dwelling unit and purchase deed restrictions on such property. Effective 7/1/3000. (HD1)   | H 2/3/2025: Bill scheduled to be heard by JHA on Thursday, 02-06-25 2:00PM in House conference room 325 VIA VIDEOCONFERENCE.   | EVSLIN, AMATO, GRANDINETTI, HOLT, KAHALOA, MATSUMOTO, MIYAKE, MORIKAWA, SOUZA, TARNAS, WARD   | HSG, JHA, FIN | <a href="#">.SB491</a>  |
| <a href="#">HB741</a>                        | Affordable Homeownership Revolving Fund; Prevailing Wages; Exemption   |  | RELATING TO HOUSING.                          | Exempts certain projects funded by the Affordable Homeownership Revolving Fund from prevailing wages provisions.  | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | EVSLIN, MIYAKE, NAKAMURA  | HSG, LAB, FIN |                         |
| <a href="#">HB744</a>                        | Hawaii Housing Finance and Development Corporation; Dwelling Unit Revolving Fund; Dwelling Unit Revolving Fund Equity Program; Interim Financing |  | RELATING TO THE DWELLING UNIT REVOLVING FUND. | Makes the Dwelling Unit Revolving Fund Equity Pilot Program permanent. Allows partial or full repayment of Dwelling Unit Revolving Fund interim loans in the form of unit equity through the Dwelling Unit Revolving Fund Equity Program. Gives preference to projects developed under governmental assistance programs pursuant to section 201H-36(a)(2).  | H 1/21/2025: Referred to HSG, FIN, referral sheet 2  | EVSLIN  | HSG, FIN      | <a href="#">.SB1229</a> |

Attachment A

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| <a href="#">HB745</a> | Hawaii State Building Code; Counties; Amendments   |     | RELATING TO BUILDING CODES.                   | Beginning 1/1/2028, makes the most recent Hawaii state building codes adopted by the state building code council supersede all existing county building codes and thereafter allows counties to remove requirements of the state building codes or add requirements to the state building codes only with prior council approval. Repeals the counties' authority to adopt, amend, and update the Hawaii state building codes for their respective county building codes.                                       | H 1/31/2025: Bill scheduled for decision making on Wednesday, 02-05-25 9:00AM in conference room 430 VIA VIDEOCONFERENCE.  | EVSLIN, MIYAKE   | HSG, JHA, FIN | <a href="#">.SB1540</a> |
| <a href="#">HB761</a> | County Building Permit, Inspection, and Certificate of Occupancy Requirements; Exemption; Prohibition; State Projects      |     | RELATING TO COUNTY PERMITTING AND INSPECTION. | Exempts state projects from county building permit, inspection, and certificate of occupancy requirements under certain conditions. Requires counties to accept the dedication of state projects exempt from the county permitting process. Prohibits state agencies responsible for state projects exempt from county building permit, inspection, and certificate of occupancy requirements from applying for county building permits. Defines building permit, state agency, state lands, and state project. | H 1/31/2025: The committee(s) on HSG recommend(s) that the measure be deferred.  | KILA, EVSLIN, LAMOSAO, MARTEN, MORIKAWA, OLDS, TODD  | HSG, JHA, FIN | <a href="#">.SB161</a>  |
| <a href="#">HB762</a> | RHRF; Eligible Applicants; Organizations; Profits; Government Agencies   |     | RELATING TO HOUSING.                          | Requires eligible applicants of the Rental Housing Revolving Fund to be either governmental agencies or organizations that are required to use all financial surplus to develop additional housing in the State.  | H 1/21/2025: Referred to HSG, FIN, referral sheet 2  | KILA, MARTEN, TAM  | HSG, FIN      | <a href="#">.SB70</a>   |
| <a href="#">HB826</a> | Housing; Land Use; County Planning Commission; Agricultural Districts; Special Permit                                      |     | RELATING TO HOUSING.                          | Authorizes a county planning commission, by special permit, to permit land uses exclusively providing residential housing for long-term rental or affordable fee simple ownership in an agricultural district, under certain conditions. Repeals 6/30/2035.   | H 1/23/2025: Referred to HSG, JHA, referral sheet 3  | EVSLIN, HOLT, KAHALOA, KAPELA, KILA, KUSCH, LAMOSAO, MIYAKE, SOUZA, TARNAS   | HSG, JHA      |                         |
| <a href="#">HB830</a> | Historic Preservation Reviews; Third-party Consultants   |     | RELATING TO HISTORIC PRESERVATION REVIEWS.    | Requires the Department of Land and Natural Resources to contract its review of proposed state projects, projects on privately owned historic property, and projects affecting historic properties to third-party consultants if the Department is unable to complete its review within sixty days.   | H 1/31/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, La Chica, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 2 Excused: Representative(s) Cochran, Kitagawa. | MIYAKE, AMATO, EVSLIN, HOLT, KAHALOA, KILA, LAMOSAO, LEE, M., LOWEN, MARTEN, MATAYOSHI, SOUZA, TAKAYAMA, TAKENOCHI, TARNAS, TODD | HSG, WAL, FIN | <a href="#">.SB575</a>  |
| <a href="#">HB833</a> | HHFDC; Community Land Trust Equity Pilot Program; Affordable Housing; Reports; Dwelling Unit Revolving Fund; Appropriation | (S) | RELATING TO COMMUNITY LAND TRUSTS.            | Authorizes the Hawaii Housing Finance and Development Corporation to establish a five-year community land trust equity pilot program to provide community land trusts with a line of credit to fund the acquisition, rehabilitation, renovation, or construction of housing for certain households and report to the Legislature regarding the pilot program. Appropriates moneys from the Dwelling Unit Revolving Fund for establishment of the pilot program.   | H 1/23/2025: Referred to HSG, FIN, referral sheet 3  | GRANDINETTI, BELATTI, HUSSEY, IWAMOTO, KEOHOKAPU-LEE LOY, KUSCH, MARTEN, PERRUSO, POEPOE, SOUZA, TAM, Kila                       | HSG, FIN      |                         |

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| <a href="#">HB855</a> | DHHL; Hawaiian Home Lands; Waitlist; Successors  |      | RELATING TO HAWAIIAN HOME LANDS.                                    | Provides that a living beneficiary's place on the Department of Hawaiian Home Land's waitlist for any residential, agricultural or pastoral tract may be designated for transfer to a successor if the living beneficiary dies before receiving an offer for a tract; provided that the successor shall be at least twenty-five per cent native Hawaiian.  | H 1/23/2025: Referred to HSG, JHA, FIN, referral sheet 3   | SHIMIZU   | HSG, JHA, FIN     |                      |
| <a href="#">HB907</a> | HPHA; Rehabilitation; Housing; Appropriation   | (\$) | RELATING TO HOUSING.  | Appropriates moneys to the Hawaii Public Housing Authority for the rehabilitation, remodeling, renovation, and repair of housing units.  | H 1/23/2025: Referred to HSG, FIN, referral sheet 3  | MATSUMOTO, GARCIA, IWAMOTO, KAHALOA, KEOHOKAPU-LEE LOY, OLDS, SHIMIZU, TAKENOUCHI, WARD                                   | HSG, FIN          | <a href="#">SB65</a> |
| <a href="#">HB916</a> | Low-Income Housing Tax Credit; Affordable Housing; Transient Accommodations Tax  |      | RELATING TO THE LOW-INCOME HOUSING TAX CREDIT.                      | Allows tax credits claimed under the state low-income housing tax credit program to be used to offset taxes imposed by the state transient accommodations tax law. Specifies that tax credit amounts applied to state transient accommodations taxes be limited to state transient accommodations taxes imposed in the same county in which the qualified low-income building is located.  | H 1/29/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 8 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, Kitagawa, La Chica, Pierick; Ayes with reservations: Representative(s) Muraoka; Noes: none; and 1 Excused: Representative(s) Cochran. | HASHEM  | HSG, TOU/ECD, FIN |                      |
| <a href="#">HB921</a> | Hawaii Housing Finance and Development Corporation; Board of Directors; Membership   |      | RELATING TO THE HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION. | Adds the Chairperson of the Hawaiian Homes Commission, or the Chairperson's designee, to the Board of Directors of the Hawaii Housing Finance and Development Corporation.   | H 1/23/2025: Referred to HSG, JHA, referral sheet 3  | HOLT, GARCIA, HUSSEY, KAHALOA, KAPELA, KEOHOKAPU-LEE LOY, KILA, LAMOSAO, MARTEN, MURAOKA, QUINLAN, REYES ODA, SOUZA, TODD | HSG, JHA          |                      |
| <a href="#">HB949</a> | Low-Income Housing Tax Credit; Extension; Partners; Limited Liability Companies  |      | RELATING TO THE LOW-INCOME HOUSING TAX CREDIT.                      | Clarifies that a partner or member that is a partnership or limited liability company that has been allocated a low-income housing tax credit may either further allocate the credit or transfer, sell, or assign all or a portion of the credit to any taxpayer. Extends the sunset date of Act 129, Session Laws of Hawaii 2016, relating to the low-income housing tax credit, from 12/31/2027 to 12/31/2032.   | H 1/29/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 8 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, Kitagawa, La Chica, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 1 Excused: Representative(s) Cochran.             | EVSLIN, MIYAKE  | HSG, ECD, FIN     |                      |
| <a href="#">HB971</a> | Governor; DAGS; Office of the State Architect; State Architect; State Construction Projects; Design Approvals; Design Review Special Fund; County Building Permit, Inspection, and Certificate of Occupancy Requirements; Exemptions; Report; Appropriations | (\$) | RELATING TO STATE CONSTRUCTION PROJECTS.                            | Establishes the Office of the State Architect within the Department of Accounting and General Services to be headed by the State Architect. Authorizes the State Architect to organize, manage, and oversee the design review of all state construction projects and issue design approvals. Establishes the Design Review Special Fund. Requires the State Architect to submit a report to the Governor and Legislature. Authorizes DAGS to provide centralized design review services for state construction projects and issue design approvals through the State Architect. Exempts state construction projects from county building permit, inspection, and certificate of occupancy requirements, subject to certain conditions. Makes appropriations. | H 1/23/2025: Referred to LAB, HSG, FIN, referral sheet 3   | TAM, KUSCH, MARTEN, PERRUSO, POEPOE, SOUZA, TODD, Amato, Kila   | LAB, HSG, FIN     | <a href="#">SB74</a> |



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| <a href="#">HB1008</a>                        | DLNR; Review of Proposed State Affordable Housing Projects  |      | RELATING TO HISTORIC PRESERVATION REVIEWS OF STATE AFFORDABLE HOUSING PROJECTS. | Requires the Department of Land and Natural Resources to determine the effect of any proposed State affordable housing project within ninety days of a request for determination. Sets forth the historic review requirements based on the project area's known historic, cultural, and archaeological resources.   | H 1/31/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, La Chica, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 2 Excused: Representative(s) Cochran, Kitagawa. | NAKAMURA (Introduced by request of another party) | HSG, WAL, JHA | <a href="#">SB1327</a> |
| <a href="#">HB1009</a>                        | Hawaii Housing Finance and Development Corporation; Dwelling Unit Revolving Fund; Dwelling Unit Revolving Fund Equity Program; Interim Financing        |      | RELATING TO THE DWELLING UNIT REVOLVING FUND.                                   | Makes the Dwelling Unit Revolving Fund Equity Pilot Program permanent. Allows partial or full repayment of Dwelling Unit Revolving Fund interim loans in the form of unit equity through the Dwelling Unit Revolving Fund Equity Program.   | H 1/23/2025: Referred to HSG, FIN, referral sheet 3  | NAKAMURA (Introduced by request of another party) | HSG, FIN      | <a href="#">SB1328</a> |
| <a href="#">HB1010</a>                        | Hawaii Housing Finance and Development Corporation; RHRF; Mixed-Income Rental Housing; Subaccount   |      | RELATING TO THE RENTAL HOUSING REVOLVING FUND.                                  | Creates a mixed-income rental housing subaccount under the Rental Housing Revolving Fund which shall make loans to mixed-income rental projects or units in a mixed-income rental project. Authorizes the transfer of moneys from the Rental Housing Revolving Fund to the Rental Housing Revolving Fund Mixed-Income Subaccount.                                   | H 1/23/2025: Referred to HSG, FIN, referral sheet 3  | NAKAMURA (Introduced by request of another party) | HSG, FIN      | <a href="#">SB1329</a> |
| <a href="#">HB1013</a>                        | Important Agricultural Lands; Important Agricultural Lands Incentive; Farm Cluster Housing; Priority Permit Processing; Counties; County Ordinances     |      | RELATING TO IMPORTANT AGRICULTURAL LANDS.                                       | Repeals the provision authorizing farm dwellings and farm employee housing on important agricultural lands, amends the provision for priority permit processing to include farm cluster housing, and adopts a new provision establishing farm cluster housing to incentivize the designation of lands as important agricultural lands pursuant to chapter 205, HRS. | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | NAKAMURA (Introduced by request of another party) | HSG, AGR, FIN | <a href="#">SB1332</a> |
| <a href="#">HB1056</a>                        | State Treasury; Department of Commerce and Consumer Affairs; Insurance Commissioner; Strengthen Hawaii Homes Program; Insurance Division; Appropriation | (\$) | RELATING TO THE STRENGTHEN HAWAII HOMES PROGRAM.                                | Establishes the Strengthen Hawaii Homes Program to encourage single-family homeowners to retrofit their homes to resist damage by providing for grants to help offset the cost of retrofits. Appropriates funds.  | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | NAKAMURA (Introduced by request of another party) | HSG, CPC, FIN | <a href="#">SB1375</a> |
| <a href="#">HB1086</a><br><a href="#">HD1</a> | DHHL; General Excise Tax Exemption; Use Tax Exemption   |      | RELATING TO HOUSING.  | Exempts any development of homestead lots or housing for the Department of Hawaiian Home Lands from general excise and use taxes. Effective 7/1/3000. (HD1)   | H 2/3/2025: Passed Second Reading as amended in HD 1 and referred to the committee(s) on JHA with none voting aye with reservations; none voting no (0) and Representative(s) Cochran, Ward excused (2).   | NAKAMURA (Introduced by request of another party) | HSG, JHA, FIN | <a href="#">SB1405</a> |
| <a href="#">HB1093</a>                        | Hawaii Public Housing Authority; Housing Development; Bonds; Trustees; Housing Projects; Definition   |      | RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY.                                | Clarifies the Hawaii Public Housing Authority's powers relating to housing projects.  | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | NAKAMURA (Introduced by request of another party) | HSG, JHA      | <a href="#">SB1412</a> |
| <a href="#">HB1094</a>                        | Public Housing; HPHA; Abandoned Property; Seized Property   |      | RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY.                                | Allows the Hawaii Public Housing Authority (HPHA) to sell, donate, or dispose of property abandoned or seized in federal public housing projects. Requires the HPHA to notify the known owner of the abandoned or seized property. Creates procedures for persons entitled to the abandoned or seized property.   | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | NAKAMURA (Introduced by request of another party) | HSG, JHA      | <a href="#">SB1413</a> |
| <a href="#">HB1095</a>                        | HPHA; Public Housing; Trespassing; HPHA Parcels; HPHA Offices; HPHA Facilities  |      | RELATING TO THE HAWAII PUBLIC HOUSING AUTHORITY.                                | Amends section 356D-6.7, HRS, to include all Hawaii Public Housing Authority parcels as areas that may be closed to the public.   | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | NAKAMURA (Introduced by request of another party) | HSG, JHA      | <a href="#">SB1414</a> |

Attachment A

|                        |  |      |   |   |  |   |               |                        |
|------------------------|--|------|---|---|--|---|---------------|------------------------|
| <a href="#">HB1096</a> | Hawaii Public Housing Authority; State Low-Income Housing; Tenant Selection; Preferences   |      | RELATING TO TENANT SELECTION.               | Repeals the tenant selection preferences for disabled veterans and the spouses of deceased veterans in the State Low-Income Housing Program.  | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | NAKAMURA (Introduced by request of another party)   | HSG, PBS, JHA | <a href="#">SB1415</a> |
| <a href="#">HB1097</a> | Public Housing; Hawaii Public Housing Authority; Evictions; Tenants  |      | RELATING TO PUBLIC HOUSING EVICTIONS.       | Reduces the time required to store unclaimed personal effects of an evicted tenant.   | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | NAKAMURA (Introduced by request of another party)   | HSG, FIN      | <a href="#">SB1416</a> |
| <a href="#">HB1186</a> | Bed Bugs; Landlords; Rental Dwelling Units; Infestations   |      | RELATING TO BED BUGS.                       | Prohibits landlords, including those operating in public housing and educational dorm settings, from renting a dwelling unit that the landlord knows has a current bed bug infestation. Establishes procedures that landlords shall take upon receiving notice of an actual or suspected bed bug infestation.   | H 1/27/2025: Referred to HSG, CPC, referral sheet 4  | KEOHOKAPU-LEE LOY, GARCIA, MARTEN, OLDS, PIERICK, TAKAYAMA                                  | HSG, CPC      | <a href="#">SB456</a>  |
| <a href="#">HB1188</a> | DOE; Teacher Workforce Housing Stipend Program; Workforce Housing; Reports; Appropriations   | (\$) | RELATING TO TEACHER WORKFORCE HOUSING.      | Establishes a Teacher Workforce Housing Stipend Program to support teacher retention at public and charter schools classified as rural and underserved. Requires reports to the Legislature. Appropriates funds.  | H 1/30/2025: The committee on EDN recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 10 Ayes: Representative(s) Woodson, La Chica, Amato, Evslin, Garrett, Kila, Olds, Sayama, Muraoka, Souza; Ayes with reservations: none; Noes: none; and 1 Excused: Representative(s) Kapela.         | KEOHOKAPU-LEE LOY, AMATO, EVSLIN, GARRETT, GRANDINETTI, KILA, MIYAKE, OLDS, SOUZA, TAKAYAMA | EDN, HSG, FIN |                        |
| <a href="#">HB1208</a> | DHS; Affordable Housing; Conveyance Tax; Rates; Exemption; Homeless Services Special Fund; Affordable Homeownership Revolving Fund; Land Conservation Fund; Rental Housing Revolving Fund; Dwelling Unit Revolving Fund; Appropriation | (\$) | RELATING TO THE CONVEYANCE TAX.             | Establishes the Homeless Services Special Fund. Allows counties to apply for matching funds from the Affordable Homeownership Revolving Fund for certain housing projects. Increases the conveyance tax rates for certain properties. Establishes conveyance tax rates for multifamily residential properties. Establishes new exemptions to the conveyance tax. Allocates collected conveyance taxes to the Affordable Homeownership Revolving Fund, Homeless Services Fund, and Dwelling Unit Revolving Fund. Amends allocations to the Land Conservation Fund and Rental Housing Revolving Fund. Effective 7/1/2026. | H 1/27/2025: Referred to HSG, HSH, FIN, referral sheet 4   | BELATTI, GRANDINETTI, IWAMOTO, MARTEN, MURAOKA  | HSG, HSH, FIN |                        |
| <a href="#">HB1294</a> | DOA; Agricultural Workforce Housing Working Group; Report; Appropriations  | (\$) | RELATING TO AGRICULTURAL WORKFORCE HOUSING. | Requires the Department of Agriculture to establish an Agricultural Workforce Housing Working Group to address the shortage and challenges of agricultural workforce housing in the State. Requires reports to the Legislature. Appropriates funds.   | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | KAHALOA   | HSG, AGR, FIN | <a href="#">SB498</a>  |
| <a href="#">HB1298</a> | Government Employee Housing; Hawaii Housing Finance and Development Corporation; Affordable Rental Housing; Leasehold; Rent-to-own; Appropriation  | (\$) | RELATING TO HOUSING.                        | Requires the Hawaii Housing Finance and Development Corporation to establish a Government Employee Housing Revolving Fund Program and Government Employee Ninety-Nine Year Leasehold Rent-to-Own Program. Establishes the Government Employee Housing Revolving Fund. Appropriates funds.   | H 1/29/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 6 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, Kitagawa, La Chica; Ayes with reservations: none; 2 Noes: Representative(s) Muraoka, Pierick; and 1 Excused: Representative(s) Cochran. | YAMASHITA   | HSG, LAB, FIN | <a href="#">SB1235</a> |
| <a href="#">HB1306</a> | HHFDC; Kupuna Home Equity Conversion Mortgage Program  |      | RELATING TO HOUSING.                        | Establishes the Kupuna Home Equity Conversion Mortgage Program under the Hawaii Housing Finance and Development Corporation.  | H 1/27/2025: Referred to HSG, CPC, FIN, referral sheet 4   | IWAMOTO, COCHRAN, GRANDINETTI, KUSCH, MURAOKA, PERRUSO, SOUZA, TAM, TEMPLO                  | HSG, CPC, FIN |                        |

Attachment A

|   |   |      |  |  |  |   |               |                        |
|---|---|------|--|--|--|---|---------------|------------------------|
| <a href="#">HB1317</a>                        | HHFDC; Workforce Housing Regulatory Sandbox Program; Advisory Council; Workforce Housing; Permitting; Affordable Housing; Reports; Appropriations | (\$) | RELATING TO WORKFORCE HOUSING.                     | Establishes the Workforce Housing Regulatory Sandbox Program within the Hawaii Housing Finance and Development Corporation. Establishes an Advisory Council within the Workforce Housing Regulatory Sandbox Program to advise on environmental and cultural practices within specific developments. Requires annual reports to the Legislature. Appropriates funds. Repeals 6/30/2030.   | H 1/29/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 6 Ayes: Representative(s) Evslin, Miyake, Kila, Kitagawa, La Chica; Ayes with reservations: Representative(s) Grandinetti; 2 Noes: Representative(s) Muraoka, Pierick; and 1 Excused: Representative(s) Cochran. | EVSLIN, MIYAKE  | HSG, WAL, FIN | <a href="#">SB1200</a> |
| <a href="#">HB1318</a>                        | Affordable Housing; Board of Land and Natural Resources; Ninety-nine-year Residential Leases  |      | RELATING TO AFFORDABLE HOUSING.                    | Removes from the definition of "public lands" lands set aside by the Governor to the counties for the purpose of affordable housing. Allows the Board of Land and Natural Resources to issue residential leases for affordable housing with an aggregate of initial terms and extension up to ninety-nine years.   | H 1/31/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, La Chica, Pierick; Ayes with reservations: Representative(s) Muraoka; Noes: none; and 2 Excused: Representative(s) Cochran, Kitagawa.               | EVSLIN, MIYAKE, MORIKAWA  | HSG, WAL, FIN |                        |
| <a href="#">HB1321</a>                        | Hawaii State Building Codes; Counties; Energy Conservation  |      | RELATING TO THE HAWAII STATE BUILDING CODES.       | Requires the counties to adopt the Hawaii state building codes no later than one year after its adoption. Authorizes a county with a population in excess of 500,000 to amend its building energy conservation code to require more stringent energy-saving performance.   | H 1/31/2025: Bill scheduled for decision making on Wednesday, 02-05-25 9:00AM in conference room 430 VIA VIDEOCONFERENCE.  | HASHEM, LAMOSAO, MARTEN, PIERICK, POEPOE  | HSG, JHA      |                        |
| <a href="#">HB1325</a>                        | HHFDC; Affordable Housing Projects; Tenants; Right of First Refusal; Relocation Assistance  |      | RELATING TO HOUSING.                               | Requires developers developing an affordable housing project under HHFDC to assist certain tenants who are subject to displacement or eviction by the proposed project by: granting those tenants the right of first refusal of a comparable unit in the housing project at an affordable rate; establishing a fund to provide relocation benefits; providing information, either directly or through a contracted service, on how to obtain assistance and exercise the right of first refusal; and establishing procedures to maintain communication with those tenants. | H 1/29/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 8 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, Kitagawa, La Chica, Muraoka, Pierick; Ayes with reservations: none; Noes: none; and 1 Excused: Representative(s) Cochran.                           | GRANDINETTI, AMATO, EVSLIN, HUSSEY, IWAMOTO, PERRUSO  | HSG, CPC, JHA |                        |
| <a href="#">HB1353</a>                        | DHHL; Land Purchase; Appropriations   | (\$) | RELATING TO THE DEPARTMENT OF HAWAIIAN HOME LANDS. | Appropriates funds to the Department of Hawaiian Home Lands to purchase a parcel of land identified as tax map key: (1) 9-1-013-025.   | H 1/27/2025: Referred to HSG, JHA, FIN, referral sheet 4   | HOLT, LAMOSAO, SOUZA  | HSG, JHA, FIN | <a href="#">SB1553</a> |
| <a href="#">HB1408</a><br><a href="#">HD1</a> | DHHL; HHFDC; Dwelling Unit Revolving Fund; Appropriation  | (\$) | RELATING TO THE DEPARTMENT OF HAWAIIAN HOME LANDS. | Allows the Department of Hawaiian Home Lands to utilize the Dwelling Unit Revolving Fund as collateral when the Department acts as an eligible borrower for a loan agreement under section 184A of the Housing and Community Development Act of 1992, as amended. Appropriates funds. Effective 7/1/3000. (HD1)  | H 2/3/2025: Passed Second Reading as amended in HD 1 and referred to the committee(s) on JHA with none voting aye with reservations; none voting no (0) and Representative(s) Cochran, Ward excused (2).   | POEPOE, COCHRAN, HOLT, IWAMOTO, KAHALOA, KAPELA, KILA, PERRUSO, SOUZA, TARNAS   | HSG, JHA, FIN |                        |
| <a href="#">HB1409</a>                        | Transit-oriented Development; Counties; Rental Housing Revolving Fund   |      | RELATING TO TRANSIT-ORIENTED DEVELOPMENT.          | Establishes what constitutes transit-oriented development and incentivizes development in county-designated transit-oriented development areas or zones. Prioritizes the allocation of a minimum percentage of the Rental Housing Revolving Fund for certain mixed-income rental housing projects or units.  | H 1/29/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, Kitagawa, La Chica, Muraoka; Ayes with reservations: none; 1 Noes: Representative(s) Pierick; and 1 Excused: Representative(s) Cochran.             | EVSLIN, AMATO, BELATTI, GRANDINETTI, HOLT, KAHALOA, KEOHOKAPULEE LOY, KILA, LOWEN, MARTEN, MIYAKE, MORIKAWA, TAKAYAMA, TARNAS | HSG, WAL, FIN | <a href="#">SB1614</a> |

Attachment A

|                        |   |      |                                 |   |  |   |               |                        |
|------------------------|---|------|---------------------------------|---|--|---|---------------|------------------------|
| <a href="#">HB1410</a> | Conveyance Tax; Supportive Housing Special Fund; Dwelling Unit Revolving Fund; Infrastructure Funding; County-designated Transit-oriented Development | (\$) | RELATING TO HOUSING.            | Establishes the Supportive Housing Special Fund. Restructures the conveyance tax to a marginal rate system and adjusts the tax for multifamily properties to reflect value on a per-unit basis. Allocates revenues from conveyance tax collections to the Supportive Housing Special Fund. Allocates a portion of conveyance tax collections to the Dwelling Unit Revolving Fund to fund infrastructure programs in county-designated transit-oriented development areas that meet minimum standards of transit-supportive density. | H 1/29/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 6 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, Kitagawa, La Chica; Ayes with reservations: none; 2 Noes: Representative(s) Muraoka, Pierick; and 1 Excused: Representative(s) Cochran. | EVSLIN, AMATO, BELATTI, IWAMOTO, KAHALOA, KAPELA, LAMOSAO, MARTEN, MORIKAWA, TARNAS, Kila                                     | HSG, WAL, FIN |                        |
| <a href="#">HB1411</a> | Affordable Housing; HHFDC; Geographic Preferences   |      | RELATING TO HOUSING PREFERENCE. | Allows the Hawaii Housing Finance and Development Corporation to allow projects to grant preferences in the sale or lease of housing units to applicants who live or work within 5 miles of the project.  | H 1/27/2025: Referred to HSG, JHA, referral sheet 4  | EVSLIN, MIYAKE  | HSG, JHA      |                        |
| <a href="#">HB1428</a> | HHFDC; Housing Counseling Agencies; ALICE Households  | (\$) | RELATING TO HOUSING.            | Appropriates funds for the Hawaii Housing Finance and Development Corporation to allocate to housing counseling agencies certified by the United States Department of Housing and Urban Development to provide housing counseling services. Requires a report to the Legislature regarding services provided by the housing counseling agencies.  | H 1/27/2025: Referred to HSG, FIN, referral sheet 4  | NAKAMURA  | HSG, FIN      | <a href="#">SB1592</a> |
| <a href="#">HB1432</a> | Housing; Affordable Homeownership Revolving Fund; Nonprofit CDFIs   |      | RELATING TO HOUSING.            | Adds loan funds administered by Nonprofit Community Development Financial Institutions (CDFIs) for certain for-sale affordable housing projects to list of loan priorities for the Affordable Homeownership Revolving Fund. Expands use of moneys in the revolving fund to allow financing as matching funds for CDFIs to mobilize other funding sources.   | H 1/27/2025: Referred to HSG, FIN, referral sheet 4  | NAKAMURA  | HSG, FIN      | <a href="#">SB572</a>  |
| <a href="#">HB1447</a> | Condominium Associations; Managing Agents; Employees; Licensure   |      | RELATING TO CONDOMINIUMS.       | Requires individual managing agents and employees of entity managing agents to be licensed and imposes certain duties on these individuals.   | H 1/27/2025: Referred to HSG, CPC, referral sheet 4  | IWAMOTO, AMATO, BELATTI   | HSG, CPC      | <a href="#">SB1623</a> |
| <a href="#">HB1451</a> | HCDA; Affordable Housing Development; Task Force; State Lands; Expenditure Ceiling; Appropriation   | (\$) | RELATING TO AFFORDABLE HOUSING. | Establishes the Affordable Housing Land Inventory Task Force within the Hawaii Community Development Authority to update the Affordable Rental Housing Report and Ten-Year Plan maps, tier tables, and inventories of state lands suitable and available for affordable housing development. Requires a report to the Legislature. Appropriates moneys.   | H 1/29/2025: The committee on HSG recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 6 Ayes: Representative(s) Evslin, Miyake, Grandinetti, Kila, Kitagawa, La Chica; Ayes with reservations: none; 2 Noes: Representative(s) Muraoka, Pierick; and 1 Excused: Representative(s) Cochran. | TAM, AMATO, BELATTI, KAHALOA, KAPELA, KEOHOKAPU-LEE LOY, KILA, LOWEN, MARTEN, MATAYOSHI, PERRUSO, SOUZA, TARNAS, TEMPLO, TODD | HSG, WAL, FIN | <a href="#">SB26</a>   |
| <a href="#">HB1467</a> | DBEDT; Strengthen Hawaii Homes Act; Housing; Disaster Resiliency; Grants; Special Fund; Appropriation   | (\$) | RELATING TO HOUSING RESILIENCY. | Establishes the strengthen Hawaii homes program within the Department of Business, Economic Development, and Tourism to administer grants to retrofit residential properties located in historically vulnerable areas to enhance resilience against disaster impacts and reduce potential insurance liabilities. Establishes the strengthen Hawaii homes program special fund. Appropriates moneys from the special fund.   | H 1/31/2025: Bill scheduled to be heard by HSG on Wednesday, 02-05-25 9:00AM in House conference room 430 VIA VIDEOCONFERENCE.   | AMATO, BELATTI, GRANDINETTI, IWAMOTO, PERRUSO   | HSG, CPC, FIN | <a href="#">SB1560</a> |

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|                        |  |      |   |  |  |   |                   |                        |
|------------------------|--|------|---|--|--|---|-------------------|------------------------|
| <a href="#">HB1470</a> | HHFDC; Small Housing Provider Grant Program; Multi-Family Buildings; Appropriation   | (\$) | RELATING TO HOUSING.                      | Establishes the Small Housing Provider Grant Program under Hawaii Housing Finance and Development Corporation to provide grants to eligible property owners of multi-family buildings for renovations, repairs, and addressing hazardous and unsafe living conditions. Appropriates funds.   | H 1/27/2025: Referred to HSG, FIN, referral sheet 4  | GRANDINETTI, COCHRAN, IWAMOTO, KAHALOA, MARTEN, PERRUSO, POEPOE, TODD | HSG, FIN          |                        |
| <a href="#">HB1473</a> | Affordable Housing; Notice; Eligible Parties; Matched Agreement of Sale; Conveyance Tax  |      | RELATING TO HOUSING.                      | Requires certain landlords to provide a specified notice to a tenant regarding the tenant's potential right to purchase the property, under certain conditions. Allows tenants, families, local governments, affordable housing nonprofits, and community land trusts forty-five days to match or beat the best bona fide offer to buy an eligible affordable housing property. Establishes conveyance tax rates for the sale of eligible affordable housing properties. | H 1/27/2025: Referred to HSG/WAL, CPC, FIN, referral sheet 4   | GRANDINETTI, BELATTI, COCHRAN, IWAMOTO, MARTEN, MURAOKA, PERRUSO      | HSG/WAL, CPC, FIN |                        |
| <a href="#">HB1480</a> | Housing; Exemptions; Transit-Oriented Zones; Development   |      | RELATING TO HOUSING.                      | Requires housing projects developed pursuant to section 201H-38, HRS, to be located within county-designated transit-oriented zones.   | H 1/27/2025: Referred to HSG, WAL, JHA, referral sheet 4   | TAKENOUCHI  | HSG, WAL, JHA     | <a href="#">SB806</a>  |
| <a href="#">HB1484</a> | DOT; HCDA; Transit Oriented Community Improvement Partnership; Community Improvement Revolving Fund; Exemptions; Reports; Appropriations | (\$) | RELATING TO TRANSIT ORIENTED DEVELOPMENT. | Establishes the Transit Oriented Community Improvement Partnership within the Department of Transportation. Establishes the Community Improvement Revolving Fund. Authorizes the Hawaii Community Development Authority to assist the mission of the Partnership. Designates exemptions. Requires annual reports to the Legislature. Appropriates funds.   | H 1/30/2025: The committee on TRN recommend that the measure be PASSED, WITH AMENDMENTS. The votes were as follows: 7 Ayes: Representative(s) Kila, Grandinetti, Evslin, Kitagawa, Miyake, Pierick; Ayes with reservations: Representative(s) Muraoka; Noes: none; and 2 Excused: Representative(s) Cochran, La Chica. | EVSLIN, MIYAKE  | HSG/TRN, WAL, FIN | <a href="#">SB1669</a> |
| <a href="#">HB1492</a> | Affordable Homes; Affordable Market; DBEDT; Appropriation  | (\$) | RELATING TO AFFORDABLE HOUSING.           | Requires the Department of Business, Economic Development, and Tourism, to establish a comprehensive action plan to establish a local housing market in Hawaii. Appropriates moneys.   | H 1/27/2025: Referred to HSG, FIN, referral sheet 4  | PERRUSO   | HSG, FIN          | <a href="#">SB1632</a> |

*Executive Director's Report  
Hawaii Public Housing Authority  
January 2025*

**I. Planning and Evaluation**

A. 2025 Legislative Session Activities

Opening Day of the 33<sup>rd</sup> Hawaii State Legislature, Regular Session of 2025 convened on January 15, 2025. HPHA budget briefings were held on January 16, 2025, with the House Finance Committee, and February 6, 2025, with the Senate Ways and Means Committee.

B. Hawaii Interagency Council for Transit-Oriented Development

On January 17, 2025, the HPHA attended the Hawaii Interagency Council for Transit-Oriented Development (TOD Council) meeting. At the meeting, the Stadium Authority provided an update on the New Aloha Stadium Entertainment District (NASSED) Project. Additionally, the Oahu Metropolitan Planning Organization (OMPO) presented the strategies and development of an integrated, intermodal, surface transportation system in their 2050 Update of the Oahu Regional Transportation Plan.

C. Kaahumanu Homes 201H Public Meeting

On January 17, 2025, the HPHA attended the City and County of Honolulu (City) Department of Planning and Permitting (DPP) public meeting to listen to the community and their thoughts on the Kaahumanu Homes redevelopment project. Approximately eight members of the public attended the public meeting, and the majority stated that they are initially opposed to the project because of the proposed height and density of the project.

**II. Fiscal Management**

A. Variance Report for December 2024

1. Revenue for December 2024

- CFP Grant Income: \$13,210 higher than budget due to drawdowns from HUD's Capital Fund Program (CFP) for non-capitalized expenses, reported as operating income. Non-capitalized amounts were not initially budgeted, as these amounts are difficult to predict.

- State CIP Fund: \$13,315 higher than budget due to expenditures below the \$100,000 capitalization threshold, reported as operating income. Non-capitalized expenditures were not initially budgeted due to the amount and unpredictable nature.
- Grant Income: \$596,580 higher than budget due to the timing of when funds are received vs. budgeted.
- Other Income: \$264,477 below budget. This variance is primarily due to lower-than-expected front-line service fees generated by the Multi-Skilled Workers Pilot Program and other COCC branches. Revenue from these services fell short of projections.

## 2. Expenses for December 2024

- Tenant Services: \$9,119 below budget, driven by:
  - Relocation Expenses: \$821 below budget.
  - Tenant Participation: \$6,134 in budgeted funds for tenant engagement were unspent.
  - Other Services: Remaining tenant services were \$2,164 below budget.
- Maintenance: \$327,238 below budget. Lower maintenance costs resulted from:
  - Maintenance Payroll Savings: HPHA maintenance payroll expenses were \$195,660 lower than anticipated, offset by \$82,188 higher payroll at a private management company.
  - Furniture, Appliance, Equipment, and Supplies: \$163,958 below budget.
  - Contract services for housing project maintenance and repairs were below the budget by \$113,513.
  - Lower than expected front-line service expenses of \$157,942.
  - Offset by vacant unit repair expenses of \$221,647.
- Protective Services: \$38,357 below budget due to lower expenses in outsourced security services and unspent equipment purchases.
- Insurance Expense: \$83,495 above budget due to higher general liability premiums (including auto liability) from the private management company; also, December expense includes October through December.
- Bad Debt Expense: \$261,599 higher than budget due to month-end reconciliations and adjustments made to tenant accounts and adjustments to allowance for doubtful accounts to address uncollected rent and fees.



- General Expenses: \$7,632,681 above budget, driven by:
  - Loss on Disposal of \$7,455,126 due to write-offs for David Malo and Piilani (AMP 44), not fully written off yet.
  - Undistributed P-card purchase balance increased by \$150,230. P-card purchases are interim charges recorded until they are allocated to specific projects or programs.
  - Port-Out Voucher Fees: \$8,024 for administrative fees associated with Section 8 tenants relocating to other public housing agencies.
  - Miscellaneous General Expenses: \$19,301 above budget.

### 3. Year-to-Date Revenue

- CFP Grant Income: \$120,493 above budget, due to HUD CFP expenditures not meeting capitalization thresholds and therefore recorded as operating income.
- State CIP Fund: \$44,607 above budget due to CIP expenditures recorded as income for non-capitalized expenses.
- Other Income: \$1,737,321 below budget, primarily from the Multi-Skilled Workers Pilot Program and COCC branches underperforming against revenue targets.

### 4. Year-to-Date Expenses

- Administrative: \$2,126,648 below budget. Key savings were driven by lower payroll, front-line service fees, travel, and office supplies expenses. There were slight increases in audit fees, legal services, and management agent fees.
- Tenant Services: \$91,574 below budget due to unspent funds in relocation and tenant participation.
- Protective Services: \$290,173 below budget, attributed to lower expenses in outsourced security services and unspent equipment purchases.
- Insurance Expense: \$83,763 above budget, mainly due to higher general liability premiums (including auto liability) from the private management company, also October thru December recorded in December.
- Bad Debt Expense: \$864,570 above budget, resulting from ongoing reconciliations and adjustments to tenant accounts.

- General Expenses: \$8,468,782 above budget, impacted by:
  - Loss on Disposal of \$7,455,126 due to write offs for David Malo and Piilani (AMP 44), not fully written off yet.
  - Undistributed P-card purchase balance: \$454,471.
  - Port-Out Voucher Fees: \$40,370 for administrative fees related to Section 8 tenant relocation.
  - HAP Back Payments: \$493,835 for previous year obligations not covered by current-year HAP funding.
  - Other General Expenses: \$24,980 higher than budget across various categories.

This variance analysis between budget and actual shows the HPHA's adherence to budgeted expectations, with some adjustments due to unexpected expenses and timing differences in revenue, emphasizing careful management of resources in alignment with HUD and state requirements.

Hawaii Public Housing Authority  
Summary of Capital Projects  
Report As Of 12/31/24

**FEDERAL BUDGET/OBLIGATION: Capital Fund Program (CFP) (Operations, Admin, Mgt Improv)**

|                          | Total CFP<br>Appropriation | Budget<br>Construction<br>Activities<br>(BLI 1480) | Budget<br>Operations<br>(BLI 1406) | Budget<br>Management<br>Improvements<br>(BLI 1408) | Budget<br>Administration<br>(BLI 1410) | Moving to Work<br>Demo<br>(BLI 1492) | Budget<br>Contingency<br>(BLI 1502) | CFP Obligated     | % Obligated   | Unobligated<br>Balance | Obligation<br>Deadline | Notes                                   |
|--------------------------|----------------------------|--|------------------------------------|--|--|--------------------------------------|-------------------------------------|-------------------|---------------|------------------------|------------------------|---|
| CFP 728                  | \$13,501,112               | 9,250,778  | 2,700,222                          | 200,000  | 1,350,111                              | -                                    | -                                   | 13,501,112        | 100.00%       | -                      | 5/28/22                | LOCCS created 05-22-18                  |
| CFP 729                  | \$13,394,883               | 9,364,453  | 2,678,977                          | -  | 1,339,488                              | -                                    | 10,965                              | 13,382,918        | 99.91%        | 11,965                 | 4/15/23                | LOCCS created 04-11-19                  |
| CFP 730                  | \$13,799,958               | 9,098,987  | 2,759,992                          | -  | 1,379,996                              | -                                    | 560,984                             | 12,614,033        | 91.41%        | 1,185,925              | 3/25/24                | LOCCS created 04-06-20                  |
| CFP 731                  | \$13,862,820               | 3,060,467  | 3,478,009                          | -  | 1,391,204                              | -                                    | 3,331,217                           | 10,299,500        | 74.30%        | 3,563,320              | 2/22/24                | LOCCS created 02-23-21                  |
| CFP 732                  | \$14,983,151               | 600,000  | -                                  | -  | 1,503,716                              | 3,759,291                            | 264,047                             | -                 | 0.00%         | 14,983,151             | 5/11/25                | LOCCS created 05-12-22                  |
| CFP 733                  | \$14,844,329               | 7,733,474  | -                                  | -  | 1,489,105                              | 4,477,189                            | 1,191,284                           | -                 | 0.00%         | 14,844,329             | 2/16/25                | LOCCS created 02-17-23                  |
| CFP 734                  | \$15,384,579               | 9,056,444  | -                                  | -  | 1,484,433                              | 3,846,145                            | 997,558                             | -                 | 0.00%         | 15,384,579             | 5/5/26                 | LOCCS created 05-06-24                  |
| <b>CFP Budget Totals</b> | <b>\$84,386,253</b>        | <b>39,108,160</b>                                  | <b>11,617,200</b>                  | <b>200,000</b>                                     | <b>8,453,621</b>                       | <b>8,236,480</b>                     | <b>5,358,497</b>                    | <b>49,797,563</b> | <b>59.01%</b> | <b>34,588,690</b>      |                        | <b>TOTALS FOR ALL ACTIVE CFP GRANTS</b> |

**FEDERAL EXPENDITURE: Capital Fund Program (CFP) (Operations, Admin, Mgt Improv)**

|                               | Total CFP<br>Appropriation | Expended<br>Construction<br>Activities<br>(BLI 1480) | Expended<br>Operations<br>(BLI 1406) | Expended<br>Management<br>Improvements<br>(BLI 1408) | Expended<br>Administration<br>(BLI 1410) | Moving to Work<br>Demo<br>(BLI 1492) | Expended<br>Contingency<br>(BLI 1502) | Expended to<br>Date Total<br>Funds | % Expended    | Unexpended<br>Balance | Expenditure<br>Deadline | Notes                                   |
|-------------------------------|----------------------------|--|--------------------------------------|--|--|--------------------------------------|---------------------------------------|------------------------------------|---------------|-----------------------|-------------------------|---|
| CFP 728                       | \$13,501,112               | 9,250,778  | 2,700,223                            | 200,000  | 1,350,111                                | -                                    | -                                     | 13,501,112                         | 100.00%       | -                     | 5/8/24                  | LOCCS created 05-22-18                  |
| CFP 729                       | \$13,394,883               | 6,412,314  | 2,665,614                            | -  | 1,332,807                                | -                                    | -                                     | 10,410,735                         | 77.72%        | 2,984,148             | 4/15/25                 | LOCCS created 04-11-19                  |
| CFP 730                       | \$13,799,958               | 2,045,995  | 2,744,698                            | -  | 1,372,349                                | -                                    | -                                     | 6,163,042                          | 44.66%        | 7,636,916             | 3/25/26                 | LOCCS created 04-06-20                  |
| CFP 731                       | \$13,862,820               | 1,685,968  | 2,772,564                            | -  | 1,386,282                                | -                                    | -                                     | 6,282,943                          | 45.32%        | 7,579,877             | 2/22/26                 | LOCCS created 02-23-21                  |
| CFP 732                       | \$14,983,151               | -  | -                                    | -  | -  | 3,759,291                            | -                                     | -                                  | 0.00%         | 14,983,151            | 5/11/26                 | LOCCS created 05-12-22                  |
| CFP 733                       | \$14,844,329               | -  | -                                    | -  | -  | -                                    | -                                     | -                                  | 0.00%         | 14,844,329            | 2/16/27                 | LOCCS created 02-17-23                  |
| CFP 734                       | \$15,384,579               | -  | -                                    | -  | -  | -                                    | -                                     | -                                  | 0.00%         | 15,384,579            | 5/5/28                  | LOCCS created 05-06-24                  |
| <b>CFP Expenditure Totals</b> | <b>\$84,386,253</b>        | <b>19,395,056</b>                                    | <b>10,883,098</b>                    | <b>200,000</b>                                       | <b>5,441,549</b>                         | <b>3,759,291</b>                     | <b>-</b>                              | <b>36,357,832</b>                  | <b>43.09%</b> | <b>48,028,421</b>     |                         | <b>TOTALS FOR ALL ACTIVE CFP GRANTS</b> |

**STATE: Capital Improvement Program (CIP)**

|  | State<br>Appropriation | HPHA<br>Budget        | HPHA<br>Encumbered    | HPHA<br>Expended      | HPHA<br>%<br>Expended/Budget | MOF | HPHA<br>Balance<br>Expended/Budget | CIP<br>Contract<br>Encumbrance<br>Deadline | Notes | ACT/SLH                                      |
|--|------------------------|-----------------------|-----------------------|-----------------------|------------------------------|-----|------------------------------------|--|-------|--|
| FY 24-25 Lump Sum CIP                    | 5,000,000              | 5,000,000             | -                     | -                     | 0.00%                        | C   | 5,000,000.00                       | 6/30/26                                    |       | ACT 164/2023 as amended by ACT 230/2024      |
| FY 24-25 Lump Sum CIP (Cash)             | 5,000,000              | 5,000,000             | -                     | -                     | 0.00%                        | A   | 5,000,000.00                       | 6/30/26                                    |       | ACT 164/2023 as amended by ACT 230/2024      |
| FY 24-25 Kalihi Valley Homes (Cash)      | 800,000                | 800,000               | -                     | -                     | 0.00%                        | A   | 800,000.00                         | 6/30/26                                    |       | ACT 164/2023 as amended by ACT 230/2024      |
| FY 24-25 Affordable Housing, Downtown    | 5,000,000              | 5,000,000             | -                     | -                     | 0.00%                        | C   | 5,000,000.00                       | 6/30/26                                    |       | ACT 164/2023 as amended by ACT 230/2024      |
| FY 24-25 HPHA Lump Sum, Site and         | 10,000,000             | 10,000,000            | -                     | -                     | 0.00%                        | C   | 10,000,000.00                      | 6/30/26                                    |       | ACT 164/2023 as amended by ACT 230/2024      |
| FY 24-25 Non-Development Rehabilitation, | 10,500,000             | 10,500,000            | -                     | -                     | 0.00%                        | A   | 10,500,000.00                      | 6/30/25                                    |       | ACT 164/2023 as amended by ACT 230/2024      |
| <b>STATE CIP TOTALS</b>                  | <b>362,747,000</b>     | <b>352,388,290.56</b> | <b>331,154,204.93</b> | <b>289,340,473.27</b> | <b>82.11%</b>                |     | <b>63,047,817.29</b>               |  |       | <b>TOTAL ACTIVE STATE CIP APPROPRIATIONS</b> |

|                                |                                 |
|--------------------------------|---------------------------------|
| <b>K<br/>E<br/>Y</b>           | 1406 - Operations               |
|                                | 1408 - Management Improvements  |
|                                | 1410 - Administration           |
|                                | 1480 - General Capital Activity |
|                                | 1492 - Moving to Work Demo      |
|                                | 1501 - Collateral Exp/Debt Srv  |
|                                | 1502 - Contingency              |
| 1503 - RAD-CFP                 |                                 |
| 1504 - RAD Investment Activity |                                 |

**Federal Capital Fund Program Budget**  
These are HPHA CFP budget numbers a/o the upper left corner date. The rows reflect the CFP fund grant, the columns represent the manner in which the funds are currently budgeted. The obligation deadline indicates the date by which these funds must be at least 92% obligated.

**Federal Capital Fund Program Actual**  
These are HPHA CFP actual expenditures a/o the upper left corner date. The rows reflect the CFP fund grant, the columns represent the manner in which these funds are currently being expended. The expenditure deadline indicates the date by which these funds must be expended.

**State Capital Improvement Program Budget and Expenditure**  
These are HPHA CIP budget and actual expenditures a/o the upper left corner date. The rows reflect the CIP fund appropriation, the columns represent budget, encumbrance and expenditures. The encumbrance deadline indicates the date by which the funds must be encumbered.

**HAWAII PUBLIC HOUSING AUTHORITY**  
**Agency Total**  
**Actual vs Budget Comparison**  
**For the Month of December 2024, and the 6 Months ended December 31, 2024**  
(Amounts in Full Dollars)

| <u>Month of December 2024</u> |                    |                    |                  | <u>Year To Date ended December 31, 2024</u> |                        |                     |                    |             |                    |                     |                  |  |
|-------------------------------|--------------------|--------------------|------------------|---|------------------------|---------------------|--------------------|-------------|--------------------|---------------------|------------------|--|
| Actual                        | Budget             | Variance           |                  |   | Actual                 | Budget              | Variance           |             | Prior Year         | Variance            |                  |  |
|                               |                    | Amount             | %                |   |                        |                     | Amount             | %           |                    | Amount              | %                |  |
| <b>REVENUES</b>               |                    |                    |                  |   |                        |                     |                    |             |                    |                     |                  |  |
| 2,341,744                     | 2,307,640          | 34,104             | 1%               | Dwelling Rental Income                      | 14,270,312             | 13,838,899          | 431,413            | 3%          | 13,889,079         | 381,233             | 3%               |  |
| 12,337,084                    | 12,509,756         | (172,671)          | -1%              | HUD Operating Grants                        | 79,070,630             | 75,058,534          | 4,012,095          | 5%          | 72,862,340         | 6,208,289           | 9%               |  |
| 13,210                        | -                  | 13,210             | 100%             | CFP Grant Income                            | 120,493                | -                   | 120,493            | 100%        | 31,822             | 88,671              | >100%            |  |
| 495,100                       | 530,942            | (35,842)           | -7%              | COCC Fee Income                             | 3,033,015              | 3,184,780           | (151,765)          | -5%         | 3,148,506          | (115,490)           | -4%              |  |
| 13,315                        | -                  | 13,315             | 100%             | State CIP Fund                              | 44,607                 | -                   | 44,607             | 100%        | 177,352            | (132,744)           | -75%             |  |
| 596,580                       | -                  | 596,580            | 100%             | Grant Income                                | 3,800,700              | 4,157,886           | (357,186)          | -9%         | 8,321,508          | (4,520,808)         | -54%             |  |
| 375,126                       | 639,603            | (264,477)          | -41%             | Other Income                                | 2,035,699              | 3,773,020           | (1,737,321)        | -46%        | 2,103,987          | (68,288)            | -3%              |  |
| <b>\$ 16,172,161</b>          | <b>15,987,940</b>  | <b>184,220</b>     | <b>1%</b>        | <b>Total Revenues</b>                       | <b>\$ 102,375,458</b>  | <b>100,013,120</b>  | <b>2,362,337</b>   | <b>2%</b>   | <b>100,534,595</b> | <b>1,840,863</b>    | <b>2%</b>        |  |
| <b>EXPENSES</b>               |                    |                    |                  |   |                        |                     |                    |             |                    |                     |                  |  |
| 2,377,546                     | 2,541,670          | (164,124)          | -6%              | Administrative                              | 12,907,246             | 15,033,894          | (2,126,648)        | -14%        | 11,394,035         | 1,513,211           | 13%              |  |
| -                             | -                  | -                  | 0%               | Asset Management Fees                       | -                      | -                   | -                  | 0%          | -                  | -                   | 0%               |  |
| 429,190                       | 461,098            | (31,908)           | -7%              | Management Fees                             | 2,634,659              | 2,765,793           | (131,134)          | -5%         | 2,740,603          | (105,944)           | -4%              |  |
| 65,910                        | 69,851             | (3,941)            | -6%              | Bookkeeping Fees                            | 398,357                | 419,030             | (20,673)           | -5%         | 407,903            | (9,546)             | -2%              |  |
| 9,415,982                     | 9,310,688          | 105,294            | 1%               | Housing Assistance Payments                 | 57,103,445             | 55,864,127          | 1,239,317          | 2%          | 54,401,082         | 2,702,362           | 5%               |  |
| 13,357                        | 22,476             | (9,119)            | -41%             | Tenant Services                             | 60,771                 | 152,344             | (91,574)           | -60%        | 314,607            | (253,837)           | -81%             |  |
| 1,172,672                     | 1,283,326          | (110,655)          | -9%              | Utilities                                   | 7,274,350              | 7,699,958           | (425,607)          | -6%         | 7,214,498          | 59,852              | 1%               |  |
| 2,392,375                     | 2,719,613          | (327,238)          | -12%             | Maintenance                                 | 15,486,082             | 16,547,061          | (1,060,979)        | -6%         | 15,196,638         | 289,444             | 2%               |  |
| 338,080                       | 376,436            | (38,357)           | -10%             | Protective Services                         | 1,978,445              | 2,268,619           | (290,173)          | -13%        | 1,928,968          | 49,477              | 3%               |  |
| 181,621                       | 98,126             | 83,495             | 85%              | Insurance                                   | 672,516                | 588,753             | 83,763             | 14%         | 589,796            | 82,720              | 14%              |  |
| 2,931,484                     | 2,931,484          | -                  | 0%               | Depreciation Expense                        | 12,647,723             | 12,647,723          | -                  | 0%          | 11,528,171         | 1,119,552           | 10%              |  |
| 350,197                       | 88,598             | 261,599            | >100%            | Bad Debt Expense                            | 1,396,158              | 531,588             | 864,570            | >100%       | 1,525,098          | (128,940)           | -8%              |  |
| 7,645,051                     | 12,370             | 7,632,681          | >100%            | General Expenses                            | 8,543,004              | 74,222              | 8,468,782          | >100%       | 317,563            | 8,225,442           | >100%            |  |
| <b>27,313,465</b>             | <b>19,915,736</b>  | <b>7,397,729</b>   | <b>37%</b>       | <b>Total Expenses</b>                       | <b>121,102,755</b>     | <b>114,593,112</b>  | <b>6,509,643</b>   | <b>-6%</b>  | <b>107,558,962</b> | <b>13,543,793</b>   | <b>13%</b>       |  |
| <b>\$(11,141,304)</b>         | <b>(3,927,796)</b> | <b>(7,213,508)</b> | <b>&lt;-100%</b> | <b>Net Income(Loss)</b>                     | <b>\$ (18,727,297)</b> | <b>(14,579,992)</b> | <b>(4,147,306)</b> | <b>-28%</b> | <b>(7,024,367)</b> | <b>(11,702,930)</b> | <b>&lt;-100%</b> |  |
| <b>CASH BASIS</b>             |                    |                    |                  |   |                        |                     |                    |             |                    |                     |                  |  |
| <b>(11,141,304)</b>           | <b>(3,927,796)</b> | <b>(7,213,508)</b> | <b>&lt;-100%</b> | Net Income(loss) per Above                  | <b>(18,727,297)</b>    | <b>(14,579,992)</b> | <b>(4,147,306)</b> | <b>-28%</b> | <b>(7,024,367)</b> | <b>(11,702,930)</b> | <b>&lt;-100%</b> |  |
|                               |                    |                    |                  | Add back non cash items:                    |                        |                     |                    |             |                    |                     |                  |  |
| 2,931,484                     | -                  | 2,931,484          | n/a              | Depreciation Expense                        | 12,647,723             | -                   | 12,647,723         | n/a         | 11,528,171         | 1,119,552           | 10%              |  |
| 350,197                       | 88,598             | 261,599            | >100%            | Bad Debt Expense                            | 1,396,158              | 531,588             | 864,570            | >100%       | 1,525,098          | (128,940)           | -8%              |  |
| <b>\$ (7,859,623)</b>         | <b>(3,839,198)</b> | <b>(4,020,425)</b> | <b>&lt;-100%</b> | <b>TOTAL CASH BASIS</b>                     | <b>\$ (4,683,417)</b>  | <b>(14,048,404)</b> | <b>9,364,987</b>   | <b>67%</b>  | <b>6,028,902</b>   | <b>(10,712,318)</b> | <b>&lt;-100%</b> |  |

**HAWAII PUBLIC HOUSING AUTHORITY**  
**Consolidated Balance Sheet**

**Agency Total**  
**As of December 31, 2024 and November 30, 2024**

|   | <u>As of December 31,<br/>2024</u> | <u>As of November 30,<br/>2024</u> | <u>Increase<br/>(Decrease)</u> |
|---|------------------------------------|------------------------------------|--------------------------------|
| <b>ASSETS:</b>  |                                    |                                    |                                |
| Cash  | 205,831,143                        | 208,787,095                        | (2,955,952)                    |
| Receivables:  |                                    |                                    |                                |
| Tenant Receivables  | 10,149,464                         | 10,287,568                         | (138,105)                      |
| Other   | 1,322,426                          | 1,260,380                          | 62,046                         |
| Less Allowance for Doubtful Accounts                                      | (9,116,222)                        | (8,769,137)                        | (347,085)                      |
| Accounts receivable (net of allowance)                                    | 2,355,668                          | 2,778,811                          | (423,144)                      |
| Accrued Interest  | 341,913                            | 405,600                            | (63,687)                       |
| Prepaid Expenses  | 586,123                            | 671,587                            | (85,464)                       |
| Inventories   | 753,884                            | 753,504                            | 381                            |
| <b>Total Current Assets</b>   | <b><u>209,868,731</u></b>          | <b><u>213,396,597</u></b>          | <b><u>(3,527,867)</u></b>      |
| Property, Plant & Equipment:  |                                    |                                    |                                |
| Land  | 25,518,054                         | 25,518,054                         | -                              |
| Buildings   | 822,989,984                        | 809,922,726                        | 13,067,257                     |
| Furniture & Equipment   | 8,849,218                          | 8,833,007                          | 16,211                         |
| Motor vehicles  | 5,429,726                          | 5,429,726                          | -                              |
| Construction in Progress  | 45,789,155                         | 64,771,672                         | (18,982,517)                   |
| Less: Accumulated Depreciation  | (570,257,934)                      | (567,326,450)                      | (2,931,484)                    |
| Notes, Loans & Mortgage Receivable-Non Current                            | 9,814,772                          | 9,814,772                          | -                              |
| Other Long Term Assets  | -                                  | -                                  | -                              |
| Deferred Outflows of Resources  | 8,889,882                          | 8,889,882                          | -                              |
| <b>Total Assets &amp; Deferred Outflow of Resources</b>                   | <b><u>\$ 566,891,587</u></b>       | <b><u>\$ 579,249,987</u></b>       | <b><u>(12,358,400)</u></b>     |
| <b>LIABILITIES AND NET POSITION</b>                                       |                                    |                                    |                                |
| Accounts Payable  | 5,257,760                          | 6,276,608                          | (1,018,847)                    |
| Accrued Salaries & Wages  | 4,155,714                          | 4,155,714                          | -                              |
| Tenant Security Deposits  | 1,630,060                          | 1,635,441                          | (5,380)                        |
| Other Liabilities & Deferred Income                                       | 9,584,580                          | 10,217,660                         | (633,080)                      |
| <b>Total Current Liabilities</b>  | <b><u>20,628,116</u></b>           | <b><u>22,285,423</u></b>           | <b><u>(1,657,307)</u></b>      |
| Net Pension Liability   | 40,659,919                         | 40,659,919                         | -                              |
| Net OPEB Liability  | 33,182,220                         | 33,182,220                         | -                              |
| Other Long Term Liabilities   | 2,125,332                          | 2,127,207                          | (1,875)                        |
| Deferred Inflows of Resources   | 6,698,590                          | 6,698,590                          | -                              |
| <b>Net Assets</b>   |                                    |                                    |                                |
| Investment in capital assets  | 338,318,202                        | 347,148,734                        | (8,830,533)                    |
| Restricted Net Assets   | 247,664                            | 247,664                            | -                              |
| Unrestricted Net Assets   | 143,758,842                        | 134,486,222                        | 9,272,619                      |
| Net Income Year to Date   | (18,727,297)                       | (7,585,993)                        | (11,141,304)                   |
| <b>Total Net Assets</b>   | <b><u>463,597,410</u></b>          | <b><u>474,296,627</u></b>          | <b><u>(10,699,218)</u></b>     |
| <b>Total Liabilities, Deferred Inflow of Resources &amp; Net Position</b> | <b><u>\$ 566,891,587</u></b>       | <b><u>579,249,987</u></b>          | <b><u>(12,358,400)</u></b>     |

HAWAII PUBLIC HOUSING AUTHORITY  
Federal Low Rent Program

Actual vs Budget Comparison

For the Month of December 2024, and the 6 Months ended December 31, 2024

(Amounts in Full Dollars)

| Month of December 2024 |                  |                     |                  | Year To Date ended December 31, 2024 |                     |                   |                     |                  |                    |                     |                  |
|------------------------|------------------|---------------------|------------------|--------------------------------------|---------------------|-------------------|---------------------|------------------|--------------------|---------------------|------------------|
| Actual                 | Budget           | Variance            |                  | Actual                               | Budget              | Variance          |                     | Prior Year       | Variance           |                     |                  |
|                        |                  | Amount              | %                |                                      |                     | Amount            | %                   |                  | Amount             | %                   |                  |
| <b>REVENUES</b>        |                  |                     |                  |                                      |                     |                   |                     |                  |                    |                     |                  |
| 1,974,444              | 1,943,701        | 30,743              | 2%               | Dwelling Rental Income               | 11,888,218          | 11,658,188        | 230,030             | 2%               | 11,664,703         | 223,515             | 2%               |
| 2,685,167              | 2,717,625        | (32,458)            | -1%              | HUD Operating Grants                 | 18,939,510          | 16,305,750        | 2,633,760           | 16%              | 16,021,029         | 2,918,482           | 18%              |
| 13,210                 | -                | 13,210              | 100%             | CFP Grant Income                     | 120,493             | -                 | 120,493             | 100%             | 31,822             | 88,671              | >100%            |
| -                      | -                | -                   | 0%               | COCC Fee Income                      | -                   | -                 | -                   | 0%               | -                  | -                   | 0%               |
| 13,315                 | -                | 13,315              | 100%             | State CIP Fund                       | 44,607              | -                 | 44,607              | 100%             | 155,433            | (110,826)           | -71%             |
| (3,005,362)            | -                | (3,005,362)         | -100%            | Grant Income                         | 307,407             | 1,645,814         | (1,338,407)         | -81%             | 4,001,286          | (3,693,879)         | -92%             |
| 85,212                 | 57,448           | 27,764              | 48%              | Other Income                         | 294,634             | 334,186           | (39,552)            | -12%             | 422,049            | (127,415)           | -30%             |
| <b>\$ 1,765,986</b>    | <b>4,718,774</b> | <b>(2,952,788)</b>  | <b>-63%</b>      | <b>Total Revenues</b>                | <b>31,594,869</b>   | <b>29,943,938</b> | <b>1,650,931</b>    | <b>6%</b>        | <b>32,296,323</b>  | <b>(701,453)</b>    | <b>-2%</b>       |
| <b>EXPENSES</b>        |                  |                     |                  |                                      |                     |                   |                     |                  |                    |                     |                  |
| 867,629                | 938,407          | (70,778)            | -8%              | Administrative                       | 5,023,215           | 5,564,340         | (541,125)           | -10%             | 4,497,318          | 525,898             | 12%              |
| -                      | -                | -                   | 0%               | Asset Management Fees                | -                   | -                 | -                   | 0%               | -                  | -                   | 0%               |
| 304,781                | 322,134          | (17,353)            | -5%              | Management Fees                      | 1,837,596           | 1,932,804         | (95,208)            | -5%              | 1,864,567          | (26,971)            | -1%              |
| 32,978                 | 34,625           | (1,647)             | -5%              | Bookkeeping Fees                     | 198,708             | 207,750           | (9,042)             | -4%              | 200,633            | (1,925)             | -1%              |
| 352                    | 477              | (125)               | -26%             | Housing Assistance Payments          | 1,507               | 2,862             | (1,355)             | -47%             | 4,182              | (2,675)             | -64%             |
| 9,658                  | 19,655           | (9,997)             | -51%             | Tenant Services                      | 45,575              | 134,920           | (89,345)            | -66%             | 246,251            | (200,676)           | -81%             |
| 976,240                | 1,044,506        | (68,266)            | -7%              | Utilities                            | 5,998,356           | 6,267,036         | (268,680)           | -4%              | 5,895,129          | 103,227             | 2%               |
| 1,938,990              | 2,176,745        | (237,755)           | -11%             | Maintenance                          | 12,663,389          | 13,348,935        | (685,546)           | -5%              | 12,303,426         | 359,963             | 3%               |
| 322,925                | 359,487          | (36,562)            | -10%             | Protective Services                  | 1,886,922           | 2,166,922         | (280,000)           | -13%             | 1,842,329          | 44,593              | 2%               |
| 162,268                | 78,760           | 83,508              | >100%            | Insurance                            | 556,102             | 472,560           | 83,542              | 18%              | 472,757            | 83,346              | 18%              |
| 2,592,579              | -                | 2,592,579           | 100%             | Depreciation Expense                 | 10,609,225          | -                 | 10,609,225          | 100%             | 9,470,937          | 1,138,288           | 12%              |
| 312,959                | 82,587           | 230,372             | >100%            | Bad Debt Expense                     | 1,301,309           | 495,522           | 805,787             | >100%            | 1,418,217          | (116,908)           | -8%              |
| 7,599,308              | 113              | 7,599,195           | >100%            | General Expenses                     | 7,918,333           | 678               | 7,917,655           | >100%            | 235,298            | 7,683,036           | >100%            |
| <b>15,120,668</b>      | <b>5,057,496</b> | <b>10,063,172</b>   | <b>&gt;100%</b>  | <b>Total Expenses</b>                | <b>48,040,237</b>   | <b>30,594,329</b> | <b>17,445,908</b>   | <b>-57%</b>      | <b>38,451,042</b>  | <b>9,589,195</b>    | <b>25%</b>       |
| <b>\$ (13,354,681)</b> | <b>(338,722)</b> | <b>(13,015,959)</b> | <b>&lt;-100%</b> | <b>Net Income(Loss)</b>              | <b>(16,445,368)</b> | <b>(650,391)</b>  | <b>(15,794,977)</b> | <b>&lt;-100%</b> | <b>(6,154,720)</b> | <b>(10,290,648)</b> | <b>&lt;-100%</b> |
| <b>CASH BASIS:</b>     |                  |                     |                  |                                      |                     |                   |                     |                  |                    |                     |                  |
| <b>(13,354,681)</b>    | <b>(338,722)</b> | <b>(13,015,959)</b> | <b>&lt;-100%</b> | Net Income(loss) per Above           | <b>(16,445,368)</b> | <b>(650,391)</b>  | <b>(15,794,977)</b> | <b>&lt;-100%</b> | <b>(6,154,720)</b> | <b>(10,290,648)</b> | <b>&lt;-100%</b> |
| 2,592,579              | -                | 2,592,579           | 100%             | Add back non cash items:             |                     |                   |                     |                  |                    |                     |                  |
| 312,959                | 82,587           | 230,372             | >100%            | Depreciation Expense                 | 10,609,225          | -                 | 10,609,225          | 100%             | 9,470,937          | 1,138,288           | 12%              |
|                        |                  |                     |                  | Bad Debt Expense                     | 1,301,309           | 495,522           | 805,787             | >100%            | 1,418,217          | (116,908)           | -8%              |
| <b>\$ (10,449,143)</b> | <b>(256,135)</b> | <b>(10,193,008)</b> | <b>&lt;-100%</b> |                                      | <b>(4,534,834)</b>  | <b>(154,869)</b>  | <b>(4,379,965)</b>  | <b>&lt;-100%</b> | <b>4,734,434</b>   | <b>(9,269,268)</b>  | <b>&lt;-100%</b> |

HAWAII PUBLIC HOUSING AUTHORITY  
Federal Low Rent Program

Actual vs Budget Comparison

For the Month of December 2024, and the 6 Months ended December 31, 2024

(Amounts in Full Dollars)

| Month of December 2024 |                  |                     |                  | ACCRUAL BASIS                 | Year To Date ended December 31, 2024 |                   |                     |                  |                    |                    |                  |
|------------------------|------------------|---------------------|------------------|-------------------------------|--------------------------------------|-------------------|---------------------|------------------|--------------------|--------------------|------------------|
| Actual                 | Budget           | Variance            |                  |                               | Actual                               | Budget            | Variance            |                  | Prior Year         | Variance           |                  |
|                        |                  | Amount              | %                |                               |                                      | Amount            | %                   |                  | Amount             | %                  |                  |
|                        |                  |                     |                  | <b>REVENUES</b>               |                                      |                   |                     |                  |                    |                    |                  |
| 494,228                | 356,819          | 137,409             | 39%              | Asset Management Project - 30 | 2,881,570                            | 2,442,630         | 438,940             | 18%              | 2,381,125          | 500,446            | 21%              |
| 623,017                | 452,244          | 170,773             | 38%              | Asset Management Project - 31 | 3,340,625                            | 2,874,912         | 465,713             | 16%              | 3,048,373          | 292,253            | 10%              |
| (2,980,479)            | 461,836          | (3,442,315)         | <-100%           | Asset Management Project - 32 | (165,019)                            | 2,833,458         | (2,998,477)         | <-100%           | 4,902,832          | (5,067,851)        | <-100%           |
| 441,167                | 343,753          | 97,414              | 28%              | Asset Management Project - 33 | 2,758,830                            | 2,259,696         | 499,134             | 22%              | 2,171,452          | 587,379            | 27%              |
| 564,120                | 529,743          | 34,377              | 6%               | Asset Management Project - 34 | 4,486,813                            | 3,405,574         | 1,081,239           | 32%              | 3,605,600          | 881,213            | 24%              |
| 522,738                | 532,407          | (9,669)             | -2%              | Asset Management Project - 35 | 3,842,101                            | 3,500,382         | 341,719             | 10%              | 3,328,228          | 513,873            | 15%              |
| 280,245                | 277,608          | 2,637               | 1%               | Asset Management Project - 37 | 1,875,752                            | 1,676,398         | 199,354             | 12%              | 1,682,101          | 193,651            | 12%              |
| 299,645                | 288,269          | 11,376              | 4%               | Asset Management Project - 38 | 2,210,318                            | 1,804,086         | 406,232             | 23%              | 3,152,743          | (942,425)          | -30%             |
| 194,024                | 167,886          | 26,138              | 16%              | Asset Management Project - 39 | 1,811,371                            | 1,025,420         | 785,951             | 77%              | 1,301,247          | 510,124            | 39%              |
| 262,257                | 240,230          | 22,027              | 9%               | Asset Management Project - 40 | 1,698,654                            | 1,496,044         | 202,610             | 14%              | 1,496,472          | 202,181            | 14%              |
| 198,535                | 197,901          | 634                 | 0%               | Asset Management Project - 43 | 1,296,692                            | 1,207,720         | 88,972              | 7%               | 1,232,548          | 64,144             | 5%               |
| 238,352                | 248,199          | (9,847)             | -4%              | Asset Management Project - 44 | 1,611,303                            | 1,507,802         | 103,501             | 7%               | 1,528,362          | 82,941             | 5%               |
| 465,857                | 218,280          | 247,577             | >100%            | Asset Management Project - 45 | 1,726,800                            | 1,345,262         | 381,538             | 28%              | 1,377,763          | 349,037            | 25%              |
| 97,196                 | 97,528           | (332)               | 0%               | Asset Management Project - 46 | 627,591                              | 596,770           | 30,821              | 5%               | 590,372            | 37,219             | 6%               |
| 169,642                | 169,926          | (284)               | 0%               | Asset Management Project - 49 | 1,147,945                            | 1,137,616         | 10,329              | 1%               | 967,589            | 180,356            | 19%              |
| 947,424                | 136,145          | 811,279             | >100%            | Asset Management Project - 50 | 2,312,089                            | 830,168           | 1,481,921           | >100%            | 825,072            | 1,487,017          | >100%            |
| -                      | -                | -                   | 0%               | Asset Management Project - 52 | -                                    | -                 | -                   | 0%               | -                  | -                  | 0%               |
| <b>\$ 2,817,969</b>    | <b>4,718,774</b> | <b>(1,900,805)</b>  | <b>-40%</b>      | <b>Total Revenues</b>         | <b>\$ 33,463,437</b>                 | <b>29,943,938</b> | <b>3,519,499</b>    | <b>12%</b>       | <b>33,591,879</b>  | <b>(128,441)</b>   | <b>0%</b>        |
|                        |                  |                     |                  | <b>NET INCOME(LOSS)</b>       |                                      |                   |                     |                  |                    |                    |                  |
| (63,855)               | (136,760)        | 72,905              | 53%              | Asset Management Project - 30 | (500,297)                            | (530,976)         | 30,679              | 6%               | (555,425)          | 55,127             | 10%              |
| (277,286)              | (13,432)         | (263,854)           | <-100%           | Asset Management Project - 31 | (763,159)                            | 49,012            | (812,171)           | <-100%           | (932,492)          | 169,333            | 18%              |
| (3,471,379)            | (19,118)         | (3,452,261)         | <-100%           | Asset Management Project - 32 | (3,276,137)                          | (131,236)         | (3,144,901)         | <-100%           | 346,870            | (3,623,008)        | <-100%           |
| (39,161)               | (32,586)         | (6,575)             | -20%             | Asset Management Project - 33 | (99,861)                             | (66,542)          | (33,319)            | -50%             | (241,416)          | 141,554            | 59%              |
| (42,971)               | (27,805)         | (15,166)            | -55%             | Asset Management Project - 34 | 51,753                               | 61,680            | (9,927)             | -16%             | (38,813)           | 90,566             | >100%            |
| (1,147,143)            | (72,161)         | (1,074,982)         | <-100%           | Asset Management Project - 35 | (1,319,350)                          | (143,587)         | (1,175,763)         | <-100%           | (561,312)          | (758,038)          | <-100%           |
| (195,879)              | 13,791           | (209,670)           | <-100%           | Asset Management Project - 37 | (1,017,296)                          | 4,261             | (1,021,557)         | <-100%           | (1,064,057)        | 46,761             | 4%               |
| (111,105)              | (6,660)          | (104,445)           | <-100%           | Asset Management Project - 38 | (524,122)                            | 78,792            | (602,914)           | <-100%           | 253,832            | (777,954)          | <-100%           |
| (7,629,227)            | (34,076)         | (7,595,151)         | <-100%           | Asset Management Project - 39 | (7,821,179)                          | (170,623)         | (7,650,556)         | <-100%           | (420,044)          | (7,401,134)        | <-100%           |
| (43,359)               | (40,219)         | (3,140)             | -8%              | Asset Management Project - 40 | (103,115)                            | (184,074)         | 80,959              | 44%              | (191,582)          | 88,467             | 46%              |
| (70,649)               | 8,162            | (78,811)            | <-100%           | Asset Management Project - 43 | 64,321                               | 98,282            | (33,961)            | -35%             | (202,067)          | 266,389            | >100%            |
| (28,655)               | 27,599           | (56,254)            | <-100%           | Asset Management Project - 44 | (167,251)                            | 174,908           | (342,159)           | <-100%           | (214,787)          | 47,536             | 22%              |
| 216,631                | 15,615           | 201,016             | >100%            | Asset Management Project - 45 | 287,205                              | 114,924           | 172,281             | >100%            | 17,638             | 269,567            | >100%            |
| (71,341)               | (5,717)          | (65,624)            | <-100%           | Asset Management Project - 46 | (314,870)                            | (20,044)          | (294,826)           | <-100%           | (355,820)          | 40,950             | 12%              |
| (62,979)               | (32,032)         | (30,947)            | -97%             | Asset Management Project - 49 | (109,874)                            | (83,165)          | (26,709)            | -32%             | (269,064)          | 159,190            | 59%              |
| 735,659                | 16,677           | 718,982             | >100%            | Asset Management Project - 50 | 1,036,432                            | 97,997            | 938,435             | >100%            | (430,626)          | 1,467,058          | >100%            |
| -                      | -                | -                   | 0%               | Asset Management Project - 52 | -                                    | -                 | -                   | 0%               | -                  | -                  | 0%               |
| <b>\$ (12,302,699)</b> | <b>(338,722)</b> | <b>(11,963,977)</b> | <b>&lt;-100%</b> | <b>Total Net Income(Loss)</b> | <b>\$ (14,576,800)</b>               | <b>(650,391)</b>  | <b>(13,926,409)</b> | <b>&lt;-100%</b> | <b>(4,859,164)</b> | <b>(9,717,637)</b> | <b>&lt;-100%</b> |



HAWAII PUBLIC HOUSING AUTHORITY  
Federal Low Rent Program

Actual vs Budget Comparison

For the Month of December 2024, and the 6 Months ended December 31, 2024

(Amounts in Full Dollars)

| Month of December 2024  |                  |                    |                  | CASH BASIS                    | Year To Date ended December 31, 2024 |                   |                    |                  |                   |                    |                  |
|-------------------------|------------------|--------------------|------------------|-------------------------------|--------------------------------------|-------------------|--------------------|------------------|-------------------|--------------------|------------------|
| Actual                  | Budget           | Variance           |                  |                               | Actual                               | Budget            | Variance           |                  | Prior Year        | Variance           |                  |
|                         |                  | Amount             | %                |                               |                                      | Amount            | %                  |                  | Amount            | %                  |                  |
| <b>REVENUES</b>         |                  |                    |                  |                               |                                      |                   |                    |                  |                   |                    |                  |
| 494,228                 | 356,819          | 137,409            | 39%              | Asset Management Project - 30 | 2,881,570                            | 2,442,630         | 438,940            | 18%              | 2,381,125         | 500,446            | 21%              |
| 623,017                 | 452,244          | 170,773            | 38%              | Asset Management Project - 31 | 3,340,625                            | 2,874,912         | 465,713            | 16%              | 3,048,373         | 292,253            | 10%              |
| (2,980,479)             | 461,836          | (3,442,315)        | <-100%           | Asset Management Project - 32 | (165,019)                            | 2,833,458         | (2,998,477)        | <-100%           | 4,902,832         | (5,067,851)        | <-100%           |
| 441,167                 | 343,753          | 97,414             | 28%              | Asset Management Project - 33 | 2,758,830                            | 2,259,696         | 499,134            | 22%              | 2,171,452         | 587,379            | 27%              |
| 564,120                 | 529,743          | 34,377             | 6%               | Asset Management Project - 34 | 4,486,813                            | 3,405,574         | 1,081,239          | 32%              | 3,605,600         | 881,213            | 24%              |
| 522,738                 | 532,407          | (9,669)            | -2%              | Asset Management Project - 35 | 3,842,101                            | 3,500,382         | 341,719            | 10%              | 3,328,228         | 513,873            | 15%              |
| 280,245                 | 277,608          | 2,637              | 1%               | Asset Management Project - 37 | 1,875,752                            | 1,676,398         | 199,354            | 12%              | 1,682,101         | 193,651            | 12%              |
| 299,645                 | 288,269          | 11,376             | 4%               | Asset Management Project - 38 | 2,210,318                            | 1,804,086         | 406,232            | 23%              | 3,152,743         | (942,425)          | -30%             |
| 194,024                 | 167,886          | 26,138             | 16%              | Asset Management Project - 39 | 1,811,371                            | 1,025,420         | 785,951            | 77%              | 1,301,247         | 510,124            | 39%              |
| 262,257                 | 240,230          | 22,027             | 9%               | Asset Management Project - 40 | 1,698,654                            | 1,496,044         | 202,610            | 14%              | 1,496,472         | 202,181            | 14%              |
| 198,535                 | 197,901          | 634                | 0%               | Asset Management Project - 43 | 1,296,692                            | 1,207,720         | 88,972             | 7%               | 1,232,548         | 64,144             | 5%               |
| 238,352                 | 248,199          | (9,847)            | -4%              | Asset Management Project - 44 | 1,611,303                            | 1,507,802         | 103,501            | 7%               | 1,528,362         | 82,941             | 5%               |
| 465,857                 | 218,280          | 247,577            | >100%            | Asset Management Project - 45 | 1,726,800                            | 1,345,262         | 381,538            | 28%              | 1,377,763         | 349,037            | 25%              |
| 97,196                  | 97,528           | (332)              | 0%               | Asset Management Project - 46 | 627,591                              | 596,770           | 30,821             | 5%               | 590,372           | 37,219             | 6%               |
| 169,642                 | 169,926          | (284)              | 0%               | Asset Management Project - 49 | 1,147,945                            | 1,137,616         | 10,329             | 1%               | 967,589           | 180,356            | 19%              |
| 947,424                 | 136,145          | 811,279            | >100%            | Asset Management Project - 50 | 2,312,089                            | 830,168           | 1,481,921          | >100%            | 825,072           | 1,487,017          | >100%            |
| -                       | -                | -                  | 0%               | Asset Management Project - 52 | -                                    | -                 | -                  | 0%               | -                 | -                  | 0%               |
| <b>\$ 2,817,969</b>     | <b>4,718,774</b> | <b>(1,900,805)</b> | <b>-40%</b>      | <b>Total Revenues</b>         | <b>\$ 33,463,437</b>                 | <b>29,943,938</b> | <b>3,519,499</b>   | <b>12%</b>       | <b>33,591,879</b> | <b>(128,441)</b>   | <b>0%</b>        |
| <b>NET INCOME(LOSS)</b> |                  |                    |                  |                               |                                      |                   |                    |                  |                   |                    |                  |
| 72,742                  | (123,251)        | 195,993            | >100%            | Asset Management Project - 30 | 224,775                              | (449,922)         | 674,697            | >100%            | 167,475           | 57,300             | 34%              |
| 1,400                   | 3,235            | (1,835)            | -57%             | Asset Management Project - 31 | 720,509                              | 149,014           | 571,495            | >100%            | 533,692           | 186,817            | 35%              |
| (3,372,926)             | (17,118)         | (3,355,808)        | <-100%           | Asset Management Project - 32 | (2,831,874)                          | (119,236)         | (2,712,638)        | <-100%           | 722,394           | (3,554,268)        | <-100%           |
| 75,811                  | (30,586)         | 106,397            | >100%            | Asset Management Project - 33 | 559,727                              | (54,542)          | 614,269            | >100%            | 450,482           | 109,245            | 24%              |
| 80,991                  | (23,639)         | 104,630            | >100%            | Asset Management Project - 34 | 857,121                              | 86,676            | 770,445            | >100%            | 610,798           | 246,323            | 40%              |
| 12,302                  | (67,961)         | 80,263             | >100%            | Asset Management Project - 35 | 582,392                              | (118,387)         | 700,779            | >100%            | 234,340           | 348,052            | >100%            |
| 22,263                  | 17,542           | 4,721              | 27%              | Asset Management Project - 37 | 333,167                              | 26,767            | 306,400            | >100%            | 344,977           | (11,810)           | -3%              |
| 24,644                  | (6,660)          | 31,304             | >100%            | Asset Management Project - 38 | 393,958                              | 78,792            | 315,166            | >100%            | 1,259,876         | (865,917)          | -69%             |
| (7,470,087)             | (25,742)         | (7,444,345)        | <-100%           | Asset Management Project - 39 | (7,150,644)                          | (120,619)         | (7,030,025)        | <-100%           | 308,834           | (7,459,479)        | <-100%           |
| (7,906)                 | (33,142)         | 25,236             | 76%              | Asset Management Project - 40 | 79,410                               | (141,612)         | 221,022            | >100%            | (16,033)          | 95,443             | >100%            |
| 3,392                   | 16,197           | (12,805)           | -79%             | Asset Management Project - 43 | 366,385                              | 146,492           | 219,893            | >100%            | 221,104           | 145,281            | 66%              |
| 57,310                  | 29,098           | 28,212             | 97%              | Asset Management Project - 44 | 485,732                              | 183,902           | 301,830            | >100%            | 430,179           | 55,552             | 13%              |
| 286,987                 | 18,114           | 268,873            | >100%            | Asset Management Project - 45 | 730,828                              | 129,918           | 600,910            | >100%            | 460,814           | 270,013            | 59%              |
| 10,641                  | (4,467)          | 15,108             | >100%            | Asset Management Project - 46 | 140,002                              | (12,544)          | 152,546            | >100%            | 82,870            | 57,131             | 69%              |
| (165)                   | (29,532)         | 29,367             | 99%              | Asset Management Project - 49 | 241,353                              | (68,165)          | 309,518            | >100%            | 53,272            | 188,081            | >100%            |
| 805,440                 | 21,777           | 783,663            | >100%            | Asset Management Project - 50 | 1,600,893                            | 128,597           | 1,472,296          | >100%            | 164,914           | 1,435,979          | >100%            |
| -                       | -                | -                  | 0%               | Asset Management Project - 52 | -                                    | -                 | -                  | 0%               | -                 | -                  | 0%               |
| <b>\$ (9,397,161)</b>   | <b>(256,135)</b> | <b>(9,141,026)</b> | <b>&lt;-100%</b> | <b>Total Net Income(Loss)</b> | <b>\$ (2,666,267)</b>                | <b>(154,869)</b>  | <b>(2,511,398)</b> | <b>&lt;-100%</b> | <b>6,029,990</b>  | <b>(8,696,257)</b> | <b>&lt;-100%</b> |

HAWAII PUBLIC HOUSING AUTHORITY  
Housing Assistance Voucher Programs

Actual vs Budget Comparison

For the Month of December 2024, and the 6 Months ended December 31, 2024

(Amounts in Full Dollars)

| Month of December 2024 |                  |                  |                  | Year To Date ended December 31, 2024 |                   |                   |                  |             |                   |                  |                 |
|------------------------|------------------|------------------|------------------|--------------------------------------|-------------------|-------------------|------------------|-------------|-------------------|------------------|-----------------|
| Actual                 | Budget           | Variance         |                  | Actual                               | Budget            | Variance          |                  | Prior Year  | Variance          |                  |                 |
|                        |                  | Amount           | %                |                                      |                   | Amount            | %                |             | Amount            | %                |                 |
| <b>REVENUES</b>        |                  |                  |                  |                                      |                   |                   |                  |             |                   |                  |                 |
| -                      | -                | -                | 0%               | Dwelling Rental Income               | -                 | -                 | -                | 0%          | -                 | -                | 0%              |
| 5,168,073              | 5,601,114        | (433,041)        | -8%              | HUD Operating Grants                 | 34,291,813        | 33,606,683        | 685,130          | 2%          | 32,452,654        | 1,839,159        | 6%              |
| 0                      | -                | 0                | 100%             | CFP Grant Income                     | 0                 | -                 | 0                | 100%        | 0                 | 0                | >100%           |
| -                      | -                | -                | 0%               | COCC Fee Income                      | -                 | -                 | -                | 0%          | -                 | -                | 0%              |
| -                      | -                | -                | 0%               | State CIP Fund                       | -                 | -                 | -                | 0%          | -                 | -                | 0%              |
| -                      | -                | -                | 0%               | Grant Income                         | -                 | -                 | -                | 0%          | -                 | -                | 0%              |
| 40,992                 | 1,960            | 39,032           | >100%            | Other Income                         | 151,960           | 11,761            | 140,199          | >100%       | 29,082            | 122,878          | >100%           |
| <b>\$ 5,209,065</b>    | <b>5,603,074</b> | <b>(394,009)</b> | <b>-7%</b>       | <b>Total Revenues</b>                | <b>34,443,773</b> | <b>33,618,444</b> | <b>825,329</b>   | <b>2%</b>   | <b>32,481,736</b> | <b>1,962,038</b> | <b>6%</b>       |
| <b>EXPENSES</b>        |                  |                  |                  |                                      |                   |                   |                  |             |                   |                  |                 |
| 255,110                | 211,725          | 43,385           | 20%              | Administrative                       | 1,288,123         | 1,258,513         | 29,610           | 2%          | 1,084,785         | 203,337          | 19%             |
| -                      | -                | -                | 0%               | Asset Management Fees                | -                 | -                 | -                | 0%          | -                 | -                | 0%              |
| 90,796                 | 102,131          | (11,335)         | -11%             | Management Fees                      | 593,580           | 612,787           | (19,207)         | -3%         | 674,947           | (81,366)         | -12%            |
| 26,643                 | 28,140           | (1,497)          | -5%              | Bookkeeping Fees                     | 161,692           | 168,840           | (7,148)          | -4%         | 169,403           | (7,710)          | -5%             |
| 5,037,906              | 5,083,275        | (45,368)         | -1%              | Housing Assistance Payments          | 31,713,506        | 30,499,648        | 1,213,858        | 4%          | 30,340,814        | 1,372,692        | 5%              |
| -                      | 127              | (127)            | -100%            | Tenant Services                      | 51                | 759               | (708)            | -93%        | 56,328            | (56,277)         | -100%           |
| 687                    | 3,887            | (3,200)          | -82%             | Utilities                            | 18,722            | 23,323            | (4,602)          | -20%        | 21,305            | (2,584)          | -12%            |
| 1,013                  | 987              | 26               | 3%               | Maintenance                          | 5,654             | 5,912             | (258)            | -4%         | 9,928             | (4,274)          | -43%            |
| 738                    | 827              | (89)             | -11%             | Protective Services                  | 3,903             | 4,965             | (1,062)          | -21%        | 4,751             | (848)            | -18%            |
| 966                    | 1,437            | (471)            | -33%             | Insurance                            | 5,798             | 8,624             | (2,826)          | -33%        | 8,624             | (2,826)          | -33%            |
| 4,309                  | -                | 4,309            | 100%             | Depreciation Expense                 | 27,750            | -                 | 27,750           | 100%        | 28,698            | (948)            | -3%             |
| -                      | -                | -                | 0%               | Bad Debt Expense                     | -                 | -                 | -                | 0%          | -                 | -                | 0%              |
| 17,087                 | 12,143           | 4,944            | 41%              | General Expenses                     | 586,594           | 72,855            | 513,739          | >100%       | 77,514            | 509,080          | >100%           |
| <b>5,435,256</b>       | <b>5,444,679</b> | <b>(9,423)</b>   | <b>0%</b>        | <b>Total Expenses</b>                | <b>34,405,373</b> | <b>32,656,226</b> | <b>1,749,147</b> | <b>-5%</b>  | <b>32,477,097</b> | <b>1,928,276</b> | <b>6%</b>       |
| <b>\$ (226,191)</b>    | <b>158,395</b>   | <b>(384,586)</b> | <b>&lt;-100%</b> | <b>Net Income(Loss)</b>              | <b>38,400</b>     | <b>962,218</b>    | <b>(923,818)</b> | <b>-96%</b> | <b>4,639</b>      | <b>33,761</b>    | <b>&gt;100%</b> |
| <b>CASH BASIS:</b>     |                  |                  |                  |                                      |                   |                   |                  |             |                   |                  |                 |
| (226,191)              | 158,395          | (384,586)        | <-100%           | Net Income(loss) per Above           | 38,400            | 962,218           | (923,818)        | -96%        | 4,639             | 33,761           | >100%           |
| 4,309                  | -                | 4,309            | 100%             | Add back non cash items:             |                   |                   |                  |             |                   |                  |                 |
| -                      | -                | -                | 0%               | Depreciation Expense                 | 27,750            | -                 | 27,750           | 100%        | 28,698            | (948)            | -3%             |
|                        |                  |                  |                  | Bad Debt Expense                     | -                 | -                 | -                | 0%          | -                 | -                | 0%              |
| <b>\$ (221,882)</b>    | <b>158,395</b>   | <b>(380,277)</b> | <b>&lt;-100%</b> |                                      | <b>66,150</b>     | <b>962,218</b>    | <b>(896,068)</b> | <b>-93%</b> | <b>33,337</b>     | <b>32,813</b>    | <b>98%</b>      |

HAWAII PUBLIC HOUSING AUTHORITY

State Low Rent

Actual vs Budget Comparison

For the Month of December 2024, and the 6 Months ended December 31, 2024

(Amounts in Full Dollars)

| Month of December 2024   |                  |                |                 | Year To Date ended December 31, 2024 |                  |                  |                  |                  |                  |               |            |
|--------------------------|------------------|----------------|-----------------|--------------------------------------|------------------|------------------|------------------|------------------|------------------|---------------|------------|
| Actual                   | Budget           | Variance       |                 | Actual                               | Budget           | Variance         |                  | Prior Year       | Variance         |               |            |
|                          |                  | Amount         | %               |                                      |                  | Amount           | %                |                  | Amount           | %             |            |
| <b>REVENUES</b>          |                  |                |                 |                                      |                  |                  |                  |                  |                  |               |            |
| 121,485                  | 119,828          | 1,657          | 1%              | Dwelling Rental Income               | 718,996          | 716,046          | 2,950            | 0%               | 700,098          | 18,898        | 3%         |
| -                        | -                | -              | 0%              | HUD Operating Grants                 | -                | -                | -                | 0%               | -                | -             | 0%         |
| -                        | -                | -              | 0%              | CFP Grant Income                     | -                | -                | -                | 0%               | -                | -             | 0%         |
| -                        | -                | -              | 0%              | COCC Fee Income                      | -                | -                | -                | 0%               | -                | -             | 0%         |
| -                        | -                | -              | 0%              | State CIP Fund                       | -                | -                | -                | 0%               | 7,306            | (7,306)       | -100%      |
| 261,172                  | -                | 261,172        | 100%            | Grant Income                         | 638,888          | 1,117,384        | (478,496)        | -43%             | 587,231          | 51,657        | 9%         |
| 5,671                    | 2,514            | 3,157          | >100%           | Other Income                         | 49,466           | 15,084           | 34,382           | >100%            | 27,075           | 22,391        | 83%        |
| <b>\$ 388,328</b>        | <b>122,342</b>   | <b>265,986</b> | <b>&gt;100%</b> | <b>Total Revenues</b>                | <b>1,407,350</b> | <b>1,848,514</b> | <b>(441,164)</b> | <b>-24%</b>      | <b>1,321,710</b> | <b>85,640</b> | <b>6%</b>  |
| <b>EXPENSES</b>          |                  |                |                 |                                      |                  |                  |                  |                  |                  |               |            |
| 44,539                   | 55,563           | (11,024)       | -20%            | Administrative                       | 280,336          | 323,297          | (42,961)         | -13%             | 254,770          | 25,566        | 10%        |
| -                        | -                | -              | 0%              | Asset Management Fees                | -                | -                | -                | 0%               | -                | -             | 0%         |
| 18,587                   | 19,863           | (1,276)        | -6%             | Management Fees                      | 113,393          | 118,382          | (4,989)          | -4%              | 117,444          | (4,051)       | -3%        |
| 1,842                    | 1,966            | (124)          | -6%             | Bookkeeping Fees                     | 11,229           | 11,720           | (491)            | -4%              | 11,610           | (381)         | -3%        |
| -                        | -                | -              | 0%              | Housing Assistance Payments          | -                | -                | -                | 0%               | -                | -             | 0%         |
| 7                        | 833              | (827)          | -99%            | Tenant Services                      | 169              | 5,498            | (5,329)          | -97%             | 4,147            | (3,978)       | -96%       |
| 61,897                   | 72,779           | (10,882)       | -15%            | Utilities                            | 416,954          | 436,674          | (19,720)         | -5%              | 398,904          | 18,050        | 5%         |
| 120,476                  | 159,006          | (38,530)       | -24%            | Maintenance                          | 668,897          | 884,163          | (215,266)        | -24%             | 671,722          | (2,825)       | 0%         |
| 11,214                   | 12,782           | (1,568)        | -12%            | Protective Services                  | 68,441           | 76,692           | (8,251)          | -11%             | 62,089           | 6,352         | 10%        |
| 4,615                    | 4,624            | (9)            | 0%              | Insurance                            | 27,840           | 27,744           | 96               | 0%               | 27,791           | 50            | 0%         |
| 106,208                  | -                | 106,208        | 100%            | Depreciation Expense                 | 637,486          | -                | 637,486          | 100%             | 638,031          | (545)         | 0%         |
| 36,630                   | 6,011            | 30,619         | >100%           | Bad Debt Expense                     | 93,197           | 36,066           | 57,131           | >100%            | 97,535           | (4,339)       | -4%        |
| -                        | -                | -              | 0%              | General Expenses                     | -                | -                | -                | 0%               | -                | -             | 0%         |
| <b>406,016</b>           | <b>333,427</b>   | <b>72,589</b>  | <b>22%</b>      | <b>Total Expenses</b>                | <b>2,317,943</b> | <b>1,920,236</b> | <b>397,707</b>   | <b>-21%</b>      | <b>2,284,043</b> | <b>33,899</b> | <b>1%</b>  |
| <b>\$ (17,688)</b>       | <b>(211,085)</b> | <b>193,397</b> | <b>92%</b>      | <b>Net Income(Loss)</b>              | <b>(910,593)</b> | <b>(71,722)</b>  | <b>(838,871)</b> | <b>&lt;-100%</b> | <b>(962,333)</b> | <b>51,741</b> | <b>5%</b>  |
| <b>CASH BASIS:</b>       |                  |                |                 |                                      |                  |                  |                  |                  |                  |               |            |
| <b>(17,688)</b>          | <b>(211,085)</b> | <b>193,397</b> | <b>92%</b>      | Net Income(loss) per Above           | <b>(910,593)</b> | <b>(71,722)</b>  | <b>(838,871)</b> | <b>&lt;-100%</b> | <b>(962,333)</b> | <b>51,741</b> | <b>5%</b>  |
| Add back non cash items: |                  |                |                 |                                      |                  |                  |                  |                  |                  |               |            |
| 106,208                  | -                | 106,208        | 100%            | Depreciation Expense                 | 637,486          | -                | 637,486          | 100%             | 638,031          | (545)         | 0%         |
| 36,630                   | 6,011            | 30,619         | >100%           | Bad Debt Expense                     | 93,197           | 36,066           | 57,131           | >100%            | 97,535           | (4,339)       | -4%        |
| <b>\$ 125,151</b>        | <b>(205,074)</b> | <b>330,225</b> | <b>&gt;100%</b> |                                      | <b>(179,910)</b> | <b>(35,656)</b>  | <b>(144,254)</b> | <b>&lt;-100%</b> | <b>(226,767)</b> | <b>46,857</b> | <b>21%</b> |

**HAWAII PUBLIC HOUSING AUTHORITY**  
**State Elderly Program**  
**Actual vs Budget Comparison**  
**For the Month of December 2024, and the 6 Months ended December 31, 2024**

(Amounts in Full Dollars)

| Month of December 2024 |                  |                  |             |   | Year To Date ended December 31, 2024 |                    |                  |                  |             |                  |                  |                  |
|------------------------|------------------|------------------|-------------|---|--------------------------------------|--------------------|------------------|------------------|-------------|------------------|------------------|------------------|
| Actual                 | Budget           | Variance         |             | % |                                      | Actual             | Budget           | Variance         |             | Prior Year       | Variance         |                  |
|                        |                  | Amount           | %           |   |                                      |                    |                  | Amount           | %           |                  | Amount           | %                |
|                        |                  |                  |             |   | <b>REVENUES</b>                      |                    |                  |                  |             |                  |                  |                  |
| 199,340                | 190,155          | 9,185            | 5%          |   | Dwelling Rental Income               | 1,180,158          | 1,140,930        | 39,228           | 3%          | 1,123,329        | 56,829           | 5%               |
| -                      | -                | -                | 0%          |   | HUD Operating Grants                 | -                  | -                | -                | 0%          | -                | -                | 0%               |
| -                      | -                | -                | 0%          |   | CFP Grant Income                     | -                  | -                | -                | 0%          | -                | -                | 0%               |
| -                      | -                | -                | 0%          |   | COCC Fee Income                      | -                  | -                | -                | 0%          | -                | -                | 0%               |
| -                      | -                | -                | 0%          |   | State CIP Fund                       | -                  | -                | -                | 0%          | 14,612           | (14,612)         | -100%            |
| -                      | -                | -                | 0%          |   | Grant Income                         | -                  | 14,976           | (14,976)         | -100%       | 1,051,167        | (1,051,167)      | -100%            |
| (504)                  | 6,683            | (7,187)          | <-100%      |   | Other Income                         | 78,806             | 40,098           | 38,708           | 97%         | 39,324           | 39,482           | >100%            |
| <b>\$ 198,836</b>      | <b>196,838</b>   | <b>1,998</b>     | <b>1%</b>   |   | <b>Total Revenues</b>                | <b>1,258,964</b>   | <b>1,196,004</b> | <b>62,960</b>    | <b>5%</b>   | <b>2,228,432</b> | <b>(969,469)</b> | <b>-44%</b>      |
|                        |                  |                  |             |   | <b>EXPENSES</b>                      |                    |                  |                  |             |                  |                  |                  |
| 69,632                 | 66,284           | 3,348            | 5%          |   | Administrative                       | 385,650            | 386,664          | (1,014)          | 0%          | 384,062          | 1,589            | 0%               |
| -                      | -                | -                | 0%          |   | Asset Management Fees                | -                  | -                | -                | 0%          | -                | -                | 0%               |
| 14,516                 | 15,695           | (1,179)          | -8%         |   | Management Fees                      | 86,921             | 94,170           | (7,249)          | -8%         | 80,222           | 6,699            | 8%               |
| 4,126                  | 4,321            | (195)            | -5%         |   | Bookkeeping Fees                     | 24,742             | 25,926           | (1,184)          | -5%         | 24,113           | 629              | 3%               |
| -                      | -                | -                | 0%          |   | Housing Assistance Payments          | -                  | -                | -                | 0%          | -                | -                | 0%               |
| 780                    | 977              | (197)            | -20%        |   | Tenant Services                      | 2,340              | 5,862            | (3,522)          | -60%        | 5,496            | (3,156)          | -57%             |
| 109,358                | 133,030          | (23,672)         | -18%        |   | Utilities                            | 692,148            | 798,180          | (106,032)        | -13%        | 738,936          | (46,788)         | -6%              |
| 88,082                 | 111,162          | (23,080)         | -21%        |   | Maintenance                          | 596,228            | 669,372          | (73,144)         | -11%        | 609,506          | (13,278)         | -2%              |
| -                      | 234              | (234)            | -100%       |   | Protective Services                  | 1,170              | 1,404            | (234)            | -17%        | 2,267            | (1,097)          | -48%             |
| 7,558                  | 7,563            | (5)              | 0%          |   | Insurance                            | 45,341             | 45,378           | (37)             | 0%          | 45,451           | (111)            | 0%               |
| 151,430                | -                | 151,430          | 100%        |   | Depreciation Expense                 | 908,579            | -                | 908,579          | 100%        | 908,579          | -                | 0%               |
| 608                    | -                | 608              | 100%        |   | Bad Debt Expense                     | 1,653              | -                | 1,653            | 100%        | 9,346            | (7,694)          | -82%             |
| -                      | -                | -                | 0%          |   | General Expenses                     | -                  | -                | -                | 0%          | -                | -                | 0%               |
| <b>446,090</b>         | <b>339,266</b>   | <b>106,824</b>   | <b>31%</b>  |   | <b>Total Expenses</b>                | <b>2,744,772</b>   | <b>2,026,956</b> | <b>717,816</b>   | <b>-35%</b> | <b>2,807,979</b> | <b>(63,207)</b>  | <b>-2%</b>       |
| <b>\$ (247,254)</b>    | <b>(142,428)</b> | <b>(104,826)</b> | <b>-74%</b> |   | <b>Net Income(Loss)</b>              | <b>(1,485,808)</b> | <b>(830,952)</b> | <b>(654,856)</b> | <b>-79%</b> | <b>(579,546)</b> | <b>(906,262)</b> | <b>&lt;-100%</b> |
|                        |                  |                  |             |   | <b>CASH BASIS:</b>                   |                    |                  |                  |             |                  |                  |                  |
| <b>(247,254)</b>       | <b>(142,428)</b> | <b>(104,826)</b> | <b>-74%</b> |   | Net Income(loss) per Above           | <b>(1,485,808)</b> | <b>(830,952)</b> | <b>(654,856)</b> | <b>-79%</b> | <b>(579,546)</b> | <b>(906,262)</b> | <b>&lt;-100%</b> |
|                        |                  |                  |             |   | Add back non cash items:             |                    |                  |                  |             |                  |                  |                  |
| 151,430                | -                | 151,430          | 100%        |   | Depreciation Expense                 | 908,579            | -                | 908,579          | 100%        | 908,579          | -                | 0%               |
| 608                    | -                | 608              | 100%        |   | Bad Debt Expense                     | 1,653              | -                | 1,653            | 100%        | 9,346            | (7,694)          | -82%             |
| <b>\$ (95,216)</b>     | <b>(142,428)</b> | <b>47,212</b>    | <b>33%</b>  |   |                                      | <b>(575,577)</b>   | <b>(830,952)</b> | <b>255,375</b>   | <b>31%</b>  | <b>338,379</b>   | <b>(913,955)</b> | <b>&lt;-100%</b> |

**HAWAII PUBLIC HOUSING AUTHORITY**  
**State Rent Supplement Program**  
**Actual vs Budget Comparison**  
**For the Month of December 2024, and the 6 Months ended December 31, 2024**

(Amounts in Full Dollars)

| Month of December 2024 |                  |                  |              |                             | Year To Date ended December 31, 2024 |                  |                  |             |                  |                    |             |    |  |  |  |
|------------------------|------------------|------------------|--------------|-----------------------------|--------------------------------------|------------------|------------------|-------------|------------------|--------------------|-------------|----|--|--|--|
| Actual                 | Budget           | Variance         |              | %                           |                                      | Actual           | Budget           | Variance    |                  | Prior Year         | Variance    |    |  |  |  |
|                        |                  | Amount           | %            |                             |                                      |                  |                  | Amount      | %                |                    | Amount      | %  |  |  |  |
| <b>REVENUES</b>        |                  |                  |              |                             |                                      |                  |                  |             |                  |                    |             |    |  |  |  |
| -                      | -                | -                | 0%           | Dwelling Rental Income      | -                                    | -                | -                | 0%          | -                | -                  | -           | 0% |  |  |  |
| -                      | -                | -                | 0%           | HUD Operating Grants        | -                                    | -                | -                | 0%          | -                | -                  | -           | 0% |  |  |  |
| -                      | -                | -                | 0%           | CFP Grant Income            | -                                    | -                | -                | 0%          | -                | -                  | -           | 0% |  |  |  |
| -                      | -                | -                | 0%           | COCC Fee Income             | -                                    | -                | -                | 0%          | -                | -                  | -           | 0% |  |  |  |
| -                      | -                | -                | 0%           | State CIP Fund              | -                                    | -                | -                | 0%          | -                | -                  | -           | 0% |  |  |  |
| -                      | -                | -                | 0%           | Grant Income                | 920,943                              | 1,151,906        | (230,963)        | -20%        | 3,367,094        | (2,446,151)        | -73%        |    |  |  |  |
| -                      | 15               | (15)             | -100%        | Other Income                | 54                                   | 88               | (34)             | -39%        | 158              | (104)              | -66%        |    |  |  |  |
| <b>\$ -</b>            | <b>15</b>        | <b>(15)</b>      | <b>-100%</b> | <b>Total Revenues</b>       | <b>920,997</b>                       | <b>1,151,994</b> | <b>(230,997)</b> | <b>-20%</b> | <b>3,367,252</b> | <b>(2,446,255)</b> | <b>-73%</b> |    |  |  |  |
| <b>EXPENSES</b>        |                  |                  |              |                             |                                      |                  |                  |             |                  |                    |             |    |  |  |  |
| 9,304                  | 8,717            | 587              | 7%           | Administrative              | 97,479                               | 49,047           | 48,433           | 99%         | 45,820           | 51,659             | >100%       |    |  |  |  |
| -                      | -                | -                | 0%           | Asset Management Fees       | -                                    | -                | -                | 0%          | -                | -                  | 0%          |    |  |  |  |
| 510                    | 1,275            | (765)            | -60%         | Management Fees             | 3,168                                | 7,650            | (4,482)          | -59%        | 3,423            | (255)              | -7%         |    |  |  |  |
| 320                    | 799              | (479)            | -60%         | Bookkeeping Fees            | 1,985                                | 4,794            | (2,809)          | -59%        | 2,145            | (160)              | -7%         |    |  |  |  |
| 80,930                 | 181,475          | (100,545)        | -55%         | Housing Assistance Payments | 480,992                              | 1,088,850        | (607,858)        | -56%        | 504,159          | (23,167)           | -5%         |    |  |  |  |
| -                      | 7                | (7)              | -100%        | Tenant Services             | 17                                   | 41               | (24)             | -58%        | 34               | (17)               | -50%        |    |  |  |  |
| 122                    | 144              | (22)             | -15%         | Utilities                   | 890                                  | 866              | 24               | 3%          | 791              | 99                 | 13%         |    |  |  |  |
| 98                     | 35               | 64               | >100%        | Maintenance                 | 280                                  | 208              | 72               | 34%         | 364              | (85)               | -23%        |    |  |  |  |
| 31                     | 36               | (4)              | -12%         | Protective Services         | 164                                  | 214              | (50)             | -23%        | 203              | (39)               | -19%        |    |  |  |  |
| 194                    | 54               | 140              | >100%        | Insurance                   | 1,163                                | 324              | 839              | >100%       | 324              | 839                | >100%       |    |  |  |  |
| -                      | -                | -                | 0%           | Depreciation Expense        | -                                    | -                | -                | 0%          | -                | -                  | 0%          |    |  |  |  |
| -                      | -                | -                | 0%           | Bad Debt Expense            | -                                    | -                | -                | 0%          | -                | -                  | 0%          |    |  |  |  |
| -                      | -                | -                | 0%           | General Expenses            | -                                    | -                | -                | 0%          | -                | -                  | 0%          |    |  |  |  |
| <b>91,509</b>          | <b>192,542</b>   | <b>(101,033)</b> | <b>-52%</b>  | <b>Total Expenses</b>       | <b>586,138</b>                       | <b>1,151,994</b> | <b>(565,856)</b> | <b>49%</b>  | <b>557,263</b>   | <b>28,874</b>      | <b>5%</b>   |    |  |  |  |
| <b>\$ (91,509)</b>     | <b>(192,527)</b> | <b>101,018</b>   | <b>52%</b>   | <b>Net Income(Loss)</b>     | <b>334,859</b>                       | <b>-</b>         | <b>334,859</b>   | <b>100%</b> | <b>2,809,989</b> | <b>(2,475,130)</b> | <b>-88%</b> |    |  |  |  |
| <b>CASH BASIS:</b>     |                  |                  |              |                             |                                      |                  |                  |             |                  |                    |             |    |  |  |  |
| (91,509)               | (192,527)        | 101,018          | 52%          | Net Income(loss) per Above  | 334,859                              | -                | 334,859          | 100%        | 2,809,989        | (2,475,130)        | -88%        |    |  |  |  |
| -                      | -                | -                | 0%           | Add back non cash items:    |                                      |                  |                  |             |                  |                    |             |    |  |  |  |
| -                      | -                | -                | 0%           | Depreciation Expense        | -                                    | -                | -                | 0%          | -                | -                  | 0%          |    |  |  |  |
| -                      | -                | -                | 0%           | Bad Debt Expense            | -                                    | -                | -                | 0%          | -                | -                  | 0%          |    |  |  |  |
| <b>\$ (91,509)</b>     | <b>(192,527)</b> | <b>101,018</b>   | <b>52%</b>   | <b>Total</b>                | <b>334,859</b>                       | <b>-</b>         | <b>334,859</b>   | <b>100%</b> | <b>2,809,989</b> | <b>(2,475,130)</b> | <b>-88%</b> |    |  |  |  |

**HAWAII PUBLIC HOUSING AUTHORITY**  
**Section 8 Contract Administration**  
**Actual vs Budget Comparison**  
**For the Month of December 2024, and the 6 Months ended December 31, 2024**

(Amounts in Full Dollars)

| Month of December 2024 |                  |                |  |           | Year To Date ended December 31, 2024 |                   |                   |                 |             |                   |                  |            |            |  |  |
|------------------------|------------------|----------------|--|-----------|--------------------------------------|-------------------|-------------------|-----------------|-------------|-------------------|------------------|------------|------------|--|--|
| Actual                 | Budget           | Variance       |  | %         |                                      | Actual            | Budget            | Variance        |             | Prior Year        | Variance         |            | %          |  |  |
|                        |                  | Amount         |  |           |                                      |                   |                   | Amount          | %           |                   | Amount           | %          |            |  |  |
| -                      | -                | -              |  | 0%        | <b>REVENUES</b>                      | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| 4,483,844              | 4,191,017        | 292,828        |  | 7%        | Dwelling Rental Income               | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | HUD Operating Grants                 | 25,836,357        | 25,146,101        | 690,256         | 3%          | 24,388,658        | 1,447,699        | 6%         | 6%         |  |  |
| -                      | -                | -              |  | 0%        | CFP Grant Income                     | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | COCC Fee Income                      | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | State CIP Fund                       | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | Grant Income                         | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| 44                     | 41               | 4              |  | 9%        | Other Income                         | 259               | 244               | 15              | 6%          | 240               | 20               | 8%         | 8%         |  |  |
| <b>\$ 4,483,889</b>    | <b>4,191,058</b> | <b>292,831</b> |  | <b>7%</b> | <b>Total Revenues</b>                | <b>25,836,616</b> | <b>25,146,345</b> | <b>690,271</b>  | <b>3%</b>   | <b>24,388,898</b> | <b>1,447,718</b> | <b>6%</b>  | <b>6%</b>  |  |  |
| 136,695                | 95,754           | 40,941         |  | 43%       | <b>EXPENSES</b>                      | 668,260           | 560,227           | 108,033         | 19%         | 643,215           | 25,045           | 4%         | 4%         |  |  |
| -                      | -                | -              |  | 0%        | Administrative                       | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | Asset Management Fees                | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | Management Fees                      | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | Bookkeeping Fees                     | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| 4,296,793              | 4,045,461        | 251,332        |  | 6%        | Housing Assistance Payments          | 24,907,440        | 24,272,768        | 634,672         | 3%          | 23,551,927        | 1,355,512        | 6%         | 6%         |  |  |
| -                      | -                | -              |  | 0%        | Tenant Services                      | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | Utilities                            | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | Maintenance                          | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | Protective Services                  | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| 1,266                  | 1,037            | 229            |  | 22%       | Insurance                            | 7,595             | 6,224             | 1,371           | 22%         | 6,224             | 1,371            | 22%        | 22%        |  |  |
| -                      | -                | -              |  | 0%        | Depreciation Expense                 | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | Bad Debt Expense                     | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | General Expenses                     | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| <b>4,434,754</b>       | <b>4,142,252</b> | <b>292,502</b> |  | <b>7%</b> | <b>Total Expenses</b>                | <b>25,583,295</b> | <b>24,839,219</b> | <b>744,076</b>  | <b>-3%</b>  | <b>24,201,366</b> | <b>1,381,928</b> | <b>6%</b>  | <b>6%</b>  |  |  |
| <b>\$ 49,135</b>       | <b>48,805</b>    | <b>330</b>     |  | <b>1%</b> | <b>Net Income(Loss)</b>              | <b>253,321</b>    | <b>307,127</b>    | <b>(53,806)</b> | <b>-18%</b> | <b>187,531</b>    | <b>65,790</b>    | <b>35%</b> | <b>35%</b> |  |  |
| <b>49,135</b>          | <b>48,805</b>    | <b>330</b>     |  | <b>1%</b> | <b>CASH BASIS:</b>                   | <b>253,321</b>    | <b>307,127</b>    | <b>(53,806)</b> | <b>-18%</b> | <b>187,531</b>    | <b>65,790</b>    | <b>35%</b> | <b>35%</b> |  |  |
| -                      | -                | -              |  | 0%        | Net Income(loss) per Above           | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| -                      | -                | -              |  | 0%        | Add back non cash items:             | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
|                        |                  |                |  |           | Depreciation Expense                 | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
|                        |                  |                |  |           | Bad Debt Expense                     | -                 | -                 | -               | 0%          | -                 | -                | -          | 0%         |  |  |
| <b>\$ 49,135</b>       | <b>48,805</b>    | <b>330</b>     |  | <b>1%</b> | <b>Total</b>                         | <b>253,321</b>    | <b>307,127</b>    | <b>(53,806)</b> | <b>-18%</b> | <b>187,531</b>    | <b>65,790</b>    | <b>35%</b> | <b>35%</b> |  |  |

**HAWAII PUBLIC HOUSING AUTHORITY**  
**Central Office Cost Center**  
**Actual vs Budget Comparison**  
**For the Month of December 2024, and the 6 Months ended December 31, 2024**  
(Amounts in Full Dollars)

| <b>Month of December 2024</b> |                  |                    |                  |
|-------------------------------|------------------|--------------------|------------------|
| <b>Actual</b>                 | <b>Budget</b>    | <b>Variance</b>    |                  |
|                               |                  | <b>Amount</b>      | <b>%</b>         |
| -                             | -                | -                  | 0%               |
| -                             | -                | -                  | 0%               |
| -                             | -                | -                  | 0%               |
| 495,100                       | 530,942          | (35,842)           | -7%              |
| -                             | -                | -                  | 0%               |
| (3,196,913)                   | -                | (3,196,913)        | -100%            |
| 233,849                       | 570,938          | (337,089)          | -59%             |
| <b>\$ (2,467,964)</b>         | <b>1,101,880</b> | <b>(3,569,844)</b> | <b>&lt;-100%</b> |
| 957,265                       | 1,140,324        | (183,059)          | -16%             |
| -                             | -                | -                  | 0%               |
| -                             | -                | -                  | 0%               |
| -                             | -                | -                  | 0%               |
| -                             | -                | -                  | 0%               |
| 2,913                         | 877              | 2,035              | >100%            |
| 11,562                        | 14,286           | (2,724)            | -19%             |
| 237,692                       | 260,042          | (22,349)           | -9%              |
| 3,172                         | 3,070            | 102                | 3%               |
| 3,146                         | 3,108            | 38                 | 1%               |
| 12,190                        | -                | 12,190             | 100%             |
| -                             | -                | -                  | 0%               |
| 28,656                        | 115              | 28,541             | >100%            |
| <b>1,256,596</b>              | <b>1,421,821</b> | <b>(165,225)</b>   | <b>-12%</b>      |
| <b>\$ (3,724,560)</b>         | <b>(319,941)</b> | <b>(3,404,619)</b> | <b>&lt;-100%</b> |
| <b>(3,724,560)</b>            | <b>(319,941)</b> | <b>(3,404,619)</b> | <b>&lt;-100%</b> |
| 12,190                        | -                | 12,190             | 100%             |
| -                             | -                | -                  | 0%               |
| <b>\$ (3,712,370)</b>         | <b>(319,941)</b> | <b>(3,392,429)</b> | <b>&lt;-100%</b> |

| <b>Year To Date ended December 31, 2024</b> |                    |                    |                  |                    |                    |                  |
|---|--------------------|--------------------|------------------|--------------------|--------------------|------------------|
| <b>Actual</b>                               | <b>Budget</b>      | <b>Variance</b>    |                  | <b>Prior Year</b>  | <b>Variance</b>    |                  |
|   |                    | <b>Amount</b>      | <b>%</b>         |                    | <b>Amount</b>      | <b>%</b>         |
| -   | -                  | -                  | 0%               | -                  | -                  | 0%               |
| -   | -                  | -                  | 0%               | -                  | -                  | 0%               |
| -   | -                  | -                  | 0%               | -                  | -                  | 0%               |
| 3,033,015                                   | 3,184,780          | (151,765)          | -5%              | 3,148,506          | (115,490)          | -4%              |
| -   | -                  | -                  | 0%               | -                  | -                  | 0%               |
| (2,993,618)                                 | 227,807            | (3,221,425)        | <-100%           | 149,287            | (3,142,905)        | <-100%           |
| 1,369,571                                   | 3,371,534          | (2,001,962)        | -59%             | 1,519,183          | (149,612)          | -10%             |
| <b>1,408,969</b>                            | <b>6,784,121</b>   | <b>(5,375,152)</b> | <b>-79%</b>      | <b>4,816,976</b>   | <b>(3,408,007)</b> | <b>-71%</b>      |
| 4,999,648                                   | 6,744,492          | (1,744,844)        | -26%             | 4,312,740          | 686,908            | 16%              |
| -   | -                  | -                  | 0%               | -                  | -                  | 0%               |
| -   | -                  | -                  | 0%               | -                  | -                  | 0%               |
| -   | -                  | -                  | 0%               | -                  | -                  | 0%               |
| -   | -                  | -                  | 0%               | -                  | -                  | 0%               |
| 12,619                                      | 5,264              | 7,355              | >100%            | 2,351              | 10,267             | >100%            |
| 67,626                                      | 85,715             | (18,089)           | -21%             | 78,935             | (11,310)           | -14%             |
| 1,474,598                                   | 1,560,206          | (85,608)           | -5%              | 1,543,927          | (69,329)           | -4%              |
| 17,846                                      | 18,422             | (576)              | -3%              | 17,330             | 516                | 3%               |
| 18,877                                      | 18,647             | 230                | 1%               | 18,607             | 270                | 1%               |
| 76,068                                      | -                  | 76,068             | 100%             | 90,161             | (14,093)           | -16%             |
| -   | -                  | -                  | 0%               | -                  | -                  | 0%               |
| 38,077                                      | 689                | 37,388             | >100%            | 4,750              | 33,327             | >100%            |
| <b>6,705,358</b>                            | <b>8,433,434</b>   | <b>(1,728,076)</b> | <b>20%</b>       | <b>6,068,801</b>   | <b>636,557</b>     | <b>10%</b>       |
| <b>(5,296,389)</b>                          | <b>(1,649,313)</b> | <b>(3,647,076)</b> | <b>&lt;-100%</b> | <b>(1,251,825)</b> | <b>(4,044,564)</b> | <b>&lt;-100%</b> |
| <b>(5,296,389)</b>                          | <b>(1,649,313)</b> | <b>(3,647,076)</b> | <b>&lt;-100%</b> | <b>(1,251,825)</b> | <b>(4,044,564)</b> | <b>&lt;-100%</b> |
| 76,068                                      | -                  | 76,068             | 100%             | 90,161             | (14,093)           | -16%             |
| -   | -                  | -                  | 0%               | -                  | -                  | 0%               |
| <b>(5,220,321)</b>                          | <b>(1,649,313)</b> | <b>(3,571,008)</b> | <b>&lt;-100%</b> | <b>(1,161,664)</b> | <b>(4,058,657)</b> | <b>&lt;-100%</b> |

**CASH BASIS:**

|                            |                    |                    |                    |                  |                    |                    |                  |
|----------------------------|--------------------|--------------------|--------------------|------------------|--------------------|--------------------|------------------|
| Net Income(loss) per Above | <b>(5,296,389)</b> | <b>(1,649,313)</b> | <b>(3,647,076)</b> | <b>&lt;-100%</b> | <b>(1,251,825)</b> | <b>(4,044,564)</b> | <b>&lt;-100%</b> |
| Add back non cash items:   |                    |                    |                    |                  |                    |                    |                  |
| Depreciation Expense       | 76,068             | -                  | 76,068             | 100%             | 90,161             | (14,093)           | -16%             |
| Bad Debt Expense           | -                  | -                  | -                  | 0%               | -                  | -                  | 0%               |



### III. Procurement

#### A. Solicitation(s) Issued in January 2025:

- Solicitation No. IFB-CMB-01-2025  
Furnish Labor and Materials for Site and Building Improvements at Kaimalino Under Asset Management Project 43 on Hawaii Island, HPHA Job No. 21-003-132  
*Bid Due Date:* February 10, 2025
- Solicitation No. IFB-CMS-05-2025  
Provide Operation and Maintenance Services to Individual Wastewater Systems at Various Low Income Public Housing Properties Under Asset Management Project 38 on Kauai and Asset Management Project 37, 43, and 46 on Hawaii Island  
*Bid Due Date:* February 19, 2025
- Solicitation No. IFB-CMB-03-2025  
Furnish Labor, Material, and Equipment for Burned Unit Repairs at Makua Alii and Security Improvements at AMP 34 on Oahu, HPHA Job No. 21-012-112  
*Bid Due Date:* February 20, 2025
- Solicitation No. IFB-CMB-01-2025  
Furnish Labor, Material, and Equipment for Fire Alarm System Upgrade at Punchbowl Homes Under AMP 35 on Oahu, HPHA Job No. 24-028-011  
*Bid Due Date:* February 24, 2025

#### B. Contract(s) Executed in January 2025:

1. Artistic Builder Corporation
  - *Contract No.:* CMS 25-01
  - *Purpose:* Provide Labor, Material, and Equipment for Repair of 15 Vacant Units at Hale Hoonanea, Kekaha Haaheo, Eleele Homes, Kawailehua – Federal, Kawailehua – State, Kapaa and Hale Nani Kai O Kea (AMP 38) on Kauai
  - *Completion Date:* 120 Calendar Days from Notice to Proceed
  - *Total Contract Amount:* \$1,128,180.42
2. T. Iida Contracting, Ltd.
  - *Contract No.:* CMS 25-02
  - *Purpose:* Provide Labor, Material and Equipment for Repair of 12 Vacant Units at Puuwai Momi (AMP 30) on Oahu
  - *Completion Date:* 90 Calendar Days from Notice to Proceed
  - *Total Contract Amount:* \$798,000.00

3. Coastal Construction Co., Inc.
  - *Contract No.:* CMS 25-03
  - *Purpose:* Provide Labor, Material and Equipment for Repair of 8 Vacant Units at Kalihi Valley Homes (AMP 31) on Oahu
  - *Completion Date:* 90 Calendar Days from Notice to Proceed
  - *Total Contract Amount:* \$470,300.00
  
4. Amethyst Builders, LLC
  - *Contract No.:* CMS 25-04
  - *Purpose:* Provide Labor, Material and Equipment for Repair of 17 Vacant Units at Makua Alii (AMP 34) on Oahu
  - *Completion Date:* 120 Calendar Days from Notice to Proceed
  - *Total Contract Amount:* \$1,291,715.00
  
5. Brown and Caldwell & Subs dba Brown and Caldwell
  - *Contract No.:* CMS 19-18-SC04
  - *Purpose:* No-Cost Time Extension of 180 Calendar Days to Continue to Provide Design and Consultant Services for Upgrade to Emergency Generators at Kalakaua Homes, Makua Alii, Paoakalani (AMP 34), Kalanihuia, Punchbowl Homes (AMP 35), Hale Poai, Kamalu, Hoolulu, and Laiola (MU 42) on Oahu
  - *End Date:* July 25, 2025
  - *Supplemental Amount:* n/a
  - *Total Contract Amount:* \$540,388.00
  
6. Honolulu Disposal Service, Inc.
  - *Contract No.:* PMB 23-05-SC02
  - *Purpose:* Increase Compensation for Refuse Collection Services at Kalihi Valley Homes and Puahala Homes (AMP 31) on Oahu
  - *End Date:* June 30, 2025
  - *Supplemental Amount:* \$2,599.88
  - *Total Contract Amount:* \$783,614.92
  
7. Du & Associates, Inc.
  - *Contract No.:* SPB 25-01
  - *Purpose:* Provision of Section 8 Performance-Based Contract Administration Services
  - *End Date:* January 31, 2026
  - *Total Contract Amount:* \$1,428,000.00
  
8. Catholic Charities Hawaii
  - *Contract No.:* SPB 24-01-SC02
  - *Purpose:* No-Cost Time Extension of 12 Months to Continue Administration of the 2023 Special Rent Supplement Program with Kupuna

- *End Date:* June 30, 2026
- *Supplemental Amount:* n/a
- Total Contract Amount:*

C. Planned Solicitation and Contract Activities for February / March 2025

*Upcoming Solicitations:*

- *Request for Quotes:* Stairway Fire Damage Remediation Services at AMP 35 on Oahu
- *Request for Quotes:* Tree Trimming Services for AMP 38 on Kauai
- *Request for Quotes:* Fence Repair Services at AMP 39 on Maui
- *Request for Quotes:* Towing Services for the HPHA Administrative Offices on Oahu
- *Invitation for Bids:* Quality Control Service Review of Tenant Income Recertification Files for the Low-Income Public Housing and Section 8 Housing Choice Voucher Programs
- *Invitation for Bids:* Preventive Maintenance and Repair Services to Elevators at MU 42 on Oahu
- *Invitation for Bids:* Security Services for AMP 31 and the HPHA Administrative Offices on Oahu
- *Invitation for Bids:* Security Services for AMP 31, AMP 32, and AMP 35 on Oahu
- *Request for Proposals:* Property Management and Maintenance Services for the Ka Hale O Kamehaikana Community Resource Center on Oahu

Planned Contracts:

Execute New/Supplemental Contracts for various services on an ongoing basis as determined necessary and in the best interest of the State. Contract extensions may include services such as property management, preventive maintenance, security, refuse collection, and custodial services.

#### IV. Development

A. Kuhio Park Terrace Low-Rises and Kuhio Homes Redevelopment

- Building Permits:

Permits have been approved and will be issued shortly.

- Architecture and Construction:

General Contractor (GC) issued construction pricing for the Issued for Construction set on 11/26/2024 (validating the original pricing).

- Agreements

Michaels continues to work with HPHA to finalize the following agreements. Disposition and Development Agreement in final negotiations – still working towards concurrence. Ground Lease in final negotiations – still working towards concurrence. Use Agreement – updated in the current form – under review. Condo Regime Documents – going through edits to account for HUD requirements.

#### B. School Street Elderly Housing Redevelopment

The tower crane was erected in early January and vertical construction began shortly thereafter. No delay in construction or cost overruns are currently anticipated. Grading and foundation work continues, and vertical construction has begun.

#### C. Ka Lei Momi

- Mayor Wright Homes is preparing to reapply for LIHTC for Tower 1A. Mayor Wright Homes' working drawings continue. A Highrise Waiver Request was submitted to HUD on 12/6/24 and is currently under review. The architectural team has finalized the Schematic Design drawings based on HUD's comments. The Mayor Wright Homes Design Development drawings are projected to be completed in Q2 2025 for Tower 1A with Tower1B following 4-6 weeks behind 1A.
- Kapaa Homes awaits a financing award from HHFDC. Kapaa Homes' architectural team submitted Schematic Drawings for HUD architectural review on December 9th, 2024.
- Kaahumanu Homes and Lanakila Homes are considered the second phase of redevelopment under Ka Lei Momi. For Kaahumanu Homes' 201H application the HHFDC For-Action was approved on 12/12/2024 and is being transmitted to DPP, with entitlement approval anticipated on January 30th. Concurrently, the 201H application comment period for Lanakila Homes ended on 12/8/24, with a For-Action approval from HHFDC still targeted for 1/9/2025 and Hawaii County Planning Department approval on 2/7/25.
- Additional planning and due diligence are ongoing for other Ka Lei Momi sites.

## V. Property Management and Maintenance Services Branch

In January, HPHA managed 14 move-ins and 19 move-outs across its properties. Throughout the month, HPHA completed 338 annual reexaminations, 153 interim reexaminations, and facilitated 10 new admissions for tenants, ensuring efficient operations and compliance with occupancy standards.

### A. REAC Inspections

Six Asset Management Projects (AMPs) are scheduled for inspections in January and February 2025 by Real Estate Assessment Center (REAC) under the National Standards for the Physical Inspection of Real Estate (NSPIRE) protocol. These inspections are essential to ensure that properties meet federal standards for health, safety, and maintenance.

Although HPHA was last inspected during the months of June – October 2024, HUD has scheduled HPHA's next round of inspections starting in March 2025.

### B. Contract Monitoring

HPHA completed 7 site visits for contract monitoring relating to refuse collection and 6 site visits for security services. HPHA continues to refine its contract-monitoring programs and increase on-site monitoring for services, including laundry services, property management, maintenance and resident services, and elevator maintenance services. The branch monitoring is used to supplement AMP monitoring of contracted services.

### C. Vacant Unit Contracts

As of January 2025, contracts for 86 vacant units had been completed.

### D. Hearings

November 2024 Summary: The HPHA held three (3) Federal eviction hearings. One (1) hearing resulted in an eviction, with two (2) being continued. No State eviction hearings were held.

#### 1. Eviction Hearings

HPHA held three (3) Federal eviction hearings. All three (3) were for non-rent related violations. One (1) hearing resulted in an eviction, with two (2) being continued.

2. Section 8 Informal Hearings

HPHA held one (1) Section 8 informal hearing. The case involved a participant contesting her eviction and subsequent termination from the Section 8 program. The decision is still pending.

3. Appeals

No new appeals were filed, though two (2) previous appeals remain pending. The cases involve unauthorized occupants committing crimes on property, with appeals ongoing.

4. Other Activities

A Writ of Possession was executed in one (1) case, where the evicted tenant caused property damage, disturbed other residents, and openly displayed drug paraphernalia.

## VI. Construction Management

### A. Program Activities and Major Projects

1. Vacant Units Undergoing Modernization

- Total Units: 271 vacant units are under the Construction Management Branch as of January 31, 2025, including 44 state units and 227 federal units.
- Breakdown by County:
  - O'ahu: 194 units (122 EP vacant units)
  - Maui: 43 units (0 EP vacant units, 43 casualty loss)
  - Hawai'i: 19 units (11 EP vacant units)
  - Kaua'i: 15 unit (15 EP vacant units)
- Units designated under the Emergency Proclamation (EP) are actively under construction across Oahu, Kauai, Molokai, and Hawaii. A fourth phase is now getting into contract while a fifth phase of vacant units are currently being scoped and getting into contract.

2. State Elderly Projects (MU 42)

Hale Po'ai – Site and Building Improvements: Phases 5 and 6 are complete. Work has started on Phase 7.

### 3. O'ahu Projects:

- AMP 30: The Emergency Proclamation vacant unit repairs are ongoing; the Waipahu I & II building improvements and security upgrades contract has been awarded and sent to the contractor for execution.
- AMP 31: Kalihi Valley Homes (KVH), and Puahala Homes: Projects include the next phase of a major modernization at both sites, separate contracts for the demolition of the Community Center at KVH, the perimeter fencing, roof replacements, and vacant unit repairs under the Emergency Proclamation are being executed and are ongoing.
- AMP 33: vacant units under the Emergency Proclamation are ongoing with another group about to be scoped and put into contract.
- AMP 34: Security improvements permit review completed and approved to issue. Invitation for Bids has been posted with the bid opening scheduled for February 20, 2025; vacant units under Phase 3 of the Emergency Proclamation have been completed and Phase 4 has been executed. A pre-construction meeting is being set up for February and a Notice to Proceed (NTP) date established.
- AMP 35: The Invitation for Bid was posted for an electrical upgrade and Fire Alarm replacement for Punchbowl Homes. The pre-construction meeting is set for February 6, 2025, with a bid opening scheduled for February 24, 2025, to meet the Federal obligation deadline of May 11, 2025.
- AMP 50: Palolo Valley Homes Major Modernization, Phase 4 modernization, (Buildings 1, 2, 7, 8, and 9), 29 units, are ongoing. The first construction phase, buildings 7 and 8, are estimated to be complete in May 2025; Phase 5 modernization (Buildings 3, 4, 5, and 6), 24 units are pending construction contract award.
- Other Sites: Various fire alarm, ADA, infrastructure upgrades and structural improvements are ongoing at locations such as Kamalu Ho'olulu, Pumehana, Waimaha/Sunflower, Wahiawa Terrace, and Ho'okipa Kahalu'u.

### 4. Hawai'i County Projects

- Hale Aloha O Puna and Pomaika'i Improvements: Adjustments to propane tank specifications and relocation of the trash enclosure are in progress to comply with fire safety standards. One-hour firewall between units are under review due to plumbing and electrical conflicts and the County Building



Department inspection. Conflicts have generated delays. The Contractor has submitted a formal Notification of Delay/Suspension of Work.

- Kaimalino Site and Accessibility Upgrades: The Invitation for Bid was posted on January 9, 2025. The pre-construction meeting was held on January 17, 2025. The bids are due on February 7, 2025.

#### 5. Maui County Projects

- Environmental Review: The Draft Environmental Assessment for Pi'ilani Homes and David Malo Circle have been submitted to HEROS, the HUD Environmental Review Online System for review and approval by the Governor.
- David Malo Circle and Pi'ilani Homes Demolition: The contract for the contractor is being executed to demolish the standing buildings not demolished by FEMA at Pi'ilani Homes and to apply a weed inhibiting mesh over both sites utilizing the Emergency Proclamation Relating to Wildfires.
- Kahekili Terrace Utility Improvements: Supplemental Contract to replace all the obsolete panels is being executed.
- Kahale Mua (State): The contract for the utility improvements has been awarded and is executed. Materials are being ordered for a June start date.

#### 6. Kaua'i County Projects

- AMP 38: Phase 4 of the Emergency Proclamation vacant units has been executed
- 'Ele'ele Building and Site Improvements: HPHA is currently negotiating with the consultant on a proposal to address the additional deterioration of the sewer lines that will need to be included in the drawings.

### B. State Capital Improvement Projects (CIP) & Federal Capital Fund Program (CFP), Training, Staffing and other Activities

1. State Capital Improvement Program (CIP): HPHA is aggressively working to contract 85 vacant units under 7 Emergency Proclamation, EP, contracts funded with cash funds with a June 30, 2025, encumbrance deadline, as well as scoping and contracting another 53 EP vacant units in anticipation of the current EP being suspended before it sunsets on February 4, 2025. HPHA is also working toward encumbering all bond funds for the biennium encumbrance deadline of June 30, 2026.

2. Federal Capital Fund Program (CFP): HPHA is still in the process of executing one construction contract and 3 design contracts to meet the federal obligation deadline of fully executed contracts by February 16, 2025, for the CFP 733, 2023 grant. HPHA has posted 3 bids in in January and working toward executing 3 design contracts to meet the federal obligation deadline of fully executed contracts by of May 11, 2025, for the CFP 732, 2022 grant. The 5 Year Action Plan is being updated in the HUD, Department of Housing and Urban Development’s online EPIC (Energy and Performance Maintenance Center) reporting for approval by HUD. Once approved in EPIC, it will come to the Board for Approval to go out for Public Comment and for final Board Approval.

**VII. Section 8 Subsidy Program**

- A. HPHA manages the Housing Choice Voucher Program (HCV), Project Based Voucher Program, Veteran’s Affairs Supportive Housing (VASH), Non-Elderly Disabled Vouchers (NED), Mainstream Vouchers (MS), Performance Based Contract Administration (PBCA), State Rent Supplement Program (RSP) and Family Self-Sufficiency (FSS) Program.

HPHA expended a total of \$5,069,116 in housing assistance payments (HAP) to private landlords on behalf of 3,307 voucher holders; including 468 VASH families assisted with \$441,841 in housing assistance payments.

HPHA leased a total of 237 vouchers for Mainstream, EHV and Port-Ins, and paid \$309,692 for housing assistance payments for these programs.

- B. HPHA continues to process late tenant certifications due to staffing constraints, but progress is being made. New hires are in training, and we are working diligently to complete certifications as efficiently as possible while ensuring no tenants are adversely affected.
- C. Inspections update:

| <b>January 2025</b>   |            |
|---|------------|
| Housing Quality Standards (HQS) Inspections                 | 219        |
| HQS Inspections Failed                                      | 115        |
| Quality Control Inspections                                 | 0          |
| <b>Total Inspection completed from 1/1/2025 – 1/24/2054</b> | <b>219</b> |
| Total Rent comparable requests received                     | 107        |

|          |    |
|----------|----|
| Approved | 97 |
| Denied   | 10 |

Landlords are provided 30 days to correct failed items during the annual inspection. Failed items are generally easy to fix. Historically, failed inspections have not been a cause for landlords to end program participation. Landlords have reported positive feedback to inspections as tenants do not always properly report issues with the unit.

D. Family Self-Sufficiency (FSS) Program:

The FSS Program continues to offer employment case management, resources, and escrow savings to its 28 active participants through the month of January 2025. The current total number of Section 8 graduates is 161, and the total number of LIPH graduates is 32 since the program's inception. Currently, there are 8 of the 24 Section 8 participants and 1 of 4 LIPH participants eligible to receive monthly escrow credits. The total monthly escrow deposits for January 2025 totaled \$4,913.

E. Rent Supplement Program (RSP):

RSP made a payment of \$83,928 to 179 Families. New lease ups for transfers and late ARs were paid \$5,538. Actual payment for January 2025 were \$78,390 for 171 Families.

**VIII. Compliance Office**

A. Program Activities for January 2024

HPHA is actively reviewing its programs to ensure alignment with Federal and State requirements, as well as agency and Board policies and procedures.

- Tenant Accommodation Requests:

HPHA continues to review and process tenant requests and inquiries for reasonable accommodations and modifications under the Fair Housing Act and Section 504 of the Rehabilitation Act. These requests include:

- Installation of air conditioning
- Approval of a live-in aide
- Transfers to accessible or ground-floor units
- Approval for assistance animals
- Other modifications as requested

- Fair Housing Queries:

HPHA receives and responds to questions and complaints related to Fair Housing, ensuring tenant concerns are addressed in compliance with applicable regulations.

- Document and Process Evaluation:

Forms used for processing reasonable accommodation and modification requests are under ongoing evaluation to improve efficiency and compliance.

- Construction Report Reviews:

Construction reports are reviewed to identify and address any ADA or compliance-related issues.

- Declaration of Trust Documentation:

HPHA continues to document and record Declarations of Trust as part of its property management responsibilities.

These efforts focus on maintaining compliance, supporting tenant needs, and enhancing agency processes.

## **IX. Human Resources**

- A. Staffing Summary
  - Filled Positions (FTW): 287
  - Tenant Aide Program: 16
  - Vacancies: 97

- B. Program Activities

- 1. Recruitment

HPHA conducted interviews and made hiring decisions across multiple positions, including Development Specialist, Housing Compliance & Evaluation Specialist, Housing Development Specialist, Resident Services Program Specialist, Public Housing Supervisor IV, Public Housing Supervisor III, Social Service Assistant IV, Account Clerk IV and II, Building Maintenance Worker I, Building Maintenance Helper, General Laborer I.

2. Training Programs

HPHA conducted various training sessions for staff, including AHERA Contractor/Supervisor Refresher, Front-Burner Fair Housing Training.

3. Career Development

The Human Resources Office will join [ihire.com](https://www.ihire.com) to post various management and specialized positions such as Redevelopment Officer, Project Engineer and Housing Public Supervisor IV. The HR office participated in the DHRD Skilled Bridge Program meeting, in which the State of Hawaii is a participating industry partner with the U.S. Department of Defense SkillBridge Program. Each year approximately 10,000 members of the U.S. Armed Forces will leave active duty from Hawaii's duty station. This is a unique collaboration between participating state agencies and military service members beginning their transition to re-enter civilian life and the workforce. Services members can be granted up to 180 days of permissive duty to focus solely on training full-time with state agencies. This is like an internship program and paid by DOD. HPHA may explore this program soon for various positions such as Account Clerk III, II, Office Assistants and Building Maintenance Worker Is. These are positions that have been on continuous recruitment due to difficulty in recruitment and retirement.

4. Legislative Request

The agency submitted a request to convert a total of 90 temporary, exempt and permanent positions to convert from federal funds to revolving funds. These are central offices positions that support the branches and programs.

5. Workers Compensation

The Human Resources Office completed and audited the OSHA 300 Forms which are required by OSHA to post all injuries/illness reported in 2024.

HPHA recorded two (2) injury incidents from AMP 31 – one resulting in eleven (11) days of lost time and the other with no lost time. One (1) injury incident from AMP 34 resulting in twelve (12) days lost time. One injury incident from AMP 35 resulting in two (2) days lost time.