HAWAII PUBLIC HOUSING AUTHORITY
NOTICE OF
BOARD OF DIRECTORS MEETING
1002 North School Street, Building A
Honolulu, Hawaii 96817
Thursday, October 16, 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=NHIyWkVKYkw1Y3puRlFOZzFmYTNXUT09
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. Written testimony should indicate the relevant agenda item. Submit written testimony via email to 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 and shall only accept oral testimony related to items on the agenda.

Individuals may submit oral testimony during the meeting by sending an email request to rochelle.k.kepaa@hawaii.gov no later than Tuesday, October 14, 2025, or by using the “Raise Hand” feature in Zoom, or by simply announcing/identifying themselves when the item they want to testify about during the public testimony portion of the meeting is opened. 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. APPROVAL OF MINUTES

Annual Meeting Minutes, August 28, 2025
Regular Meeting Minutes, August 28, 2025
Regular Meeting Minutes, September 11, 2025

III. DISCUSSION AND/OR DECISION MAKING

A. To: **(1)** Approve the Hawaii Public Housing Authority’s Amended Moving to Work Supplement for Fiscal Year 2026; **(2)** Approve Board Resolution No. 25-05 Approving the Hawaii Public Housing Authority’s Amended Public

Housing Agency Plan for Fiscal Year 2026 and Amended Moving To Work Supplement for Fiscal Year 2026; and **(3)** Authorize the Executive Director to Take the Required Actions to Submit the Amended Moving to Work Supplement for Fiscal Year 2026 and Board Resolution No. 25-05 to the U.S. Department of Housing and Urban Development

B. To: Approve Resolution No. 25-06 Authorizing the Executive Director or His Designee to Prepare, Execute, and Submit a Disposition Application (HUD Forms 52860 and 52860-A) to the U.S. Department of Housing and Urban Development's (HUD) Special Applications Center (SAC) for the Kapaa Homes Redevelopment (Redevelopment), Located in Kapaa, Hawaii, (TMK Nos. (4) 4-5-015:007, (4) 4-5-015-038 and (4) 4-5-015-042)

(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 related to this motion.)

C. To: **(1)** Adopt Payment Standards for the Hawaii Public Housing Authority's (HPHA) Section 8 Housing Choice Voucher Program for Oahu Zip Codes Where the U.S. Department of Housing and Urban Development (HUD) Has Required the Use of Small Area Fair Market Rent (SAFMR) Effective January 1, 2026; and **(2)** Authorize the Executive Director to Implement the Payment Standards, Including Making Adjustments to the Payment Standards Between 90% and 110% Based on Projected Housing Assistance Funding Shortfall and Allowable HUD Waivers with Adequate Notice to Program Participants and Subject to HUD Approval

IV. REPORTS

A. Executive Director's Report:

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

- Update on Redevelopment Projects, including School Street Elderly Housing Redevelopment, Ka Lei Momi, and Kuhio Park Terrace/Kuhio Homes Redevelopment
- Section 8 Subsidy Programs Lease-up Rates

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 attorney 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 II, a written description and narrative discussion of each item and supporting documents listed under item III, and the monthly Executive Director's report listed under item IV, for this meeting are available for inspection on the HPHA's website: https://hpha.hawaii.gov/about-the-hpha/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. Kanoe Kepaa by telephone at (808) 832-4694 or by email at 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, October 14, 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 ANNUAL MEETING
HELD AT 1002 N. SCHOOL STREET, BUILDING A,
HONOLULU, HAWAII 96817
ON THURSDAY, AUGUST 28, 2025
IN THE COUNTY OF HONOLULU, STATE OF HAWAII

The Board of Directors of the Hawaii Public Housing Authority held their Annual Board Meeting at 1002 North School Street, on Thursday, August 28, 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.

At approximately 9:06 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: (Via Zoom)	Director Robert Hall, Chairperson Director Betty Lou Larson, Vice Chairperson Director Susan Kunz, Secretary Designee Joseph H. Campos, II Director Lisa Anne Darcy Director Christyl Nagao Director Todd Taniguchi
	Deputy Attorney General Linda Chow Deputy Attorney General Klemen Urbanc Deputy Attorney General Chase Suzumoto
EXCUSED:	Director Roy Katsuda Director Scott Glenn
STAFF PRESENT: (Via Zoom)	Hakim Ouansafi, Executive Director Barbara Arashiro, Executive Assistant Bennett Liu, Chief Financial Officer Ryan Akamine, Chief Compliance Officer Rick Sogawa, Contracts and Procurement Officer Benjamin Park, Chief Planner Carson Schultz, Redevelopment Officer Dale Fujimoto, Property Mgt & Maint Services Branch Chief

Jennifer Weber, Section 8 Subsidy Program Chief
Shirley Befitel, Human Resources & Safety Officer
Nelson Lee, Systems Analyst Supervisor
Dallis Ontiveros, Housing Information Officer
Angela Nabua, Secretary
Kanoe Kepaa, Secretary

OTHERS PRESENT (via Zoom/teleconference):
Anna Matsunaga, Senator Hashimoto's Office
Casey Shoji, Senator Chang's Office
Laurie Thorson, Section 8 Participant
Lenda Tominiko, Kuhio Park Terrace Low-Rise Resident
Shontel Jones, Ho'opono Services for the Blind
Des

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 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.

There was no written public testimony submitted or given.

Election of Chairperson

Chairperson Hall stated that the Board would accept public testimony on the election of the Chairperson.

Laurie Thorson, Section 8 participant, stated that the Board of Directors is missing a member who should be a recipient of the Section 8 program and inquired if this would be considered at today's meeting.

Chairperson Hall noted Ms. Thorson's comment.

Chairperson Hall requested nominations for Chairperson for the Board of Directors.

Director Campos nominated Director Robert Hall as Chairperson, noting that given the ongoing development projects, it would benefit the Board to maintain continuity in leadership.

Director Taniguchi expressed support for the principle of continuity. He noted his appreciation for Director Hall's experience and the calm presence he brings to meetings, which he felt was valuable to both the Board and staff. He seconded the nomination, citing both technical and leadership capabilities.

Director Darcy concurred with the comments of Directors Campos and Taniguchi. She added that Director Hall has demonstrated strong leadership and expressed strong support for his nomination.

Chairperson Hall accepted the nomination. Nominations were closed.

Director Robert Hall was unanimously elected as Chairperson.

Election of Vice Chairperson

Chairperson Hall stated that the Board would accept public testimony on the election of the Vice Chairperson. No public testimony was given.

Chairperson Hall requested nominations for Vice Chairperson for the Board of Directors.

Director Darcy nominated Director Larson as Vice Chairperson. She noted that Director Larson is highly knowledgeable, thoughtful, and possesses an exceptional skill set, which would be valuable should the Chairperson be unable to perform their duties.

Director Campos concurred with Director Darcy.

Director Taniguchi expressed support for the nomination, noting that Director Larson has demonstrated both the capability and capacity required for the role. He also highlighted her consistent consideration of residents' perspectives when evaluating programs, which he viewed as a strong complement to her leadership approach.

Director Hall stated that Director Larson has been a long-time advocate for housing. He expressed appreciation for her sincerity and dedication to a challenging cause. He commended her for consistently bringing valuable perspective to the Board's discussions and noted that she brings balance to any Board.

Director Larson accepted the nomination. Nominations were closed.

Director Betty Lou Larson was unanimously elected as Vice Chairperson.

Election of Secretary

Chairperson Hall stated that the Board would accept public testimony on the election of the Secretary. No public testimony was given.

Chairperson Hall requested nominations for Secretary for the Board of Directors.

Director Larson nominated Director Kunz as Secretary. Director Kunz accepted the nomination. Nominations were closed.

Director Larson stated that it is beneficial to have representation from the neighbor islands in Board leadership. She noted that Director Kunz has demonstrated a strong commitment to addressing issues on her island and provides valuable input from the neighbor island perspective.

Director Hall concurred with Director Larson. He added that Director Kunz brings a sense of calm that has been helpful to him and other Board members. He also thanked her for her many years of service to HPHA and other agencies.

Director Susan Kunz was unanimously elected as Secretary.

(End of Section)

Director Darcy moved,

To Adjourn the Meeting

The motion was unanimously approved.

The meeting was adjourned at approximately 9:20 a.m.

MINUTES CERTIFICATION FOR AUGUST 28, 2025

Minutes Prepared by:

____

Rochelle Kanoe Kepaa Date
Secretary to the Board

Approved by the Hawaii Public Housing Authority Board of Directors at their Regular Meeting on October 16, 2025 [ ] As Presented [ ] As Amended

____

Director Susan Kunz Date
Board Secretary

HAWAII PUBLIC HOUSING AUTHORITY
MINUTES OF THE REGULAR MEETING
HELD AT 1002 NORTH SCHOOL STREET, BUILDING A
HONOLULU, HAWAII 96817
ON THURSDAY, AUGUST 28, 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, August 28, 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 9:33 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: (Via Zoom)	Director Robert Hall, Chairperson Director Betty Lou Larson, Vice Chairperson Director Susan Kunz, Secretary Designee Joseph H. Campos, II Director Lisa Anne Darcy Director Christyl Nagao Director Todd Taniguchi
	Deputy Attorney General Linda Chow Deputy Attorney General Klemen Urbanc Deputy Attorney General Chase Suzumoto
EXCUSED:	Director Roy Katsuda Director Scott Glenn
STAFF PRESENT: (Via Zoom)	Hakim Ouansafi, Executive Director Barbara Arashiro, Executive Assistant Ryan Akamine, Chief Compliance Officer Bennett Liu, Chief Financial Officer

Benjamin Park, Chief Planner
Rick Sogawa, Contracts & Procurement Officer
Becky Choi, State Housing Development Administrator
Carson Schultz, Redevelopment Officer
Dale Fujimoto, Property Mgt & Maint Services Branch Chief
Shirley Befitel, Human Resources & Safety Officer
Jennifer Weber, Section 8 Subsidy Program Chief
Nelson Lee, Systems Analyst Supervisor
Dallis Ontiveros, Housing Information Officer
Angela Nabua, Secretary
Kanoe Kepaa, Secretary

OTHERS PRESENT (via Zoom/teleconference):
Anna Matsunaga, Senator Hashimoto's Office
Casey Shoji, Senator Chang's Office
David Donald
George Stibbard
Laurie Thorson, Section 8 Participant
Lenda Tominiko, Kuhio Park Terrace Low-Rise Resident
Shontel Jones, Ho'opono Services for the Blind
Des

Approval of Minutes

Director Campos moved,

To Approve the Regular Meeting Minutes of June 19, 2025

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

Laurie Thorson, Section 8 Participant asked if the Board members received her written testimony and read her testimony as submitted

Chairperson Hall confirmed that the Board members received Ms. Thorson's written testimony.

Deputy Attorney General Klemen Urbanc asked Ms. Thorson to identify how her testimony was related to the approval of the minutes of the June 19, 2025, Board meeting.

Ms. Thorson stated that the minutes cannot be approved until the Board knows the status of HPHA. She informed the Board that all she was doing was providing an update.

Chairperson Hall allowed Ms. Thorson to continue.

Chairperson Hall requested an update from the Attorney General's office regarding the legal matters related to Ms. Thorson's complaint.

Attorney General Chase Suzumoto reported that in Ms. Thorson's appeal to the Ninth Circuit, all briefs have been filed. The Board was informed that the case is awaiting a decision from the Ninth Circuit. The briefs are available as part of Ms. Thorson's August 28, 2025, written testimony for reference.

Director Darcy expressed her appreciation for the quality of the minutes.

No questions or comments were made by the Board.

The minutes were approved as presented.

<u>Discussion and Decision Making</u>

Director Taniguchi moved,

To: (1) Reappoint Mr. Earl Mente to the Hawaii Public Housing Authority's (HPHA) Federal Eviction Board as a Board Member, for a Four-Year Term Beginning August 1, 2025, and Ending July 31, 2029; and (2) Reappoint Ms. Joyce Nakamura to the HPHA Federal Eviction Board as a Board Member, for a Four-Year Term Beginning August 1, 2025, and Ending July 31, 2029

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

Executive Director Ouansafi reported that HPHA is requesting Board approval to reappoint two (2) long-serving members of the Federal Eviction Board for four-year terms, beginning August 1, 2025 through July 31, 2029. He provided a brief background of both appointees. Executive Director Ouansafi stated that both Mr. Mente and Ms. Nakamura have been instrumental in ensuring due process for tenants during eviction hearings and bring decades of professional and board experience. Their continued service will help HPHA maintain consistency, fairness, and efficiency in the hearing process. Key details were included in the Board packet.

Chairperson Hall thanked the members for their continued volunteer service, acknowledging their time, dedication, and contributions to the Board.

The motion was unanimously approved.

Director Darcy moved,

> **To Appoint: (1) Mr. David Donald; Ms. Kasandra Shriver, Ms. Suzanne Burnett, Ms. Lisa Nakamura, Ms. Charmaine Doran, Ms. Ebonee Barbadillo, Ms. Sybil Stevenson, and Ms. Sandra Young to the Hawaii Public Housing Authority's (HPHA) Federal Eviction Board as new Board Members, for a Four-Year Term Beginning September 1, 2025, and Ending August 31, 2029; and (2) Mr. William Wynhoff, Mr. George Stibbard, Ms. Sylvia "Elsie" Foster, and Ms. Erin Jong to the HPHA's State Eviction Board as new Board Members, for a Four-Year Term Beginning September 1, 2025, and Ending August 31, 2029**

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

Chairperson Hall and Executive Director Ouansafi acknowledged that nominees, Mr. David Donald and Mr. George Stibbard, were participating in the Zoom meeting.

Executive Director Ouansafi reported that HPHA is requesting Board approval to appoint twelve (12) new members to its Eviction Boards for four-year terms from September 1, 2025 through August 31, 2029. Executive Director Ouansafi provided a brief background on each appointee. He stated that the Eviction Boards provide fair and impartial due process hearings for tenants facing lease termination. Recruiting new members ensures HPHA maintains quorum, avoids cancelled hearings, and brings in diverse expertise from law, real estate, finance, and public administration. Key details were included in the Board packet. Executive Director Ouansafi expressed his gratitude to the new appointees for their support of HPHA and the community.

Director Darcy asked the nominees to share why they accepted the nomination.

Mr. Donnell stated that his experience mediating eviction proceedings and his background as a lawyer and law professor have highlighted the importance of fair decision-making in housing matters. He expressed that serving on the Eviction Board would be a valuable opportunity to contribute his expertise to this critical issue.

Mr. Stibbert stated that his experience as a property owner and his understanding of diverse tenant-landlord perspectives motivated him to seek a role on the Eviction Board to help ensure fair treatment in eviction cases.

Chairperson Hall thanked the new Eviction Board nominees for their time, effort, and expertise. He acknowledged the seriousness of eviction decisions and expressed reassurance that their expertise will help ensure fair and responsible outcomes aligned with the agency's mission to provide housing. He welcomed their guidance and commitment to this important and challenging role.

> **The motion was unanimously approved.**

Executive Director’s Report

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

Laurie Thorson shared her interpretation of HPHA financials and HUD data. She raised concerns about inconsistencies in reported balances. Her written testimony is attached.

Lenda Tominiko, Kuhio Park Terrace Low-Rise resident inquired about fumigation prior to building demolition to prevent infestation of rats and roaches in neighboring units. She also clarified that she and June Talia are not involved in a lawsuit filed by KPLR tenants against HPHA. Additionally, she inquired whether the curfew enforcement at KPT would be reinstated due to late-night loitering and disturbances.

Shontel Jones, Ho’opono Services for the Blind (Ho’opono), Blind Vendor in the KPT Resource Center raised concerns regarding the kitchen located downstairs, which she has been inquiring about for the past five years. She has received mixed responses about opening the kitchen, which has been unused for over 10 years, despite discussions with HPHA and her work with Ho'opono. She also stated that Ho’opono would provide funding for renovations to the part of the kitchen she would use. She mentioned ongoing issues with Michaels, the current property manager, not cooperating on the management of soda machines, as they claim not to be governed by the Randolph-Shepherd law.

Chairperson Hall acknowledged their comments and stated that this forum is not intended for immediate responses. He continued to state that the HPHA administration has received the concerns, and the Board will rely on them to address the specific questions related to operations.

Executive Director Ouansafi reported on the following:

- HPHA and Hawaiian Telcom launched broadband upgrades at all public housing properties under the State’s Connect Kakou initiative.
- With regards to Kuhio Park Low Rises, building permits have been issued; all tenants have been relocated as of August 5, 2025. Contracts are being finalized, and financial closing is targeted for mid-September.
- The School Street Elderly Housing’s vertical construction is over 37% complete and is scheduled to finish on budget and on time.
- Mayor Wright Homes Tower 1A financing application was resubmitted, and the Section 18 application is under HUD review. Phase 1A permits have been submitted to the City and Phase 1B permits are scheduled for October. With regards to Kapaa Homes, the design work is 50% complete, civil permits are expected in October with full permits by year-end.
- Kaahumanu Homes and Lanakila Homes Phase 1 financing applications have been submitted. The federal NEPA reviews are on track for Q4 2025 and Q1 2026. Additionally, master planning was launched for additional sites at Kekaha Haaheo, Hale Nana Kai Okea, Lokahi, and Hale Olaola.

- Executive Director Ouansafi reported that there are 373 units under modernization, including 226 EP units a large number of which are being retrofitted with grab bars and accessible shower to support aging in place.
- HPHA will start combining two- and three-bedroom units in some state properties to create larger units to better serve our tenants by providing housing options.
- Property Management had 17 move-ins, 31 move-outs, completed 421 annual re-examinations, and over 1,000 interim re-examinations, and 9 new admissions processed. There were 18 site visits conducted.
- Executive Director Ouansafi encouraged the public to review the HUD presentation by Mr. Jesse Wu, highlighting the distinction between voucher authority and budget authority. As explained in the presentation, not all vouchers are fully funded by HUD. Reviewing the presentation may help clarify any confusion regarding the program.
- Executive Director Ouansafi reported expenditures of approximately $5 million in housing assistance, covering about 3,100 vouchers. He continued to state that 229 inspections were completed and HPHA has assisted 196 families through the Rent Supplement Program (RSP). Executive Director Ouansafi added that all this work continues to get accomplished even with over 90 staff vacancies.

Director Larson inquired if there were any potential federal funding impacts on programs due to activity on the federal level.

Executive Director Ouansafi expressed concern over a recent Washington Post article reporting that HUD may soon require all public housing agencies to submit information on non-citizen residents within 30 days. He stated no formal notice has been received, but the situation is being monitored closely. All tenants continue to receive assistance. There is also concern about a potential two-year limit on subsidies for public housing, but nothing official has been issued.

Director Larson asked about the high per-unit renovation cost for long-term housing projects on the neighbor islands.

Director Ouansafi emphasized HPHA's obligation is to provide safe, decent, and sanitary housing for all tenants, which requires ongoing renovation and remodeling. Renovation costs typically start around $90,000 per unit but can be higher, especially for ADA conversions, which also require accessible routes and parking. Costs vary based on the scope of work, unit type, and whether units are being combined to create larger spaces not available in the market. He continued to explain that construction costs are generally high statewide, with slightly higher expenses on the neighbor islands. An increase in accessibility features is also being prioritized to accommodate an aging tenant population.

Chairperson Hall acknowledged and thanked staff across all programs for their continued dedication despite increasing challenges and limited resources. The Board appreciates their efforts and remains committed to supporting them.

Chairperson Hall announced that due to an easement needed for the School Street project, the next Board meeting will be moved to Thursday, September 11th, ahead of the originally scheduled date of September 18th. It was also noted that a housing conference is scheduled for September 10–11.

Director Larson moved,

To Adjourn the Meeting

The motion was unanimously approved.

The meeting adjourned at 10:17 a.m.

MINUTES CERTIFICATION FOR AUGUST 28, 2025

Minutes Prepared by:

____

Rochelle Kanoe Kepaa Date
Secretary

Approved by the Hawaii Public Housing Authority Board of Directors at their Regular Meeting on October 16, 2025 [ ] As Presented [ ] As Amended

____

Director Susan Kunz Date
Board Secretary

Attachments

WRITTEN TESTIMONY #1
by
Laurie Thorson

08.28.25 HPHA BOARD MEETING

TO: HPHA Board of Directors

Re: Lawsuit update – court filings (attached)

Attached is copy of the following court documents filed at the 9th Circuit Court

Opening Brief	filed by Laurie
Answering Brief	filed by HPHA
Reply Brief	filed by Laurie

No. 25-3663

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

LAURIE THORSON
pro se Plaintiff-Appellant
v.
HAWAII PUBLIC HOUSING AUTHORITY (HPHA)
HAKIM OUANSAFI, HPHA EXECUTIVE DIRECTOR
RYAN AKAMINE, HPHA CHIEF COMPLIANCE OFFICER
LYLE MATSUURA, HPHA SUPERVISOR IV
Defendants-Appellees

On Appeal from the United States District Court
for the District of Hawaii
Honorable Micah W.J. Smith, United States District Judge
(Civil Case No. 1:23-CV-00412-MWJS-WRP)

APPELLANT'S REPLY BRIEF

Laurie Thorson, pro se
P. O. Box 1409
Kailua, Hawaii 96734
Lthorson7@gmail.com
808-222-5885

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I. INTRODUCTION

Plaintiff-Appellant Laurie Thorson *(hereinafter "Thorson")*, an elderly disabled pro se litigant, submits this Reply Brief to rebut Defendants-Appellees' Answering Brief *(hereinafter "Appellees' Brief")*.

The district court erred in granting summary judgment and denying Thorson's motions to amend her complaint, overlooking genuine issues of material facts, failing to liberally construe her pro se pleadings, and misapplying sovereign and qualified immunity.

Appellees' misrepresentations ignore Thorson's evidence. Thorson seeks reversal and remand for trial.

II. CLARIFICATION OF FACTUAL MISREPRESENTATIONS IN APPELLEES' BRIEF

Appellees' Answering Brief distorts the record, leading the district court to overlook material facts. See *Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986) (requiring evidence to be viewed in the light most favorable to the non-movant).* As a pro se litigant, Thorson's evidence deserves liberal construction. Appellees distortions exacerbate the prejudice she faced. See *Haines v. Kerner, 404 U.S. 519, 520 (1972); Erickson v. Pardus, 551 U.S. 89, 94 (2007).*

The following clarifies key inaccuracies Appellees intentionally provided the court, contrary to the accurate and detailed evidence Thorson outlined in her 'Opening Brief' and 'Opposition to Defendants' Motion for Summary Judgment'.

Key misrepresentations include:

A. HPHA Conducted Investigation:

Appellees falsely claim HUD investigated Thorson's live in aide *(9th docket #5.1 at 40-41).* However, Thorson's evidence proves it was HPHA who conducted the investigation, not HUD.

Thorson's evidence proves she was informed by her former neighbor that an "investigator" informed her Thorson and her live in aide were going to prison for fraud. Immediately, Thorson contacted HUD *(docket #113-4, #113, Attachment 2)* believing the investigator was from HUD.

HUD/FHEO Branch Chief, Stephanie Rabiner responded to Thorson *(docket #113-4, #113, Attachment 2)* and confirmed in writing: "..FHEO is not investigating you for fraud... 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… 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…"

Thorson's evidence proves Appellees intentionally provide the court with false information, in an attempt to divert blame to HUD and obscure evidence of retaliation and intentionally interfering with Thorson's live in aide *(which HPHA initially approved in 2017).*

HUD/FHEO confirmed HPHA's investigation included "…inquiry into Thorson's *need* for a live in aide…", which is not permitted. Thorson provided evidence to prove that PHAs are only authorized to obtain 'written verification' by physicians, and do not have the authority to act as gatekeepers in determining what support services recipients can receive to accommodate their disabilities.

B. HUD Did Not Conduct Investigation:

Appellees claimed HUD investigated Thorson for fraud *(9th docket #5.1 at 41),* but HUD/FHEO Branch Chief, Stephanie Rabiner, confirmed this is a lie, by writing: "..FHEO is not investigating you for fraud... HPHA has informed FHEO that HPHA has continued its… on-going investigation is a continuation of its April 2022 inquiry into your need for a live and your son's place of residence.." *(docket #113 at 1-2, Attachment 1)*

This intentional misrepresentation diverts blame to HUD, and obscures evidence of retaliation.

C. HPHA Live-in Aide Prerequisites:

Appellees claim their review into Thorson's *need* for a live in aide and the live in aide's residency, as routine inquiries, omitting prerequisites *(9th docket #5.1 at 35-40).*

Thorson's evidence details illegal barriers: "..Defendants illegal policies required the live in aide to live in the plaintiff's home as their 'primary residence', required live in aide must sleep in plaintiff's home (24/7)...and require that the live in aide not be employed. These illegal policies were prerequisites... the defendants knew full well the plaintiff could never comply.." *(docket #113 at 4-5; Attachments 3-4).*

Appellees intentional misrepresentation is to obscure evidence of retaliation, by ignoring Thorson's evidence *(docket #113 at 4-5, Attachments 3-4).*

D. HPHA Policies Are Noncompliant With HUD Regulations:

Appellees portray illegal policies (e.g., using "low" comparables against the "contract rent" for all rent reasonableness) as compliant, ignoring Ouansafi's admission of "illegal policies" *(Appellees Brief at 3-7).* Appellees attempt to deny links to discrimination or fraud fails *(Appellees' Brief at 3-7, 35-37).*

Thorson's evidence proves violations: "..The illegal policy to use "low comparables against the contract rent"... is a part of the fraud scheme... defendants intentionally are violating federal and state rules... FRAUD CHARTS... confirm defendants stole over $110M since January 2015.." *(docket #113 at 3-4; Attachments A-C; references to 24 C.F.R. §§ 982.507, 982.52(a), 982.54(b)).*

This deletion of evidence misrepresents noncompliance with federal rules and HUD Regulations, which are central to Thorson's claims.

E. Medical Evidence Supports Need For Live-in Aide:

Appellees claim there are no material facts to prove discrimination simply by ignoring Thorson's medical evidence, *(Appellees' Brief at 35-37; omitting physician letters at 11-13).* Thorson provided: "..voluminous amount of medical evidence... seven (7) letters from six (6) different physicians, who unanimously agree the plaintiff is disabled and requires a live in aide.." *(docket #113 at 6).*

Appellees' deletion of Thorson's medical evidence is intentional, to negate discrimination and retaliation claims.

F. HPHA Actions Caused Eviction and Homelessness:

Thorson's evidence proves "..defendants... created obstacles... which ultimately caused the plaintiff... to be homeless sleeping in her vehicle.." *(docket #113 at 4-5; Attachments 3-4).* Appellees downplay eviction and homelessness as resolved *(Appellees Brief at 16).*

This twist deletes evidence of continued retaliation by intentionally interfering with Thorson's housing. After terminating Thorson's live in aide and

2-bedroom, Appellees imposed restrictions on the landlord to prevent Thorson from remaining in the rental with her 0-bedroom voucher. This caused Thorson to be evicted and homeless.

G. Fraud Allegations Are Not Futile:

Appellees claim Thorson's fraud claim is *futile,* denying fund misuse *(Appellees' Brief at 24-25).* However, Thorson's "..FRAUD CHARTS... prove that actually three of five PHAs in Hawaii steal from Section 8..." *(docket #113 at 3-4; Attachments A-C).*

Appellees' denial of evidence is intentional. This warrants reversal to adjudicate the facts.

III. REPLY TO APPELLEES' COUNTERSTATEMENT OF JURISDICTION

Appellees concede this Court's jurisdiction under *28 U.S.C. § 1291* to review the district court's grant of summary judgment and denial of Thorson's motions to amend her complaint *(Appellees' Brief at 2).*

Thorson agrees that interlocutory orders denying her motions to amend became appealable upon entry of final judgment, as Appellees acknowledge, citing *Am. Ironworks & Erectors, Inc. v. N Am.Constr. Corp., 248 F.3d 892, 897 (9th Cir. 2001).*

Appellees' claim Thorson waived issues not distinctly raised in her Opening Brief is misplaced. Thorson's Opening Brief clearly articulates six (6) issues

(Opening Brief at 7), supported by extensive evidence and legal citations, covering all relevant claims and procedural errors. *No issues have been waived.*

Appellees' waiver claim overlooks Thorson's extensive evidence to prove all her claims *(42 U.S.C. § 3617).*

IV. REPLY TO APPELLEES' ARGUMENTS

A. The District Court Erred by Failing to Liberally Construe Thorson's Pro Se Pleadings and Evidence

Appellees dismiss Thorson's evidence failed to present sworn statements or admissible evidence *(Appellees' Brief at 12).* Appellees dismiss Thorson's evidence *(Appellees' Brief at 12),* and ignore pro se leniency *(Hebbe v. Pliler, 627 F.3d 338, 342 (9th Cir. 2010)).*

Appellees ignore the Ninth Circuit's mandate to liberally construe pro se pleadings and evidence, particularly for an elderly disabled litigant, like Thorson. See *Haines v. Kerner, 404 U.S. 519, 520 (1972); Erickson v. Pardus, 551 U.S. 89, 94 (2007); Hebbe v. Pliler, 627 F.3d 338, 342 (9th Cir. 2010).*

Thorson's Opposition to Defendants' Motion for Summary Judgment *(docket #113)* included voluminous evidence (i.e., medical records, seven (7) physician letters confirming she is disabled and requires support services from a live-in aide). Thorson's evidence proved HPHA's policies are not in compliance with federal rules and HUD Regulations, and she proved the retaliatory investigation was intentional to interfere with her disability and live in aide *(Opening Brief at 11)*. Thorson's evidence, while not all formally sworn under *28 U.S.C. § 1746*, should have been considered under a less stringent standard for pro se litigants. See *Eldridge v. Block, 832 F.2d 1132, 1137 (9th Cir. 1987).*

Appellees' reliance on *Celotex Corp. v. Catrett, 477 U.S. 317 (1986)* to argue Thorson failed to meet her burden under FRCP 56 is misplaced *(Appellees' Brief at 12)*.

The district court failed to view Thorson's evidence in the light most favorable to her, as required by *Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986)*. For example, Thorson's evidence of HPHA's noncompliant policy to use "low" comparables *(docket #113-22, Attachment 20)* and retaliatory termination of her live-in aide and voucher *(Opening Brief at 10-11)* raised genuine issues of material fact regarding FHA violations.

The district court's dismissal of these claims without liberal construction was an abuse of discretion, warranting reversal.

B. The District Court Misapplied Sovereign Immunity and Failed to Address Ongoing Fair Housing Act Violations Under 'Ex parte Young'

Appellees claim sovereign immunity bars claims against state employees in their official capacity. Appellees invoke immunity but ignore *'Ex parte Young'* for prospective relief to remedy ongoing violations *(Appellees' Brief at 29; 'Ex parte Young', 209 U.S. 123 (1908)).*

Thorson alleges ongoing violations from noncompliant policies (e.g., low comparables), leading to retaliation, eviction, and homelessness (Opening Brief at 10-11). See *Coal. to Def. Affirmative Action v. Brown, 674 F.3d 1128, 1134 (9th Cir. 2012).* Evidence includes HUD correspondence *(docket #113-64, #113-65).* Reversal needed for injunctive relief.

Thorson's Opening Brief clearly alleged ongoing violations stemming from HPHA's noncompliant policies ("low" comparables, against the "contract rent"). HPHA was provoked to retaliate *after* Thorson disputed the policies. Retaliation by HPHA ultimately caused her voucher's payment standard to be reduced, imposing prerequisites, termination of live in aide and 2-bedroom voucher, interference with her remaining in rental with her 0-bedroom voucher by imposing fabricated restrictions on landlord, ultimately leading to Thorson's eviction and homelessness *(Opening Brief at 10-11, 27-31).*

These allegations fall squarely within *'Ex parte Young's* exception for prospective relief against state officials to halt ongoing federal law violations. See *Coal. to Def. Affirmative Action v. Brown, 674 F.3d 1128, 1134 (9th Cir. 2012)*

Appellees' Brief does not dispute "illegal policies", which deviate from HUD's mandate *(Opening Brief at 12*), confirmed by HUD/PIH Director, Jesse Wu.

Thorson's evidence, including HUD correspondence *(docket #113-64, #113-65),* demonstrates HPHA's refusal to ratify *HPHA Administrative Plan 8.III-D* into compliance with HUD Regulations, as required by *24 CFR § 982.52(a), 982.54(b), and 982.507.* This refusal substantiates determination to continue to commit fraud.

The district court erred by failing to order an injunctive to compel Appellees to comply with HUD regulations. See *Doe v. Lawrence Livermore Nat'l Lab., 131 F.3d 836, 840 (9th Cir. 1997).*

Appellees' reliance on sovereign immunity to dismiss all claims ignores Thorson's valid '*Ex parte Young'* claims, necessitating reversal.

C. The District Court Erred in Granting Qualified Immunity to Individual Defendants Despite Genuine Issues of Material Fact

Appellees argue qualified immunity shields Appellees in their personal capacities because Thorson failed to show a violation of clearly established FHA violations *(Appellees' Brief at 30).* This argument fails.

Thorson's evidence proves retaliation: payment standard reduced, termination of live in aide and 2-bedroom voucher, obstacles to prevent her from remaining in her home, eviction, homelessness, etc.). This violates *42 U.S.C. § 3617 and 24 C.F.R. § 982.316. See Walker v. City of Lakewood, 272 F.3d 1114, 1128 (9th Cir. 2001); Hope v. Pelzer, 536 U.S. 730, 739 (2002).* Material facts preclude immunity; jury resolution needed. See *Anderson, 477 U.S. at 255.*

Thorson provided evidence of Appellees imposing prerequisites to terminate her live-in aide and 2-bedroom voucher, and then imposed restrictions so she could not remain in the rental with her 0-bedroom voucher, which caused Thorson's eviction and homelessness *(Opening Brief at 10-11).*

Thorson's evidence proves Appellees retaliated *after* she disputed noncompliant policies and claim of fraud, establishing a prima facie case of retaliation. See *Walker v. City of Lakewood, 272 F.3d 1114, 1128 (9th Cir. 2001).* Thorson has a FHA-protected right to dispute illegal policies, and to have a live in aide *(24 CFR. § 982.316). See Hope v. Pelzer, 536 U.S. 730, 739 (2002).*

Thorson's medical evidence and 'written verification' from multiple physician was sufficient to approve Thorson's live in aide. Acting outside the scope of their duties, Appellees chose to act as gatekeepers in determining what support services Thorson could receive *(docket #113-28, #113-64, #113-65).*

The district court ignored these material facts by granting qualified immunity, which when viewed in Thorson's favor, preclude summary judgment. See *Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986).* Reversal is warranted to allow a jury to resolve these disputes.

D. The District Court Erred by Denying Thorson Adequate Notice and Opportunity to Cure Deficiencies

Appellees claim the district court was not required to provide Thorson with notice of summary judgment requirements or an opportunity to cure deficiencies

(Appellees' Brief at 45). This argument disregards the Ninth Circuit's clear directive that pro se litigants, especially those with disabilities, must receive adequate notice and opportunity to respond to summary judgment motions and cure deficiencies. See *Rand v. Rowland, 154 F.3d 952, 960 (9th Cir. 1998); Hebbe v. Pliler, 627 F.3d 338, 342 (9th Cir. 2010).*

Thorson's pro se status - and the complexity of her claims - required the district court to ensure she understood procedural requirements under FRCP 56.

Thorson's Opposition *(docket #113)* included substantial evidence, but the district court dismissed Thorson's evidence for lack of formal sworn statements without offering her a chance to cure *(Opening Brief at 38-40).* This was particularly prejudicial given Thorson's reliance on medical records, physician letters, HUD and HPHA correspondence, which are all admissible under a liberal construction standard. See *Eldridge v. Block, 832 F.2d 1132, 1137 (9th Cir. 1987).*

The district court's failure to provide notice or an opportunity to cure violated Thorson's due process rights as an elderly disabled pro se litigant, necessitating reversal.

E. The District Court Erred by Failing to Address HPHA's Noncompliant Policies as Material Facts Supporting Thorson's Claims

Appellees' ignore noncompliant policies, which are not in compliance with HUD Regulations as required in *24 C.F.R. § 982.52(a), 982.54(b), 982.507.* This constitutes discrimination and retaliation under *42 U.S.C. § 3604(f) and 42 U.S.C. § 3617 (Opening Brief at 40-45).*

Thorson's evidence proves *HPHA Administrative Plan 8-III.D* is not in compliance with HUD's *mandate* on rent reasonableness "methodology" *(docket #113-22), Federal Register 98-10374 (docket #113-28), PIH Notice 2010-26, PIH Notice 2014-25).* HPHA's noncompliant policy reduces the payment standards for all vouchers so Appellees can divert federal funds from all vouchers *(Opening Brief at 10).* This is fraud.

The other fraud scheme Appellees implement is to claim 100% of subsidy is used to issue 75% of vouchers received from HUD. Appellees divert funds for the balance of unused vouchers.

Thorson's dispute of Appellees noncompliant policies *(to use low comparables against the contract rent)* in determining rent reasonableness, is what initiated retaliation. This noncompliant policy was admitted as being "illegal" by Appellee Hakim Ouansafi *(docket #102-1).*

The district court's failure to address this policy as a material fact was error, especially in light of *Loper Bright Enterprises v. Raimondo, 144 S. Ct. 2244 (2024),* which requires courts to independently define and evaluate agency actions without deference to noncompliant policies *(Opening Brief at 41).*

Appellees' assertion that Thorson's claims lack evidentiary support ignores HUD mandates such as *PIH Notice 2010-26 and PIH Notice 2014-25*, which prohibit PHAs from imposing unauthorized requirements on disabled recipients' accommodations *(Opening Brief at 11)*.

The district court's oversight of federal regulations, and Thorson's evidence of noncompliant policies and practices, constitutes reversible error.
See *United States ex rel. Anti-Discrimination Ctr. v. Westchester County, 668 F. Supp. 2d 548 (S.D.N.Y. 2009)(holding PHA liable for noncompliant policies under FHA)*

F. The District Court Erred by Denying Thorson's Motions to Amend Her Complaint

Appellees argue the district court properly denied Thorson's motions to amend her complaint to add a fraud claim and add Bennett Liu (Chief Financial Officer) as a defendant, citing *futility* and *lack of good cause* under *FRCP 16 (Appellees' Brief at 23-26)*.

This argument fails under *Foman v. Davis, 371 U.S. 178, 182 (1962),* which mandates liberal allowance of amendments absent undue prejudice or bad faith. Thorson's proposed fraud claim alleged diversion of federal funds through noncompliant policies is *not* futile *(Opening Brief at 9-10)*.

Thorson's evidence supports a plausible claim under *18 U.S.C. § 666*, as it alleges intentional misuse of federal subsidies. Using only HUD data and HPHA financial statements *(Opening Brief at 13),* Thorson created the Fraud Charts to prove fraud and diversion of federal funds, then immediately petitioned the court to amend her complaint, which was denied.

Thorson filed a second motion to amend to add a claim of Bribery, after discovering Ouansafi implemented another fraud scheme to pay his management staff a salary that exceeded the governor's salary, which is against state law.

The district court's finding of *futility* ignored Thorson's evidence, and pro se status by refusing to apply liberal standards for amendments. See *Erickson v. Pardus, 551 U.S. 89, 94 (2007).*

Thorson demonstrated good cause to amend as new evidence emerged during discovery *(Opening Brief at 46).* Denying the motions prejudiced Thorson's ability to fully litigate her claims, particularly given the complexity of the fraud allegations and her pro se status. See *Haines v. Kerner, 404 U.S. 519, 520 (1972).*

Reversal is necessary to allow Thorson to amend her complaint and include Bennett Liu (Chief Financial Officer) as a defendant.

V. REPLY TO APPELLEES CONTRADICTIONS AND MISREPRESENTATIONS

Appellees' contradictions and misrepresentations distort facts to avoid liability. Appellees portray Thorson as confused and unreliable, to discredit Thorson as a pro se litigant.

To prove Appellees are distorting the record, Thorson provides comparisons from Appellees own documents:

- *Answer*
  (in response to Thorson's complaint - docket #24, filed 01/21/24)
- *Motion for Summary Judgment*
  (docket #113, filed 03/12/25)
- *Answering Brief*
  (docket #5.1, filed 08/19/25)

A. Source and Conduct of Investigation into Live-in Aide

Answer:

Answer does not attribute any actions to HUD.

Answer does not address an "investigation" into Thorson's live-in aide.

Answer does address a "review" into Thorson's *need* for a live in aide.

Answer implies Thorson is noncompliant with prerequisites, to warrant review of her file, allowing Appellees to determine need and what support services Thorson is eligible to receive from a live in aide.

Ryan Akamine emailed Thorson on April 12, 2022, demanding she respond to a series of questions about her need for a live in aide and the live in aide's residency, requiring Thorson answer the questions regarding her disability and what support services she receives. Thorson had 2 hours and 43 minutes to respond, or Akamine threatened to cancel the inspection scheduled the following morning. *(Page 5-6, para. 13).*

Motion for Summary Judgment:

Motion for Summary Judgment states "..it was *not* Defendants, but rather the inquiries of an investigator with HUD that caused Thorson's son to begin to be too afraid to continue in his role as Thorson's live-in aide... HUD official investigating Thorson's complaint, stated that it was 'considering further action and/or investigation…to determine whether this might be an occurrence of fraud..". *(docket #113 at 1, quoting Motion for Summary Judgment at Page 40-41).*

Answering Brief:

Answering Brief claims Thorson "..continues to *confuse* HPHA's review of her file with HUD's investigation... evidence in this record suggests it was not Defendants, but rather the inquiries of an investigator with HUD caused Thorson's son to be too afraid to continue in his role as Thorson's live-in aide... 'investigator' contacted the former neighbor as part of an investigation.." *(pages 40-41).*

Contradiction:

Answer acknowledges HPHA's role in questioning Thorson's need for a live in aide, and live-in aide's residency *(via Akamine's email)*.

Motion for Summary Judgment and Answering Brief explicitly shifts blame to HUD, falsely claiming HUD investigators contacted Thorson's former neighbor, not HPHA. This contradicts the Answer's lack of any mention of HUD, and is directly refuted by Thorson's evidence *(docket #113 at 1-3, Attachment 1).*

HUD/FHEO Branch Chief Stephanie Rabiner confirmed HPHA, not HUD, investigated Thorson to determine her *need* for a live in aide and live in aide's residency. Evidence proves HPHA investigator contacted the former neighbor and informed the neighbor Thorson and her live in aide were going to prison for fraud. It was this threat that caused Thorson's live in aide to quit.

Thorson's evidence quotes Rabiner: "..FHEO is not investigating you for fraud... HPHA has continued its investigation into your son's residency... 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.." *(docket #113 at 1-2; Attachment 1).*

Significance:

This contradiction proves Appellees provide false information to the court to deny retaliation under *42 U.S.C. § 3617.* HPHA's investigation supports a retaliation claim, which Appellees initiated *after* Thorson disputed illegal policies.

B. HUD Not Involved in Fraud Allegations

Answer:

Answer makes no mention of HUD or fraud. Instead focus on denying Thorson's claims *(e.g., pages 2-3, para. 2-3)*, claiming lack of knowledge *(pg 3, para. 3)*

Motion for Summary Judgment:

Motion for Summary Judgment claims HUD was considering a fraud claim against Thorson *(docket #113 at 1, quoting Motion at Page 41).* Appellees' falsely assert, "..HUD official investigating Thorson's complaint, stated that it was 'considering further action and/or investigation…to determine whether this might be an occurrence of fraud'.."

Answering Brief:

Answering Brief asserts "..HUD official investigating Thorson's complaint, stated that it was 'considering further action and/or investigation…to determine whether this might be an occurrence of fraud.." *(Page 41).*

Contradiction:

Answer is silent on fraud allegations. No mention of HUD.

Motion for Summary Judgment and Answering Brief affirmatively assert HUD's involvement in investigating Thorson for fraud. This directly contradicts Plaintiff's evidence from HUD's Stephanie Rabiner, who writes: "..FHEO is not investigating you for fraud – fraud is outside of our jurisdiction..." *(docket #113 at 1-2, Attachment 1).*

Significance:

This contradiction deflects liability from HPHA's retaliation, by intimidating Thorson's live-in aide into quitting, and interfering with Thorson's voucher by claiming she is guilty of fraud (apparently by unknowingly not complying with the prerequisites).

C. HPHA Actions Regarding Live-in Aide Prerequisites

Answer:

Answer admits Akamine's April 12, 2022 email requested information about Thorson's need for a live in aide, and the live-in aide's residency, implying noncompliance with HPHA policy and/or HUD regulations *(Page 5-6, para. 13).*

Answer denies live-in aide approved for "..disability-related overnight care as needed.." *(Page 4, para. 10),* suggesting narrower scope of approval now applied.

Motion for Summary Judgment:

Motion for Summary Judgment portrays HPHA's actions as routine, asserting "..it was not Defendants, but rather the inquiries of an investigator with HUD..", which HUD proved is a lie *(docket #113 at 1, quoting Motion at page 40).*

Answering Brief:

Answering Brief portrays HPHA's inquiries as routine and non-adverse, asserting questions about Thorson's "need" and residency of the live-in aide were part of a review of her file, and not retaliatory *(pages 11-13, 35-40).*

Answering Brief omits any mention of live in aide prerequisites.

Contradiction:

Answer acknowledges HPHA's inquiry into live-in aide's residency, but does not deny imposing stringent prerequisites.

Motion for Summary Judgment and Answering Brief downplay these inquiries as routine, omitting Thorson's evidence of illegal prerequisites (e.g., 24/7 presence, primary residence, no separate residence, no employment), applying only to Thorson *(docket #113 at 4-5).*

Appellees provide the court fabricated facts that contradict the Answer's implicit admission of HPHA's proactive role.

Significance:

This contradiction weakens Appellees' defense against Thorson's retaliation and discrimination claims under *42 U.S.C. § 3617 and 3604(f).*

The prerequisites evidence intentional interference with Thorson's live in aide. Thorson's evidence proves that the prerequisites were imposed after she disputed the illegal policies.

D. HPHA Policies Are Noncompliant with HUD Regulations

Answer:

Answer denies without affirming allegations of illegal policies.

Answer does not claim illegal policies *(e.g., using low comparables, against the contract rent)* are compliant with HUD Regulations, instead focuses on denying Thorson's assertions.

Motion for Summary Judgment:

Motion for Summary Judgment argues policies are consistent with HUD regulations, denying any link to discrimination or retaliation *(docket #113 at 3, referencing Ouansafi's declaration, docket #102-1).* Ouansafi admits "illegal policies" are enforced but deflects responsibility to staff and board *(page 29, referencing docket #102-1).*

Answering Brief:

Answering Brief claims illegal policies, using "low comparables against the contract rent" in rent reasonableness tests, is compliant with HUD regulations.

Contradiction:

Answer avoids affirming policy compliance, denies Thorson's allegations.

Motion for Summary Judgment and Answering Brief claim compliance, despite Thorson's evidence *(docket #113 at 3-4, Attachments A-C)* showing violations of *24 C.F.R. § 982.507, 982.52(a), and 982.54(b)*. HPHA's noncompliant "low comparables" policy, as admitted by Ouansafi, shifts from denial to affirmative defense. This contradicts the Answer's neutral stance.

Significance:

This contradiction is critical to Thorson's claim illegal policies are not in compliance with federal rules and HUD Regulations, which policies caused Thorson's damages (e.g., reduction of payment standard, termination of live in aide and voucher, eviction, homelessness, and she no longer has a live in aide).

Thorson's evidence proves discrimination, retaliation, and fraud claims, which undermines Appellees' sovereign immunity defense, as ongoing violations are actionable under *'Ex parte Young', 209 U.S. 123 (1908).*

E. HPHA Actions Interfere With Thorson's Housing

Answer:

Answer is silent about Thorson's housing situation.

Motion for Summary Judgment:

Motion for Summary Judgment implies no adverse impact from actions by HPHA, instead focuses on routine review of Thorson's file, and compliance checks *(docket #113 at 1, quoting Motion at Page 40).*

Answering Brief:

Answering Brief suggests Thorson's "..updated housing situation.." is resolved, implying no ongoing harm from HPHA's actions *(Page 16*).

Appellees fail to inform the court, that as a result of their retaliation efforts, Thorson is now without a live a aide.

Contradiction:

Answer denies interfering with Thorson's housing, which interference caused her eviction and homelessness.

Motion for Summary Judgment and Answering Brief suggest her situation is resolved. Fact is, Thorson is without a live in aide. Thorson's evidence proves that it was Appellees actions that caused her harm *(docket #113 at 4-5, Attachments 3-4).*

Significance:

This contradiction supports Thorson's argument of ongoing violations under *'Ex parte Young';* and obscures the harm caused by Appellees retaliation, a key element of Thorson's FHA claim under *42 U.S.C. § 3617.*

F. Fraud And Diversion of Federal Funds

Answer:

Answer denies fraud or fund misuse *(e.g., paragraphs B.8.(a)-(d), B.9, Page 2, para. 2),* claims lack of knowledge for related claims *(page 3, para. 3).*

Motion for Summary Judgment:

Motion for Summary Judgment mirrors Answering Brief's stance, asserting no evidence to support fraud claims, despite Ouansafi's declaration deflecting responsibility of "illegal policies" *(docket #113 at 3).*

Answering Brief:

Answering Brief argues Thorson's proposed fraud claim is "futile". Appellees deny fraud and fund misuse *(Pages 24-25).*

Contradiction:

Answer denies fraud, while Motion for Summary Judgment and Answering Brief affirmatively argue *futility,* dismissing Thorson's fraud charts *(docket #113 at 3-4, Attachments A-C)* that prove fraud and diversion of federal funds by Appellees (Hawaii Public Housing Authority) and two other PHAs in Hawaii.

Appellees shift from denial to affirmative dismissal contradicts the Answer's neutral stance, and ignores Thorson's evidence.

Significance:

This contradiction impacts Thorson's motions to amend her complaint under *Foman v. Davis, 371 U.S. 178 (1962),* as her fraud claim, supported by evidence, *is not futile* and warrants consideration.

G. SUMMARY

… *of Section* V. REPLY TO APPELLEES CONTRADICTIONS AND MISREPRESENTATIONS

Appellees contradictions reflect a pattern of shifting narratives to minimize their liability and obscure genuine issues of material fact. They are particularly significant because they:

1. Undermines the Appellees' defenses against Thorson's retaliation and discrimination claims by misrepresenting HPHA's role in the investigation and policy violations.

2. Supports Thorson's argument the district court erred in granting summary judgment, as contradictions highlight disputed facts that should have been viewed in Thorson's favor under *Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986).*

3. Supports Thorson's claim to amend, as the fraud allegations are supported by evidence not adequately addressed by Appellees' shifting positions.

Live-in Aide Residency:

Appellees claim Thorson's admission of her aide's status justify HPHA's actions as routine, ignoring evidence of retaliatory prerequisites which applied only to Thorson. Appellees attempted to discredit Thorson's discrimination claim.

Policy and Fraud Allegations:

Appellees attempt to dismiss Thorson's fraud claims as speculative, ignoring her detailed evidence, portraying Thorson as an unreliable confused litigant. This behavior by Appellees prejudices Thorson by leading the court to overlook genuine issues of material fact, particularly regarding retaliation *(42 U.S.C. § 3617)* and discrimination *(42 U.S.C. § 3604(f))*.

As a pro se litigant, Thorson's pleadings and evidence deserve liberal construction *(Haines v. Kerner, 404 U.S. 519, 520 (1972))*. Appellees distortions exacerbate the district court's errors in granting summary judgment.

VI. REPLY TO APPELLEES EFFORTS TO UNDERMINE THORSON'S CREDIBILTY

Appellees misrepresent Thorson's statements to portray her as confused. Appellees undermine Thorson's credibility.

The following are contradictions involving Appellees misrepresentations of Thorson's statements, as outlined in Appellees' Motion for Summary Judgment *(docket #113),* and Answering Brief *(9th docket #5.1):*

A. Thorson Knows HPHA, Not HUD, Conducted The Investigation

Appellees' Claim in Motion for Summary Judgment:

Appellees claim Thorson is confused by writing, "..Thorson continues to *confuse* HPHA's review of her file with HUD's investigation…" *(docket #113 at 1,* *quoting Motion at Page 40). Appellees* suggest Thorson's initial assumption was that the investigators who contacted her ex-neighbor were from HUD, implying Thorson is confused.

Appellees' Claim Thorson Is Confused:

Appellees' reiterate Thorson "*..confuse* HPHA's review of her file with HUD's investigation..", and adds "..evidence in this record suggests that it was not Defendants, but rather the inquiries of an investigator with HUD that caused Thorson's son to begin to be too afraid to continue in his role as Thorson's live-in aide.." *(Pages 40-41).*

Appellees portray Thorson as being *confused* about who conducted the investigation.

Thorson's Actual Statement *(docket #113, Opposition):*

Thorson writes, "..plaintiff contacted the FHEO because she believed the investigators belonged to FHEO, but as Mrs. Rabiner confirms, the defendants investigators made contact with the ex-neighbor, not HUD. It was the investigators who communicated to the ex-neighbor the threat that the plaintiff and live in aide were going to prison for fraud (as was conveyed by the 'investigators'). It was this 'threat' that caused plaintiff's live in aide to quit.." *(docket #113 at 3; Attachment 2 - email from Thorson to HUD/FHEO).*

HUD/FHEO Branch Chief, Stephanie Rabiner responds in writing: "..FHEO is not investigating you for fraud... HPHA has given FHEO the evidence it… obtained from your former neighbor and former landlord.." *(docket #113 at 1-2; Attachment 1).*

Contradiction:

The Answer *(docket #24)* does not address investigations, but confirms a review of Thorson's file, and does admit to 04.12.22 email from Ryan Akamine questioning Thorson's live-in aide's residency *(Page 5-6, para. 13*). Appellees claim Thorson is confused.

However, in Appellees' Motion for Summary Judgment and Answering Brief, Appellees' attribute the investigation to HUD, which is a lie according to Rabiner, who confirmed it was the investigators from HPHA who made contact with the former neighbor.

Thorson's Opposition supports this evidence, yet Appellees misrepresent to the court that Thorson's position is based on *confusion.*

Intentional Distortion to Discredit:

By framing Thorson as "confused", Appellees undermine Thorson's credibility. This distorts Thorson's claim that HPHA's investigation was retaliatory, aimed at interfering with Thorson's live-in aide by making threats of imprisonment.

Appellees attempt to weaken Thorson's retaliation claim under *42 U.S.C. § 3617* by shifting blame to HUD, and portraying Thorson as confused.

B. Allegations Thorson Committed Fraud, Threats of Prison Caused Live In Aide to Quit

Appellees' Claim in Motion for Summary Judgment:

Appellees' falsely asserts "..HUD official investigating Thorson's complaint, stated that it was 'considering further action and/or investigation…to determine whether this might be an occurrence of fraud'.." and that "..Thorson previously submitted to this Court images of text messages that she alleged were from a former neighbor at the Kailua unit, which appear to indicate that an 'investigator' contacted the former neighbor as part of an investigation.." *(docket #113 at 1, quoting Motion at pages 40-41).*

Appellees' falsely asserts Thorson claimed HUD conducted the investigation for fraud and HUD caused her live in aide to quit.

Appellees' Claim in Answering Brief:

Appellees' Answering Brief *(docket 5.1) e*choes the Motion for Summary Judgment, stating "..evidence in this record suggests that it was not Defendants, but rather the inquiries of an investigator with HUD that caused Thorson's son to begin to be too afraid to continue in his role as Thorson's live-in aide... an 'investigator' contacted the former neighbor as part of an investigation.." *(Pages 40-41).* This blatant fabrication implies Thorson's allegation of fraud threats stem from actions by HUD, when evidence proves it was HPHA.

Thorson's Actual Statement *(docket #113, Opposition):*

Thorson wrote, "..It was the investigators who communicated to the ex-neighbor the threat that plaintiff and the live in aide were going to prison for fraud (as was conveyed by the 'investigators'). It was this 'threat' that caused the plaintiff's live in aide to quit.." *(docket #113 at 3; Attachment 2).*

Thorson clarified, quoting Rabiner's email, *"..FHEO is not investigating you for fraud.. HPHA has given FHEO the evidence it has collected during its investigation.."* "..it was not HUD, but rather it was the defendants who were 'investigating' the plaintiff and her live in aide, and it was the defendants who contacted the ex-neighbor and ex-landlord, not HUD.."

Appellees' refused to provide Thorson with a copy of their "investigation" or "review of Thorson's file", despite several attempts by Thorson to request the district court compel production.

Contradiction:

Answer *(docket #24)* is silent on Thorson's specific allegations about fraud, neither confirming nor denying (because Thorson had not yet created her Fraud Charts).

Motion for Summary Judgment and Answering Brief misrepresent Thorson as attributing the fraud investigation and threats to HUD, implying Thorson falsely or mistakenly alleged HPHA's involvement.

Thorson's Opposition clearly attributes threats of fraud to HPHA investigators, supported by HUD's confirmation. Yet, Appellees continue to twist this to suggest Thorson is confused.

Intentional Distortion to Discredit:

Appellees portray Thorson as making baseless or confused allegations, undermining Thorson's credibility and reliability of Thorson's evidence (e.g., email from Rabiner).

By shifting the fraud threats to HUD, Appellees negate Thorson's retaliation claim, as HPHA's direct role in threatening Thorson's live in aide is what caused the live in aide to quit. Appellees actions were retaliatory because they happened *after* Thorson challenged the HPHA illegal policies.

C. Thorson's Statements About Live-in Aide's Residency

Appellees' Claim in Answer:

Appellee, Ryan Akamine, writes to Thorson (on April 12, 2022), "..Ryan Thorson was NOT living in your unit on a full-time basis and would visit you only at certain times.." *(Page 6, para. 13).*

This suggests Thorson admitted her live-in aide (son) did not meet residency requirements, justifying HPHA's inquiries.

Appellees' Claim in Answering Brief:

Builds on their Answer, Appellees state Thorson's statements about her son's presence (only when needed) prompted HPHA's routine compliance review, not retaliation, and that "..Thorson's own statements regarding son's residency raised questions about compliance with HUD regulations.." *(pages 11-13, 35-40).* This implies admission by Thorson of noncompliance with Akamine's prerequisites, thereby negating any retaliatory intent by Appellees.

Thorson's Actual Statement (docket #113, Opposition):

Thorson repeatedly confirmed in her Opposition that she did not want her son (or any live in aide) to live in her home when they were not providing support services, and was only allowed to live in her home when providing support services, which included overnight care when needed.

Thorson described HPHA's imposition of illegal prerequisites: "..Defendants illegal policies required the live in aide to live in the plaintiff's home as their 'primary residence', required live in aide to sleep in the plaintiff's home each night of the week (24/7)... and require that the live in aide not be employed. These illegal policies were prerequisites... the defendants knew full well the plaintiff could never comply.." *(docket #113 at 4-5).*

Thorson confirms HPHA approved her live-in aide in 2017 and annually thereafter *(docket #113 at 4; Attachments 3-4),* implying no prior issue with residency until *after* Thorson disputed the illegal policies.

HPHA never provided Thorson or her live in aide with any documentation of policies and procedures to support their prerequisites. 'Written verification' by Thorson's doctors is all that was required to satisfy approval in 2017, but this changed after she disputed HPHA's illegal polices.

Contradiction:

Answer cites Thorson's statement as a basis for HPHA's inquiry, without context or evidence of the statement itself. The Answering Brief amplifies this, framing Thorson's "admission" as the sole trigger for a routine review, omitting HPHA imposed new stringent prerequisites (24/7 presence, no employment, etc.) knowing full well Thorson could not comply.

Thorson's Opposition does not confirm this "part-time" statement and instead highlights HPHA's retaliatory imposition of impossible conditions, contradicting the Defendants' claim that Thorson admitted noncompliance.

Intentional Distortion to Discredit:

By claiming Thorson admitted her live in aide's non-full-time residency, Appellees twist Thorson's position to suggest she undermined her own reasonable accommodation claim, discrediting her retaliation argument. This misrepresentation ignores Thorson's evidence of HPHA's new prerequisites applied selectively only to Thorson, post-dispute, to force Thorson's aide to quit and to interfere with her housing, supporting Thorson's claim under *42 U.S.C. § 3617.*

D. Thorson's Allegations About HPHA's Policies and Fraud

Appellees' Claim in Answer:

Answer denies Thorson's allegations of illegal policies, including claims HPHA use of "low comparables" violates HUD regulations *(Page 2, para. 2, denying paragraphs B.8.(a)-(d), B.9, etc.).* Appellees do not address Thorson's statements about these policies.

Appellees' Claim in Answering Brief:

Answering Brief asserts Thorson "..allege without evidence that HPHA's policies, such as the use of comparables in rent reasonableness determinations, are illegal and part of a fraud scheme.." *(Pages 3-7, 35-37).* Claims Thorson's fraud allegations are "speculative" and lack supporting evidence, implying Thorson fabricated or exaggerated claims about a fraud scheme *(page 24-25).*

Thorson's Actual Statement *(docket #113, Opposition):*

Thorson stated, "..illegal policy to use low comparables against the contract rent in determining rent reasonableness is a part of the fraud scheme... Plaintiff provides the necessary federal rules that prove the defendants intentionally are violating federal and state rules in order to fraudulently steal millions from the Section 8 program... The plaintiff created FRAUD CHARTS using only figures extracted from the defendants' financial statements and HUD records, which confirm defendants stole over $110M since January 2015, and continue to steal over $1M each month from the Section 8 program.." *(docket #113 at 3-4; Attachments A-C - Fraud Charts).*

Contradiction:

Answer denies Thorson's policy and fraud allegations without addressing specific claims or evidence. Answering Brief, however, misrepresents Thorson's statements by claiming she provided *no* evidence, ignoring Thorson's Fraud Charts created from HPHA's financials and HUD data *(docket #113, Attachments A-C)*.

Thorson's Opposition clearly ties the "low comparables" policy to fraud and to non-compliance with HUD regulation, violations of *24 C.F.R. § 982.507, 982.52(a), 982.54(b).* Answering Brief twists this as speculative, contradicting the Answer's neutral denial.

Intentional Distortion to Discredit:

By claiming Thorson's fraud allegations lack evidence, Appellees attempt to portray Thorson as confused and making baseless accusations, undermining Thorson's credibility as an elderly disabled pro se litigant.

This distortion of Thorson ignores specific evidence, including Ouansafi's admission *(docket #102-1)* of "illegal policies" which supports Thorson's FHA and fraud claims.

VII. CONCLUSIONS

A. Summary of Intentional Distortions

These contradictions demonstrate a pattern where Appellees' selectively distort statements by Thorson to suggest confusion, exaggeration, or lack of evidence, aiming to discredit Thorson's claims and justify summary judgment.

B. Investigation Source and Fraud Threats:

By misrepresenting Thorson's statements about HUD's role, Appellees shift blame to HUD, implying Thorson is confused or mistaken, which undermines Thorson's retaliation claim, by disconnecting actions from Thorson's policy disputes.

C. Live-in Aide Residency:

Appellees claim Thorson's admission of receiving overnight care only when needed, justified HPHA's actions as routine, ignoring evidence of retaliatory prerequisites applied only to Thorson, which is Appellees attempt to discredit Thorson's discrimination claim.

D. Policy and Fraud Allegations:

Appellees attempt to dismiss Thorson's fraud claims as speculative, ignoring her detailed evidence, portraying Thorson as an unreliable confused litigant. This pattern of behavior by Appellees prejudices Thorson by leading the court to overlook genuine issues of material fact, particularly regarding retaliation (42 U.S.C. § 3617) and discrimination (42 U.S.C. § 3604(f)).

As a pro se litigant, Thorson's pleadings and evidence deserve liberal construction *(Haines v. Kerner, 404 U.S. 519, 520 (1972))*. Appellees distortions exacerbate the district court's errors in granting summary judgment.

E. Summary of Misrepresentations of Thorson's Statements

Appellees distort Thorson's statements to discredit her as a pro se litigant. Appellees claim Thorson admitted her live-in aide provided overnight care only when needed, justifying noncompliance and review as routine *(docket 5.1 at 11-13, 35-40; docket #24 at 5-6).* Thorson's Opposition never concedes this, instead details HPHA's retaliatory prerequisites applied only to her *after* her policy disputes *(docket #113 at 4-5).*

Similarly, Appellees misrepresent Thorson's fraud allegations as "speculative" *(docket 5.1 at 24-25),* ignoring her Fraud Charts *(docket #113 at 3-4, Attachments A-C).* These distortions, contradicting the Answer's neutral denials *(docket #24 at 2),* are intentional to portray Thorson as confused and misunderstanding, prejudicing her claims.

In closing,

According to FRCP 56 (a) "..The court shall grant summary judgment if the movant shows that there is *no* genuine dispute as to any material fact.." Thorson provides a substantial amount of evidence to prove facts exist.

The district court erred by misapplying sovereign and qualified immunity, overlooking HPHA's noncompliant policies, denying Thorson's motions to amend, denying adequate notice and opportunity to cure, and failing to liberally construe Thorson's pro se pleadings.

For these reasons, Thorson requests this Court reverse the district court's rulings, remand the case for trial to ensure adjudication of claims, and reinstate Thorson's accommodations to prevent irreparable harm *(Winter v. Natural Res. Def. Council, Inc., 555 U.S. 7, 20 (2008)).*

Respectfully submitted,

Dated: August 26, 2025

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Attachments:

Certificate of Service

Certificate of Compliance

No. 25-3663

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

LAURIE THORSON
pro se Plaintiff-Appellant
v.
HAWAII PUBLIC HOUSING AUTHORITY (HPHA)
HAKIM OUANSAFI, HPHA EXECUTIVE DIRECTOR
RYAN AKAMINE, HPHA CHIEF COMPLIANCE OFFICER
LYLE MATSUURA, HPHA SUPERVISOR IV
Defendants-Appellees

On Appeal from the United States District Court
for the District of Hawaii
Honorable Micah W.J. Smith, United States District Judge
(Civil Case No. 1:23-CV-00412-MWJS-WRP)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 26, 2025, I served a true and correct copy of the document titled: **REPLY BRIEF** via CM/ECF court system at the address of record upon counsel for Defendants/Appellees.

Respectfully submitted,

Dated: August 26, 2025

/s/ Laurie Thorson, pro se Plaintiff-Appellant
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UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

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9th Cir. Case Number(s) 25-3663

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Signature /s/ Laurie Thorson **Date** 08.26.25

(use "s/[typed name]" to sign electronically-filed documents)

No. 25-3663

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

LAURIE THORSON,

Plaintiff-Appellant,

v.

HAWAII PUBLIC HOUSING AUTHORITY aka HPHA, HAKIM OUANSAFI, HPHA EXECUTIVE DIRECTOR; RYAN AKAMINE, HPHA CHIEF COMPLIANCE OFR; AND LYLE MATSUURA, HPHA SUPERVISOR IV,

Defendants-Appellees.

On Appeal from the United States District Court for the District of Hawai'i
Honorable Micah W.J. Smith, United States District Judge
(Civil No. 1:23-cv-00412-MWJS-WRP)

ANSWERING BRIEF OF DEFENDANTS-APPELLEES HAWAII PUBLIC HOUSING AUTHORITY, HAKIM OUANSAFI, RYAN AKAMINE, AND LYLE MATSUURA

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DEFENDANTS-APPELLEES' ANSWERING BRIEF

I. INTRODUCTION

Thorson filed suit against Defendant-Appellees Hawaii Public Housing Authority (HPHA) and its officials (collectively, "Appellees") alleging Fair Housing Act discrimination and retaliation claims. On three separate occasions, Thorson sought leave to file an amended complaint to include a criminal fraud claim and add an HPHA official as a defendant to that claim.

The district court acted well within its discretion by denying Thorson's motions for leave to file an amended complaint, and its rulings should be upheld.[1] Thorson's motions for leave were properly denied because she filed one motion after the deadline without good cause justifying modification of the scheduling order, and her proposed claims were deemed to be futile as she was raising a criminal fraud claim in a civil complaint.

The district court also granted summary judgment in favor of Appellees on Thorson's discrimination and retaliation claims because portions of these claims were legally precluded by the doctrines of sovereign immunity and qualified immunity. As to the rest of the claims, there were no genuine issues of material fact that precluded judgment as a matter of law.

[1] Thorson is only appealing the denials of two of her three motions for leave to file an amended complaint.

Thorson's attempts to overturn the district court's grant of summary judgment cannot be sustained because she failed to come forward with sworn statements and admissible evidence showing there was a genuine issue for trial. Appellees, by contrast, met their burden under Fed. R. Civ. P. Rule 56 by demonstrating the absence of any genuine issue of material fact. As such, summary judgment was proper.

This Court should therefore affirm the decisions of the district court below.

II. COUNTERSTATEMENT OF JURISDICTION

Appellees do not dispute that this Court has jurisdiction under 28 U.S.C. § 1291 to review the district court's grant of summary judgment in their favor and against Thorson.

Although not addressed by Thorson, Appellees also recognize that the district court's denial of Thorson's second and third motions for leave to file an amended complaint can also be reviewed in this appeal because the interlocutory orders denying those motions became appealable when the Final Judgment was entered. *See Am. Ironworks & Erectors, Inc. v. N. Am. Constr. Corp.*, 248 F.3d 892, 897 (9th Cir. 2001) ("A necessary corollary to the final judgment rule is that a party may appeal interlocutory orders after entry of final judgment because those orders merge into that final judgment." (citations omitted)). Any orders not specifically appealed from and any issues not distinctly raised in Thorson's opening brief should be deemed waived. *See* Fed. R. Civ. P. 4(a)(1) (notice of appeal must be filed within 30 days after entry of the judgment appealed from); *Padgett v. Wright*, 587 F.3d 983, 985 n.2 (9th Cir. 2009) (indicating the court will not "consider matters on appeal that are not specifically and distinctly raised and argued in appellant's opening brief." (citation omitted)).

III. COUNTERSTATEMENT OF ISSUES PRESENTED

Thorson appears to raise two issues in this appeal:

A. Whether the district court abused its discretion by denying her second and third motions for leave to file an amended complaint.

B. Whether the district court properly granted summary judgment in favor of Appellees.

IV. CONCISE COUNTERSTATMENT OF THE CASE

A. Statutory and Regulatory Background

The Housing Choice Voucher ("HCV") Program provides federally funded rental assistance to individuals in need. The program, which is administered by the United States Department of Housing and Urban Development ("HUD"), extends federal funds to subsidize eligible individuals' rent in the private housing market. *See* 42 U.S.C. § 1437f(o); 24 C.F.R. § 982.1 (2023). The federal funds are administered by state or local public housing agencies. 24 C.F.R. § 982.1(a).

HPHA is the state agency that administers these funds in Hawai‘i.[2] *See* Hawai‘i Administrative Rules (“HAR”) § 17-2031-1 (eff. 2022). Within the constraints of HUD regulations and requirements, 24 C.F.R. § 982.52(a), HPHA must direct and distribute federal funds – through subsidies known as housing choice vouchers – by deciding which individuals are eligible for rental assistance and how much rental assistance they should receive. *See* 24 C.F.R. § 982.52.

Once HPHA determines that a participant is eligible, HPHA will issue the individual a voucher and they can start their search for qualifying privately-owned housing. 24 C.F.R. §§ 982.202, 982.302. When a voucher holder finds a qualifying unit, HPHA will determine whether the monthly gross rent proposed by the unit owner passes two benchmarks (among others): (1) if the gross rent for the unit is above the “payment standard,”[3] which is a reflection of the fair market rent in the local housing market, the individual’s share of the rent must not exceed 40

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[2] HPHA is headed by its Board of Directors, which (among other things) adopts policies under which HPHA conducts business. *See* Hawaii Revised Statutes (“HRS”) § 356D-3 (“The authority shall be headed by the board.”); HRS § 356D-4 (indicating that the HPHA, through its Board, may adopt bylaws and rules in accordance with HRS chapter 91 to carry into effect its purposes, powers, and programs). HPHA executive director Defendant Hakim Ouansafi reports to the Board and works with his staff to carry out the Board’s adopted policies, including the HPHA Administrative Plan. *See* HPHA Administrative Plan at PDF 1-2.

[3] “Payment standard” is defined as “[t]he maximum monthly subsidy payment for a family . . . set by [HPHA] between ninety per cent and one hundred ten per cent of the HUD determined small area fair market rent.” HAR § 17-2031-55.

percent of their monthly adjusted income; and (2) the requested rent for the unit passes the rent reasonableness test. 24 C.F.R. §§ 982.1(a)(3), 982.305(a)(4), 982.305(a)(5), 982.507 (a)(1), 982.508.

As the district court succinctly explained:

> Under the "rent reasonableness" test, HPHA compares the requested rent with that for similar, non-Section 8 units on the market; the charged rent for the proposed Section 8 unit may not exceed that for the comparable units. [24 C.F.R.] § 982.4 (defining "reasonable rent" as a rent "that is not more than rent charged: (1) [f]or comparable units in the private unassisted market; and (2) [f]or comparable unassisted units in the premises"). Comparable units are selected considering "location, quality, size, unit type, and age of the contract unit," as well as "[a]ny amenities, housing services, maintenance and utilities to be provided by the owner." *Id.* § 982.507(b). Under the HPHA administrative plan, at least three comparable units are used for each rent determination, including at least two "high comparables" (units whose rent exceeds that of the proposed unit). HPHA Admin. Plan, ch. 8, pt. III.D., at 8-17 (May 16, 2024).[[4]]

1-SER-0006. HUD, however, "does not prescribe the way in which [public housing authorities] should arrive at their rent reasonableness determinations" – the primary goal is to reflect market rent. *Rent Reasonableness*, Housing Choice Voucher Program Guidebook, at 6 (Sept. 2020).[5]

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[4] The HPHA Administrative Plan is available at: https://cdn.prod.website-files.com/61d64d5f9d24da33de8c58ab/665141a10e2121224453711c_240516%20Administrative%20Plan.pdf.

[5] This Rent Reasonableness Guidebook is available at: https://www.hud.gov/sites/dfiles/PIH/documents/HCV_Guidebook_Rent_Reasonableness.pdf.

Upon satisfaction of the rent reasonableness test and following a physical inspection of the unit, HPHA and the unit owner will execute a housing assistance payment ("HAP") contract. The HAP contract specifies the maximum monthly rent the unit owner may charge. 42 U.S.C. § 1437f(c). HPHA, under the HAP contract, will pay a portion of the individual's rent directly to the unit owner. 24 C.F.R. § 982.451(b). Under Part B of the HAP contract,[6] HPHA must never pay the owner rent in an amount that exceeds the rent it determines to be reasonable for the contract unit. *Housing Assistance Payments (HAP) Contracts*, Housing Choice Voucher Program Guidebook, at 12 (July 2021).[7] The HCV participant – Thorson in this case – is not a party to, or even a third-party beneficiary of, Part B of the HAP contract and therefore cannot enforce any provision of Part B and cannot take action against HPHA under Part B. *Id.* at 14; *see* 5-SER-0881.

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[6] Part B of the HAP contract in this case provides, in relevant part:

> d. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

5-SER-0880.

[7] This HAP Contract Guidebook is available at https://www.hud.gov/sites/dfiles/PIH/documents/HAP%20Contracts%20HCV%20Guidebook%20Chapter_revised_april_2023.pdf.

The HCV participant must contribute 30 percent of their monthly adjusted income, or 10 percent of their monthly gross income, whichever is greater. 24 C.F.R. § 5.628. However, HPHA cannot approve a tenancy if the tenant's share of the gross rent (rent plus utilities) would exceed 40 percent of their monthly adjusted income. 24 C.F.R. § 982.305(a)(5).

HPHA is also tasked with approving reasonable accommodations for individuals with disabilities so that federal rental assistance might be realistically available to them. For example, if an individual needs assistance of a live-in aide – someone who resides with them, is not obligated to support them, provides them essential care, and would not be living with them were it not to provide that care – then HPHA would authorize a voucher for a rental with two bedrooms, rather than one or zero, to allow the live-in aide to reside in the rental unit. *See* 24 C.F.R. § 982.316(a); 24 C.F.R. § 5.403 (defining live-in aide); Exhibit D to HAR chap. 17-2031 (HPHA's subsidy standards). Additionally, HPHA may authorize assistance of up to 120 percent of the ordinary fair market rent, to acknowledge the fact that the individual's ability to find a unit will be more limited given their needs (also called a "120 percent payment standard exception"). 24 C.F.R. § 982.503(d)(5); HAR § 17-2031-54(a).

B. Factual and Procedural Background

For purposes of this Court's review of the district court's grant of summary judgment, it is important to note that Thorson failed to comply with the requirements set forth in Rule 56.1 of the Local Rules of Practice for the United States District Court for the District of Hawaii ("Local Rules" or "LR"). Specifically, Thorson was required to submit a concise statement of facts with additional facts to be considered in a separate section. LR56.1(e). Because Thorson failed to file the separate concise statement when opposing Appellees' Motion for Summary Judgment, "the material facts set forth in [Appellees'] concise statement will be deemed admitted[.]" LR56.1(g).

1. <u>First Voucher</u>

Before moving to Hawai'i, Thorson received federally subsidized housing through the HCV Program in Oregon. 5-SER-0806. In 2017, when she moved to Hawai'i, she rented a unit in Kailua. 5-SER-0807. At that time, Thorson requested, and HPHA approved, two reasonable accommodations: (1) for a two-bedroom voucher so her son Ryan Thorson could serve as her live-in aide; and (2) for a 120 percent payment standard exception because her doctor-certified disabilities precluded her from living in a high-rise or near busy streets. 5-SER-0806-0807. Thorson was able to use her HCV to rent the Kailua unit.

2. **Second Voucher**

On or about March 4, 2022, Thorson requested, and HPHA issued her, a second two-bedroom voucher to use in her search for a new unit. 5-SER-0807. She identified a two-bedroom rental unit located in Hawai'i Kai at 6125 B Summer St., Honolulu, Hawai'i 96821. *Id.* The Hawai'i Kai unit Landlord proposed rent in the amount of $4,000. *Id.*

HPHA Public Housing Supervisor IV of the Section 8 Subsidy Program Branch, Defendant Lyle Matsuura, informed Thorson that the Landlord "would need to come down on rent" because the proposed gross rent – the $4,000 rent plus $207 in utility allowance – exceeded the applicable payment standard, even with the 120 percent payment standard exception. 5-SER-0807. Because Thorson's share of the rent could not exceed 40 percent of her monthly adjusted income, Matsuura made clear: "The max she can pay . . . is $4031. So, there is still a $176 difference. . . . This does not mean that any unit under $4031 is automatically approved. It must still pass the affordability test." 5-SER-0807-0808. For the affordability test (also known as the rent reasonableness test) the inspector takes the average of 2 high and 1 low comparables to determine the reasonable rent. 5-SER-0808.

The Section 8 Housing Quality Standards ("HQS") Inspection Section conducts HPHA's rent reasonableness determinations. 5-SER-0808. HQS inspector Gary Shinde conducted three rent reasonableness tests between March 23, 2022 and March 29, 2022 for Thorson. *Id.* The average of the three comparables in the first rent reasonableness test was $2,854.33. Because the proposed rent exceeded this amount, this first rent reasonableness test failed. *Id.* Thorson challenged the result of the first rent reasonableness test, purportedly on the Landlord's behalf. *Id.* Thorson sent HPHA what she believed were "four comparables [that] meet the market analysis requirements." *Id.* Shinde concluded that these four comparables could not be used in the rent reasonableness test. *Id.*

Shinde, however, performed a second rent reasonableness test to further assist Thorson. 5-SER-0808. The average of the three comparables in the second rent reasonableness test was $3,114. Since the proposed rent still exceeded this amount, the second rent reasonableness test failed. 5-SER-0808-0809. Thorson, through her son, challenged the results of the second rent reasonableness test. 5-SER-0809. He sent HPHA four more proposed comparables; Shinde used one in the third rent reasonableness test. *Id.*

The average of the three comparables in the third rent reasonableness test was $3,480.67; still less than the proposed rent, so the third rent reasonableness test failed. 5-SER-0809. When Matsuura informed Thorson that the third rent reasonableness test failed, he offered them the following options: (1) lower the proposed rent to $3,273; (2) make rent $3,480 with all utilities included; or (3) decline the unit. *Id.*

On April 5, 2022, Thorson informed Matsuura that the Landlord agreed to lower the monthly rent to $3,273 (her counsel from Legal Aid Society of Hawai‘i ("LASH") was copied on the email). 5-SER-0809. The Hawai‘i Kai unit was then certified as passing the third rent reasonableness test. *Id.* The physical inspection of the Hawai‘i Kai unit was completed on April 13, 2022, and the HAP contract was fully executed on May 10, 2022. *Id.*

3. **Thorson's Notice to HPHA and Subsequent Questions About Her Live-in Aide Arrangement**

On April 4, 2022, Thorson's counsel notified HPHA that Thorson would be filing a complaint with HUD if HPHA did not modify its rent reasonableness determinations. 5-SER-0809-0810.

The next day, HPHA's executive director, Defendant Hakim Ouansafi, instructed HPHA staff to conduct a complete review of Thorson's files to look into and respond to Thorson's complaints. 5-SER-0810. Ouansafi notified LASH that HPHA's chief compliance officer, Defendant Ryan Akamine, would take the lead on the matter. *Id.*

On April 6, 2022, Akamine emailed LASH to explain how HPHA had reached its rent reasonableness determinations. 5-SER-0810. He also noted that the Landlord had agreed to rent Thorson the unit using HPHA's third rent reasonableness determination. *Id.*

While reviewing Thorson's files, Akamine flagged a new concern. 5-SER-0810. Thorson's communications with HPHA staff mentioned that her son would go to her unit at certain times. 5-SER-0810-0811. In addition, emails in Thorson's file sent by her son indicated that he was working as a "Site Safety Health Officer" and "Project Supervisor" for a construction company. 5-SER-0810. This led Akamine to question whether Thorson required a live-in aide and a second bedroom subsidy for her son who was not living with her in the Kailua unit. 5-SER-0811.

As a result of discovering this information, Akamine asked LASH: "[H]ow many hours a day (or per week) does Ms. Thorson's son visit[] her unit to provide the necessary supportive services previously certified?" 5-SER-0811. In a follow up email, Akamine clarified that he was "asking about Ms. Thorson's son's status because his status is pertinent and consequential to the size of the voucher that [Thorson] receives." *Id.*

LASH responded that they believed Thorson's son's live-in aide status "was addressed years ago." LASH asserted that HPHA's "sudden 'investigation'" was a "pretext[,]" and that it was "hard to fathom why you, personally, and HPHA have chosen to exacerbate an already unfortunate situation." 5-SER-0811. LASH did not address any of the questions about the residential status of Thorson's son. *Id.*

Despite LASH's lack of substantive response, Thorson directly emailed Ouansafi on April 8, 2022, responding to the questions about the residential status of her son. 5-SER-0811. She explained that her "son is and always will be my live-in aide," and that "[i]n 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, which is the case now. As soon as you allow my new rental to be inspected, my son will be moving in with me as my permanent live-in aide." *Id.*

Based on Thorson's April 8, 2022 email, on April 12, 2022, Akamine sent an email directly to Thorson (since LASH had withdrawn its representation of Thorson), asking Thorson to provide answers to a series of questions about her son. 5-SER-0811-0812. Thorson answered these questions by email that same day. 5-SER-0812.

Akamine's questions focused on whether Thorson's son would be living with her full time, the type of care he would provide, how many hours a day he would be providing this care, and whether Thorson's son would be working a full-time job. 5-SER-0811-0812. In response, Thorson stated her son would be providing her with "full-time care, 24 hours a day, with 1-on-1 daily help." 5-SER-0812. She also stated that he would be helping her with her seizures and that his care was "essential to [her] life" and that he would be working "a job with varying hours." *Id.*

After receiving these responses, Akamine sent a "Certification for Live-In Aide" form to Thorson's primary care physician, Dr. Megan Bradham, to determine whether Thorson required a live-in aide. 5-SER-0812. Dr. Bradham certified that Thorson required "24 hr a day" care from her son, which included: "[C]ooking, cleaning, housekeeping, caring for patient, monitoring for seizures and monitors [sic] afterwards to avoid self-harm and keep her safe." *Id.* This care, Dr. Bradham certified, is required "indefinitely" and is "essential for the care and well-being of [Thorson]." 5-SER-0813.

Thorson was approved to move into the Hawai'i Kai unit with a two-bedroom voucher (that would allow her son to live with her as her live-in aide to provide the needed essential care) and a 120 percent payment standard exception. 5-SER-0813.

4. <u>Thorson's HUD Complaint</u>

On November 22, 2022, Thorson submitted a complaint to HUD, asserting (among other things): (1) HPHA discriminated against her based on her disability, in violation of Sections 804(f)(2), 804(f)(3)(B), and 818 of the Fair Housing Act ("FHA"),[8] by using allegedly inappropriate comparables in its rent reasonableness determinations; and (2) "retaliated against her[,]" in violation of Section 818 of the

[8] The FHA is codified at 42 U.S.C.§§ 3601-19. Section 804 has been codified at 42 U.S.C. § 3604, and Section 18 at 42 U.S.C. § 3617.

FHA, by "conducting a review of her file, questioning her continued need for a live-in aide, and delaying the execution" of the HAP contact and payments to the Landlord. 5-SER-0940; 5-SER-0968-0971.

HPHA responded to the HUD complaint by maintaining that it had used appropriate comparables to conduct its rent reasonableness determinations. 5-SER-0941; 5-SER-0975-0979. It further asserted that it had properly conducted a full file review of Thorson's case to address the concerns raised to HPHA and, during that review, information emerged that suggested Thorson's son did not live with Thorson as her live-in aide. 5-SER-0979-0981. Because Thorson's two-bedroom voucher depended on whether she had a live-in aide residing with her, HPHA asserted that it was required to confirm that Thorson's son would be living with her full-time as a live-in aide before approving her selected unit. 5-SER-0981. HPHA also explained that HPHA uncovered additional evidence suggesting that at times, between 2017 and 2022, Thorson's son had not been living with Thorson in her prior unit. *Id.*

On September 15, 2023, HUD issued its Determination of No Reasonable Cause and "Final Investigative Report[.]" 5-SER-0941; 5-SER-0987-0995. As detailed in these documents, HUD found there was no probable cause to support Thorson's complaints under the FHA.

5. Thorson's Updated Housing Situation

On September 18, 2023, Thorson emailed Ouansafi, Akamine, and Matsuura, indicating that she no longer had a live-in aide. 5-SER-0813. Matsuura informed Thorson that the two-bedroom plus 120 percent payment standard exception voucher provided as a reasonable accommodation would remain in effect until her April 2024 Recertification was completed. *Id.* If no live-in aide was identified before the recertification, then a 0-bedroom voucher plus 120 percent payment standard exception would be applied. *Id.* Akamine confirmed that same information. *Id.*

Because Thorson did not identify a live-in aide before the April 2024 Recertification, HPHA notified Thorson that, effective April 1, 2024: (1) the contract rent would remain at $3,273 a month; (2) the housing assistance payments would decrease to $2,517 a month; and (3) her portion of the rent would be $756 a month. 5-SER-0813-0814. These changes reflected the updated 0-bedroom voucher plus 120 percent payment standard exception which was necessary because HPHA could not knowingly continue to use HUD funds to subsidize a second bedroom when Thorson failed to identify a live-in aide.

On August 22, 2024, Thorson requested, and HPHA issued her, a 0-bedroom voucher so she could search for a new unit. 5-SER-0814. Thorson identified a 0-bedroom unit in Kailua on October 14, 2024. *Id.* Thorson has resided in this 0-

bedroom unit since November 1, 2024. *Id.*

C. Procedural History

On October 4, 2023, Thorson filed, *pro se*, her 67-page Complaint. 8-SER-1408-1474. The Complaint asserts FHA discrimination and retaliation claims identical to the ones raised in the HUD complaint. As relief for these alleged violations, Thorson sought monetary damages, declaratory relief, and injunctive relief. 8-SER-1464, 1467-1473. Appellees filed their Answer on January 21, 2024. 8-SER-1392-1407.

1. Motions for Leave to File an Amended Complaint

On August 9, 2024, Thorson filed her first motion for leave to file an amended complaint. ECF No. 71. The district court denied the motion because Thorson failed to comply with LR10.4 and include an analysis of the applicable legal standard. ECF No. 75.

Thorson filed her second motion for leave to file an amended complaint on August 23, 2024, seeking to add a new claim for fraud in violation of 18 U.S.C. § 666 and to add HPHA chief financial officer Bennett Liu as a defendant to that claim. 7-SER-1284. Her one-page motion, however, did not include an analysis of the applicable legal standard, as previously requested by the district court. *See id.* Appellees opposed this Motion. 6-SER-1266-1281. The district court denied Thorson's second motion because the proposed fraud claim was futile since the fraud alleged was not perpetrated against Thorson and she could not assert a violation of a federal criminal statute. The district court further denied the motion because, without the addition of the proposed fraud claim, Mr. Liu could not be added as a defendant. 1-SER-0067-0076.

On December 16, 2024, Thorson moved, a third time, for leave to file an amended complaint. 6-SER-1112-1244. Thorson again sought to add a new claim for fraud under 18 U.S.C. § 666 and to add Mr. Liu as a defendant to that claim. *Id.* The district court denied this motion because Thorson was not diligent in seeking leave to add the fraud claim before the amendment deadline set forth in the Rule 16 Scheduling Order and the claim was futile. 1-SER-0056-0059. And since the court denied the addition of the proposed fraud claim, it also denied the request to add Mr. Liu as a defendant to that claim. 1-SER-0059-0060.

2. Motion for Summary Judgment

Appellees filed their Motion for Summary Judgment and Concise Statement of Material Facts on February 15, 2025. 5-SER-0745-0803, 5-SER-0804-1027. Appellees argued that they were entitled to prevail as a matter of law because Thorson's claims were legally precluded by Eleventh Amendment immunity, qualified immunity or both; and, even if neither Eleventh Amendment immunity nor qualified immunity applied, there were no genuine issues of material fact that precluded Defendant HPHA and its officials (in both their official and individual capacities) from judgment as a matter of law. *See* 5-SER-0755, 0769-0799.

On March 12, 2025, Thorson filed her opposition. 2-SER-0098-0144. Her opposition, however, was not accompanied by the separate concise statement of facts required by Local Rule 56.1(e). Appellees filed their reply memorandum on March 27, 2025 (2-SER-0079-0097), in which they highlighted (among other things) Thorson's failure to file a separate concise statement under LR56.1(e) and the improper attachment of 73 unauthenticated exhibits (totaling 641 pages in length) to her opposition. 2-SER-0084-0085.

The district court entered its "Order Granting Defendants' Motion for Summary Judgment" on June 6, 2025. 1-SER-0004-0051. The court agreed with Appellees' arguments, concluding that: (1) all of Thorson's claims against Defendant HPHA and its officials, in their official capacities, except for the claims for prospective declaratory and injunctive relief, are barred by sovereign immunity; (2) Thorson's claims against HPHA's officials, in their individual capacities, are barred by qualified immunity; and (3) no reasonable jury could find in favor of Thorson on her FHA discrimination and retaliation claims, so Defendants are entitled to judgment as a matter of law. 1-SER-0004, 0024, 0028-0029, 0038, 0051.

Also on June 6, 2025, the district court entered its Final Judgment. 1-SER-0003. Thorson appealed on June 9, 2025. ECF No. 131; No. 25-3663 Dkt. 1.

V. <u>SUMMARY OF THE ARGUMENT</u>

This Court should uphold the district court's (A) denial of Thorson's second and third motions for leave to file an amended complaint and (B) grant of summary judgment in favor of Appellees for the following reasons:

First, the district court appropriately exercised its discretion in denying Thorson's second and third motions for leave to file an amended complaint because: (1) Thorson's proposed amendments were futile; and, as to the third motion, (2) Thorson failed to establish that there was good cause justifying modification of the Rule 16 Scheduling Order.

Second, the district court properly granted summary judgment in favor of Appellees because: (1) Appellees HPHA and its officials, in their official capacities, were entitled to Eleventh Amendment immunity; (2) Ouansafi, Akamine, and Matsuura, in their individual capacities, were shielded from Thorson's claims under qualified immunity; (3) even if Appellees were not protected from Thorson's claims under sovereign immunity or qualified immunity, there were no genuine issues of material fact that precluded Appellees from judgment as a matter of law; and (4) the district court was not required to provide

Thorson with notice of the summary judgment requirements and an opportunity to cure the deficiencies in her opposition before granting summary judgment.

VI. STANDARD OF REVIEW

A. Denial of Motions to Amend Complaint

"This Court reviews a denial of a motion to amend complaint for abuse of discretion." *Californians for Renewable Energy v. Cal. Pub. Utilities Comm'n*, 922 F.3d 929, 935 (9th Cir. 2019) (cleaned up). The "district court does not err in denying leave to amend where the amendment would be futile, or where the amended complaint would be subject to dismissal." *Id.* (citing *Saul v. United States*, 928 F.3d 829, 843 (9th Cir. 1991)). "If the district court is correct in making a finding that there was no possibility of stating a cause of action the dismissal would not be an abuse of discretion." *Id.* (cleaned up).

B. Grant of Summary Judgment

Summary judgment is proper when there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a). "An issue is 'genuine' only if there is a sufficient evidentiary basis on which a reasonable fact finder could find for the nonmoving party, and a dispute is 'material' only if it could affect the outcome of the suit under the governing law." *In re Barboza*, 545 F.3d 702, 707 (9th Cir. 2008) (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986)).

"The moving party initially bears the burden of proving the absence of a genuine issue of material fact." *In re Oracle Corp. Sec. Litig.*, 627 F.3d 376, 387 (9th Cir. 2010). Where the moving party does not have the ultimate burden of persuasion at trial, they nonetheless bear both the initial burden of production and the ultimate burden of persuasion on their motion for summary judgment. *Friedman v. Live Nation Merch., Inc.*, 833 F.3d 1180, 1188 (9th Cir. 2016) (citing *Nissan Fire & Marine Ins. Co.*, 210 F.3d 1099, 1102 (9th Cir. 2000)).

"When the moving party has carried its burden . . . its opponent must do more than simply show that there is some metaphysical doubt as to the material facts"; instead, the opponent must "come forward with specific facts showing that there is a genuine issue for trial." *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586–87 (1986) (cleaned up). "This burden is not a light one. The non-moving party must show more than the mere existence of a scintilla of evidence." *In re Oracle*, 627 F.3d at 387 (citation omitted); *see also Anderson*, 477 U.S. at 248 (stating a party cannot "rest upon the mere allegations or denials of his pleading" in opposing summary judgment).

When considering a motion for summary judgment, the court views the facts and draws reasonable inferences in the light most favorable to the nonmovant. *Scott v. Harris*, 550 U.S. 372, 378 (2007). It "does not make credibility determinations or weigh conflicting evidence." *Soremekun v. Thrifty Payless, Inc.*, 509 F.3d 978, 984 (9th Cir. 2007).

VII. ARGUMENT

A. The District Court Appropriately Exercised its Discretion by Denying Thorson's Motions for Leave to File an Amended Complaint

Thorson argues that the district court abused its discretion by denying her second and third motions for leave to file an amended complaint. Opening Brief ("Op. Br.") at 7, 19, 50-51.[9] In these motions, Thorson sought to (among other things): (1) add a fraud claim under 18 U.S.C. § 666; and (2) add Mr. Liu as a defendant to the proposed fraud claim. *See* ECF No. 77-SER-1284, 7-SER-1285-1377, 6-SER-1112-1123, 6-SER-1124-1244.[10]

Leave to amend "shall be freely given when justice so requires." Fed. R. Civ. P. 15(a). Contrary to Thorson's assertions in her Opening Brief, the Court recognized that: "Where, as here, the plaintiff is proceeding pro se, the court has an obligation 'to construe the pleadings liberally and to afford the [plaintiff] the benefit of the doubt.'" 1-SER-0068 (citing *Akhtar v. Mesa*, 698 F.3d 1202, 1212

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[9] Page citations to the Opening Brief refer to the PDF pages of the electronically filed brief.

[10] Appellees do not address any other proposed amendments rejected by the district court because Thorson failed to challenge, or even mention, them in her opening brief. *Friends of Yosemite Valley v. Kempthorne*, 520 F.3d 1024, 1033 (9th Cir. 2008) ("Arguments not raised by a party in its opening brief are deemed waived." (citations omitted)).

(9th Cir. 2012)); 1-SER-0056 (citing *Akhtar*, 698 F.3d at 1212). Granting a motion for leave to amend is within the district court's discretion. *See Forman v. Davis*, 371 U.S. 178, 182 (1962).

The liberality in granting leave to amend is restrained by the court's consideration of the following factors: "(1) bad faith; (2) undue delay; (3) prejudice to the opposing party; (4) futility of amendment; and (5) whether the plaintiff has previously amended [their] complaint." *Nunes v. Ashcroft*, 375 F.3d 805, 808 (9th Cir. 2004). These factors, however, are not weighed equally.

"Futility of amendment can, by itself, justify the denial of a motion for leave to amend." *United States ex rel. Lee v. SmithKline Beecham, Inc.*, 245 F.3d 1048, 1052 (9th Cir. 2001) (citation omitted). An amendment is futile if "no set of facts can be proved under the amendments to the pleadings that would constitute a valid and sufficient claim or defense." *See Miller v. Sykoff-Sexton, Inc.*, 845 F.2d 209, 214 (9th Cir. 1988) (citations omitted).

1. The Futility of Thorson's Proposed Amendments Justified the District Court's Denial of the Motions for Leave to File an Amended Complaint

Futility arises in many contexts. Here, the district found on one occasion that Thorson had no good cause for failing to diligently amend her Complaint prior to the deadline set by the court. In other instances, the district court found Thorson lacked standing to pursue her proposed fraud claim.

The district court denied Thorson's proposed amendments in the second and third motions for leave finding that Thorson's proposed fraud claim and the addition of Mr. Liu as a defendant to that claim were futile. 1-SER-0075-0076; 1-SER-0059-0060. Specifically, the district court twice determined that Thorson lacked standing to assert a fraud claim under 18 U.S.C. § 666, and, as a result, the proposed fraud claim and the addition of Mr. Liu as a defendant to that claim were futile. 1-SER-0074-0076; 1-SER-0058-0060. This determination was correct.

18 U.S.C. § 666 is a federal criminal statute. *See United States v. Lonich*, 23 F.4th 881, 902 (9th Cir. 2022) (confirming 18 U.S.C. § 666 is a criminal statute), *overruled on other grounds by United States v. Lucas*, 101 F.4th 1158 (9th Cir. 2024). A civil complaint cannot state a claim for a violation of a criminal statute. *See Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980). This is because "criminal provisions . . . provide no basis for civil liability." *Id.* Further, Thorson is unable to bring a criminal case as "federal criminal law [can] only be enforced by a federal prosecutor, *not by any private party*." *DeAlcantara v. Shigemura*, Civ. No. 16-00586 JMS-KSC, 2016 WL 6518618, at *2 (D. Haw. 2016) (emphasis added); *see also Linda R.S. v. Richard D.*, 410 U.S. 614, 619 (1973) ("[I]n American jurisprudence . . . a private citizen lacks a judicially cognizable interest in the prosecution . . . of another."). Because Thorson lacks standing to assert a violation of a criminal statute, the district court appropriately exercised its

discretion in finding the addition of the proposed fraud claim and the addition of Mr. Liu as a defendant to that claim would be futile.

Although Thorson claims that the district court "mischaracterized [her] civil fraud claim as criminal" and ignored her admitted attempt to clarify her intent for citing to 18 U.S.C. § 666 as the basis for her fraud claim (Op. Br. at 49), the district court accurately indicated that Thorson's "[second motion for leave to file an amended complaint] and the proposed FAC repeatedly reference the criminal statute for fraud involving federal programs." 1-SER-0074 (citing 7-SER-1284; 7-SER-1292, 1342, 1350, 1363). The proposed amended complaint attached to her third motion for leave to file an amended complaint likewise included repeated references to 18 U.S.C. § 666, despite her claims to the contrary. 6-SER-1131, 1210, 1224. Thus, such claims are without merit. The district court properly exercised its discretion in finding these proposed amendments, even construed with extreme liberality, to be futile.

2. **Thorson Failed to Establish There was Good Cause to Justify Granting Her Third Motion for Leave to File an Amended Complaint**

Thorson waited until three months after the September 24, 2024 deadline to file a motion to join additional parties or amend pleadings had expired to file her third motion for leave to file an amended complaint. *See* 7-SER-1378-1383; 6-SER-1112. Through this motion, she again requested to assert a fraud claim and to add Mr. Liu as a defendant to that claim. 6-SER-1112-1123. When, as with Thorson's third motion, a party seeks to amend their complaint after the deadline specified in the Fed. R. Civ. P. Rule 16 scheduling order, they must first show there is good cause for the amendments under Fed. R. Civ. P. Rule 16(b). *See Johnson v. Mammoth Recreations, Inc.*, 975 F.2d 604, 608 (9th Cir. 1992). Rule 16(b)'s good cause standard "primarily considers the diligence of the party seeking the amendment." *Id.* at 609. "If [the moving] party was not diligent, the inquiry should end." *Id.* However, if good cause is shown, the party must demonstrate, as detailed above, that the amendment is proper under Fed. R. Civ. P. Rule 15 before any amendments to the complaint will be permitted. *See id.*

Here, Thorson delayed her third attempt to amend the complaint until more than three months after the deadline set by the district court in the Rule 16 scheduling order, despite her representation that she had known about the facts giving rise to a potential fraud claim since at least October 2023 when she filed the complaint. 1-SER-0058. She, however, has not explained the reason for her delay; instead, she excuses this delay by stating, "I am not an attorney, and I did not know." 6-SER-1037. Ignorance of court rules and the Rule 16 scheduling order deadlines "does not constitute excusable neglect, even if the party appears pro se." *Swimmers v. IRS*, 811 F.2d 1343, 1345 (9th Cir. 1987); LR81.1 ("Pro se litigants shall abide by all local, federal, and other applicable rules and/or statutes.").

Thorson's "carelessness [is] not compatible with a finding of diligence and offers no reason for a grant of relief." *Johnson*, 975 F.2d at 609. The district court appropriately exercised its discretion in applying Fed. R. Civ. P. Rule 16(b) and in determining that there was no good cause justifying modification of the Rule 16 scheduling order.

B. The District Court Properly Granted Summary Judgment in Favor of Appellees on All Claims Asserted by Thorson

Thorson argues that the district court improperly granted summary judgment in favor of Appellees. Op. Br. at 20-46. Specifically, she asserts that the district court erred by: (1) "misapply[ing] sovereign immunity by dismissing claims against HPHA and official-capacity defendants without addressing ongoing Fair Housing Act violations under *Ex parte Young*[,]";[11] (2) "granting qualified immunity to individual defendants despite genuine issues of material fact[] regarding retaliatory conduct"; (3) failing to liberally construe her pro se pleadings and evidence when granting summary judgment, despite the existence of genuine issues of material fact; and (4) failing to provide her with adequate notice of the summary judgment requirements and an opportunity to cure the deficiencies in her opposition. Op. Br. at 7, 20-46.

Thorson's arguments are each without merit. Contrary to her arguments, the

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[11] *Ex parte Young*, 209 U.S. 123 (1908).

district court appropriately granted summary judgment in favor of Appellees on the discrimination and retaliation claims.

1. **The District Court Correctly Determined that Appellees HPHA and its Officials are Entitled to Sovereign Immunity Through the Eleventh Amendment**

Thorson contends that the district court "misappl[ied] sovereign immunity" by "fail[ing] to account for the ongoing nature of HPHA's policy violations and the officials' enforcement roles" under *Ex parte Young*. Op. Br. at 13, 28. In support of this contention, Thorson cites to *Ex parte Young* and its progeny to advocate for, what appears to be, the preservation of her claims for monetary damages, declaratory relief, and injunctive relief – not just prospective injunctive and declaratory relief – against Appellees to address the alleged ongoing FHA violations. Op. Br. at 27-28, 32.

This argument fails because the district court properly applied the *Ex parte Young* exception, which permits "private individuals [to] sue state officials in federal court for prospective relief from ongoing violations of federal law, *as opposed to money damages*[.]" *Koala v. Khosla*, 931 F.3d 887, 895 (9th Cir. 2019) (emphasis added) (citing *Va. Office of Prot. & Advocacy v. Stewart*, 563 U.S. 247, 254-55 (2011)); *see* 1-SER-0024-0028. Thorson even acknowledged in her opening brief that the district court found that "sovereign immunity barred all claims against HPHA and official-capacity [defendants'] money damage claims, *except for prospective relief under Ex parte Young*[.]" Op. Br. at 12 (emphasis added).

This acknowledgement is consistent with the district court's determination that "the *Ex parte Young* exception to sovereign immunity applies to Thorson's request for declaratory and injunctive relief against Individual Defendants Ouansafi, Matsuura, and Akamine in their official capacities." 1-SER-0028. In arriving at this determination, the district court found that "Thorson asserts an ongoing denial of her reasonable accommodations and ongoing retaliation in violation of the Fair Housing Act[,]" which "encompasses post-2022 conduct, including her most recent move in 2024." 1-SER-0025-0026. The above determination and finding by the district court, along with Thorson's acknowledgement that the district court conducted the *Ex parte Young* exception analysis, dismantles any contention that the district court misapplied sovereign immunity in this case.

2. <u>The District Court Properly Protected Ouansafi, Akamine and Matsuura from Liability in their Personal Capacities Under Qualified Immunity</u>

"Personal-capacity suits seek to impose personal liability upon a government official for actions [they] take[] under color of [the] law." *Dittman v. California*, 191 F.3d 1020, 1027 (9th Cir. 1999) (citation omitted). A public official, however, is not subject to personal liability if they are entitled to qualified immunity.

To determine whether qualified immunity applies to an official's action, a court must consider: (1) whether they violated a statutory or constitutional right; and (2) whether the right was "clearly established" at the time of the violation. *Scott v. County of San Bernadino*, 903 F.3d 943, 948 (9th Cir. 2018) (citing *Saucier v. Katz*, 533 U.S. 194, 200 (2001)). Courts may "exercise their sound discretion in deciding which of the two prongs of the qualified immunity analysis should be addressed first in light of the circumstances in the particular case at hand." *Cmty. House, Inc. v. City of Boise*, 623 F.3d 945, 967 (9th Cir. 2010); *see also Pearson v. Callahan*, 555 U.S. 223, 236 (2009). Unless the facts show *both* a statutory or constitutional violation and that the right violated was clearly established, the government officials are entitled to qualified immunity. *Cmty. House, Inc.*, 623 F.3d at 967.

For the reasons set forth in the section below, neither Ouansafi, Akamine nor Matsuura violated any of Thorson's rights under the FHA. Without an established violation of the FHA in this case, Ouansafi, Akamine, and Matsuura are protected from liability in their personal capacities.

3. <u>Thorson's Noncompliance with the Applicable Procedural Rules Did Not Preclude the District Court from Granting Summary Judgment in Favor of Appellees</u>

Thorson argues that the district court "fail[ed] to liberally construe [her] pro se pleadings and evidence when granting summary judgment[,]" as required by

Haines v. Kerner, 404 U.S. 519, 520 (1972) and *Erickson v. Pardus*, 551 U.S. 89, 94 (2007), thereby overlooking triable issues of discrimination and retaliation. Op. Br. at 7, 13. Notwithstanding the fact that *Haines* and *Erickson* involve the review of motions to dismiss under Fed. R. Civ. P. Rule 12(b) and not motions for summary judgment under Fed. R. Civ. P. Rule 56, Appellees acknowledge that pro se litigants should be treated with "great leniency" when evaluating their compliance with the technical rules of civil procedure. *Draper v. Coombs*, 792 F.2d 915, 924 (9th Cir. 1986) (citations omitted). However, they "*should not* be treated more favorably than parties with attorneys of record[,]" *Jacobson v. Filler*, 790 F.2d 1362, 1364 (9th Cir. 1986) (emphasis added), because they "must [still] follow the same rules of procedure that govern other litigants[,]" *King v. Atiyeh*, 814 F.2d 565, 567 (9th Cir. 1987) (citation omitted).

When considering a motion for summary judgment against a pro se plaintiff, the district court must consider as evidence the pro se party's contentions offered in motions and pleadings, where such contentions are based on personal knowledge and set forth facts that would be admissible in evidence, and where the pro se party attested under penalty of perjury that the contents of the motions or pleadings are true and correct. *Jones v. Blanas*, 393 F.3d 918, 923 (9th Cir. 2004). As the party opposing the motion for summary judgment, the pro se plaintiff "must 'designate specific facts showing that there is a genuine issue for trial.'" *Brinson* *v. Linda Rose Joint Venture*, 53 F.3d 1044, 1048 (9th Cir. 1995) (quoting *Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986)). They must "identify with reasonable particularity the evidence that precludes summary judgment." *Keenan v. Allan*, 91 F.3d 1275, 1279 (9th Cir. 1996) (citations omitted). Such evidence may include affidavits or declarations, admissions, interrogatory answers, or other materials. Fed. R. Civ. P. 56(c)(1)(A).

Further, LR56.1 – which also applies in this Court's *de novo* review of the district court's grant of summary judgment – requires Thorson, as the opposing party, to file "a separate document containing a single concise statement that admits or disputes each fact set forth in the movant's concise statement[,]" and to assert, in a separate section, any additional facts the district court should consider. LR56.1(e).

Thorson's opposition to Appellees' Motion for Summary Judgment failed to comply with these requirements. While she continues to maintain that she has provided evidence proving her Discrimination and Retaliation Claims, Thorson has not submitted a declaration attesting "under penalty of perjury that the contents of the motions and pleadings are true and correct." *See Jones*, 393 F.3d at 923; *see also* 28 U.S.C. § 1746 (unsworn statements admissible if they are attested to under penalty of perjury). Without such attestations, Thorson's unsworn factual assertions are not admissible for purposes of opposing summary judgment.

Thorson's reliance on the exhibits attached to her opposition is also unavailing because of inadequate authentication. These exhibits, which Thorson believes prove her Discrimination and Retaliation claims, include (among other things): physician letters (2-SER-0249; 2-SER-0331-0337); correspondence with HUD (2-SER-0145-0146; 2-SER-0147-0148; 2-SER-0167-0168; 2-SER-0299);[12] text message with her former neighbor (2-SER-0297-0298); copies of HPHA's alleged illegal policies (3-SER-0403-0414; 3-SER-0415-0423; 3-SER-0424-0452); and three self-created "fraud charts" that do not even relate to the claims raised in the Complaint (4-SER-0711-0731). However, Thorson has not attached any

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[12] Thorson's opening brief blatantly misrepresents the statements made by Stephanie Rabiner, the Enforcement Branch Chief of the Office of Fair Housing and Equal Opportunity, and Jesse Wu, Director of the HUD Office of Public Housing (Honolulu Field Office) in her exhibits.

First, she states that Ms. Rabiner "confirmed Akamine's requirement that the live[-]in aide must reside in Thorson's home as his primary and only residence was not supported by HUD." Op. Br. at 23. To the contrary, Ms. Rabiner stated in the exhibit that: "I cannot find anything that refers to a live-in aide's primary residence or HUD's definition of a live in aides['] primary residence." 2-SER-0299. Ms. Rabiner requested that Thorson send her the source for the quote not identified in the exhibit to Milton Wong, the Equal Opportunity Specialist for the Office of Fair Housing and Equal Opportunity. *Id.* Ms. Rabiner, however, does not state that this requirement is not supported by HUD.

Next, Thorson represents that "Jesse Wu confirmed that HPHA's policy – to use 'low' comparables against the 'contract rent' – is not in compliance with HUD Regulations[.]" Op. Br. at 25. Mr. Wu's email only provides quoted language from the HCV Guidebook on Rent Reasonableness for comparability; the email is devoid of any statement that HPHA is not in compliance with HUD regulations. Although the district court previously highlighted this misrepresentation (1-SER-0033), Thorson continues it here.

affidavit or declaration through which these documents could be authenticated. The district court had even warned Thorson that declarations might be necessary to carry her burden in this case; yet, she ignored these warnings and failed to comply with the applicable summary judgment rules that only further undermine the evidentiary value of her opposition. *See, e.g.*, ECF No. 44 at PageID.2053; ECF No. 85 at PageID.2866-69.

Despite the defects with Thorson's opposition, the district court appropriately considered, and this Court can likewise consider, the undisputed material facts set forth in Appellees' Concise Statement, along with the attached declarations and exhibits, to support a grant of summary judgment in their favor. Thus, even assuming arguendo that Appellees were not entitled to either Eleventh Amendment immunity or qualified immunity (or both), they are, as demonstrated below, entitled to judgment as a matter of law on Thorson's discrimination and retaliation claims.

a. Discrimination Claim

Appellees argued that Thorson's discrimination claim cannot survive summary judgment because: (1) she does not have Article III standing to challenge the rent reasonableness test on behalf of her landlord; and (2) she cannot meet the elements of FHA disability discrimination on the merits. 5-SER-0788-0792. Thorson does not challenge the district court's determination that she lacks standing to "recover damages for the difference between the rent actually paid and the requested rent of $4,000 because she did not personally lose out on that difference in rent[.]" 1-SER-0031. The district court did, however, determine that Thorson has standing to raise the assertion that the "allegedly unlawful rent reasonableness test effectively denied Thorson her reasonable accommodation of 120 percent of the fair market rent by lessening the amount she could spend on rent for a particular unit." *Id.*

To prevail on a claim under 42 U.S.C. § 3604(f)(3), Thorson must prove all of the following elements: (1) that she is handicapped within the meaning of 42 U.S.C. § 3602(h); (2) that Appellees knew or should reasonably be expected to know of the handicap; (3) that accommodation of the handicap may be necessary to afford the handicapped person an equal opportunity to use and enjoy the dwelling; (4) that the accommodation is reasonable; and (5) that Appellees refused to make the requested accommodation. *Dubois v. Ass'n of Apartment Owners of 2987 Kalakaua*, 453 F.3d 1175, 1179 (9th Cir. 2006) (citations omitted). It is clear from the undisputed material facts, which are deemed admitted under LR56.1(g), that Appellees did not refuse to make any of Thorson's requested accommodations and Thorson's discrimination claim necessarily fails.

HPHA undertook great efforts to ensure that a reasonable rent was paid for the Hawai'i Kai unit, as required by federal law and the HPHA Administrative

Plan. *See* 42 U.S.C. § 1437f(o)(10)(A); 24 C.F.R. § 982.507(b); *see also* HPHA Administrative Plan § 8-III.A. at Page 8-15. Shinde not only conducted the required rent reasonableness test, but he went above and beyond his duties by conducting three separate rent reasonableness tests using nine different comparables to find a reasonable rent for the benefit of Thorson. 5-SER-0808. The rent reasonableness test, the district court indicated, "ensure[s] that landlords are paid a fair rent amount out of the federal Section 8 funds, *but no more than that*." 1-SER-0034 (emphasis added). In the end, Shinde determined the maximum rent HPHA could pay was $3,273. 5-SER-0809. Thorson confirmed the Landlord's acceptance of this reduced amount by email and through the submission of a revised lease for the Hawai'i Kai unit. *Id.*

The district court correctly determined that "Defendants never rescinded Thorson's 120 percent payment standard exception" and "she still benefits from [that accommodation] in her current housing arrangement." 5-SER-0806-0807, 5-SER-0813. In fact, all of Thorson's requested accommodations – even the live-in aide accommodation – were approved by Appellees. 5-SER-0806-0807, 5-SER-0813. And this fact alone is sufficient to preclude liability for the discrimination claim. *Dubois*, 453 F.3d at 1179 (holding the FHA discrimination claim fails because defendant never refused to make the requested accommodation (citations omitted)).[13]

Even though Thorson only challenged the claimed rescission of her 120 percent payment standard exception accommodation, the district court liberally construed her opposition to also include argument relating to the denial of her once-approved live-in aide accommodation. But, consistent with the record, the district court confirmed that Thorson herself, not Appellees, cut off the use of that accommodation. 5-SER-0813; *see also* 5-SER-0827; 5-SER-0941.

Despite Thorson's removal of her own live-in aide, Appellees maintained that she was welcome to identify a new live-in aide to continue receiving the 2-bedroom voucher (plus 120 percent payment standard exception). 5-SER-0996. However, Thorson did not identify a live-in aide before the April 2024 Recertification, resulting in the issuance of a 0-bedroom voucher (plus the 120 percent payment standard exception) because HPHA could not knowingly continue to use HUD funds to subsidize a second bedroom. *See* HUD Notice PIH 2014-25

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13 Thorson's reliance, in this appeal, on the illegality of the rent reasonableness test as a ground justifying reversal under *Loper Bright Enters. v. Raimondo*, 603 U.S. 369 (2024) is unavailing because Thorson failed to raise any argument relating to *Raimondo* before the district court. Op. Br. at 40-46. This Court should therefore not entertain this argument. *Pfingston v. Ronan Eng'g Co.*, 284 F.3d 999, 1004 (9th Cir. 2002) ("As an appellate court, we ordinarily do not review issues raised for the first time on appeal." (citations omitted)).

(HA) (setting forth the objective to reduce the amount of over-payment due to over subsidization).

Because the record confirms that Appellees did not refuse to make any of Thorson's requested accommodations, no reasonable jury – or the district court as the fact finder in this case – could find in favor of Thorson on the discrimination claim and summary judgment was properly entered in Appellees' favor.

In addition, the record confirms that the district court addressed Thorson's unsupported factual assertions and inadmissible exhibits, although not required to do so. In particular, the district court addressed argument as to: (1) an October 17, 2024 letter from Akamine, which Thorson maintained constituted a denial of her renewed request for her son to serve as her live-in aide (2-SER-0366); (2) a December 12, 2024 request for a live-in aide accommodation, which Thorson believed was denied as a result of Defendant's failure to respond to that request (2-SER-0126); and (3) a February 19, 2024 letter from Thorson's landlord requesting to convert the Hawai'i Kai unit to a 1-bedroom unit by blocking off the master bedroom (2-SER-0308-0309). 1-SER-0035-0038. The district court's review of the evidence that Thorson claimed supported her above-mentioned arguments, despite the factual assertions and exhibits not being admissible for summary judgment purposes, render any assertions relating to the district court's lack of leniency on Thorson as a pro se litigant to be wholly without merit. *See* Op. Br. at 6, 38-40.

b. Retaliation Claim

The FHA forbids retaliation in response to a person having exercised a protected right. *See* 42 U.S.C. § 3617. To establish a prima facie case of retaliation, a plaintiff must establish the following elements: "(1) that she was engaged in a protected activity; (2) that she suffered an adverse action in the form of coercion, intimidation, threats, or interference that was causally linked to the protected activity; [and] (3) that she suffered some resulting damage as a result of the adverse action[.]" *Lazarus v. Ouansafi*, Civ. No. 21-00247-HG-RT, 2023 WL 6446422, at *4 (D. Haw. Oct. 3, 2023) (citing *San Pedro Hotel Co. v. City of Los Angeles*, 159 F.3d 470, 477 (9th Cir. 1998)). If the plaintiff presents a prima facie case, "the burden shifts to the defendant to articulate a legitimate nondiscriminatory reason for its decision." *Walker v. City of Lakewood*, 272 F.3d 1114, 1128 (9th Cir. 2001). Finally, if the defendant "articulates such a reason, the plaintiff bears the ultimate burden of demonstrating that the reason was merely a pretext for a discriminatory motive. *Id.*

In this case, the district court concluded that "the brief two-day period between the protected activity" – Thorson's filing of the complaint with HUD as to Appellees' use of low cost comparables in their rent reasonableness determination

– "and the start of the alleged adverse action" – the April 2022 inquiry – "is sufficient to reasonably infer a causal connection between the two." 1-SER-0040 (citing *Scoggins v. Falcon Ct.*, No. 24-cv-00188, 2025 WL 942819, at *2 (E.D. Cal. Mar. 28, 2025)).

Because the district court concluded that Thorson made an adequate showing that she could prevail on her prima facie case, the burden shifted to Appellees to articulate a "legitimate nondiscriminatory reason for [their] decision" for its action – initiating the April 2022 inquiry into Thorson's live-in aide arrangement.

The undisputed material facts in this record show that LASH notified HPHA that Thorson would be filing a complaint with HUD, challenging the use of one low cost comparable in the rent reasonableness determinations for the Hawai'i Kai unit. 5-SER-0809-0810. Akamine then conducted a review of Thorson's file to ensure that HPHA was complying with relevant federal laws, regulations, and notices for the ultimate benefit of Thorson. 5-SER-0810; *accord* HPHA Administrative Plan chapter 1 (Introduction) at Page 1-1. However, the review of Thorson's file indicated that Thorson's son was *not* living with Thorson in the subsidized two-bedroom unit. 5-SER-0810-0811.

Live-in aides, like Thorson's son, must "reside[]" in the rental unit of an HCV Program participant to provide "essential" care. 24 C.F.R. § 5.403. HUD requires that the subsidized unit must be "the aide's primary residence," and that "[h]elpers who come and go during the day are considered guests or employees of the participant" and would not constitute live-in aides. Lisa Sloane, Emily Cooper & Ann O'Hara, *Live-In Aides and the Housing Choice Voucher Program Fact Sheet* at PDF 5 (August 2003).[14] HUD Notice PIH 2014-25 (HA) further confirms that "[o]ccasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides." HUD Notice PIH 2014-25 (HA) at PDF 3. These restrictions are in place for a specific reason: "Since housing funds are limited and there are many eligible families on the [public housing authority, or PHA] waiting lists, PHAs must ensure that a live-in aide is necessary for the support of a person with a disability." *Live-In Aides and the Housing Choice Voucher Program Fact Sheet* at PDF 6.

Akamine's inquiries into Thorson's live-in aide arrangement were not undertaken because of Thorson's complaints or the submission of her HUD complaint. These inquiries were triggered by the information discovered by Akamine in his review of Thorson's file that raised concerns as to whether HPHA's subsidization of a second bedroom for Thorson's son was appropriate. 5-SER-0810-0811. Akamine ensured, through his inquiries with Thorson and Dr.

[14] This fact sheet, which was written under contract with HUD, is available at https://www.tacinc.org/wp-content/uploads/2020/08/Live-in_Aides.pdf.

Bradham, that Thorson's son, as Thorson's live-in aide, was necessary for the support of Thorson as a person with a disability. 5-SER-0811-0813. This is a legitimate nondiscriminatory reason for Akamine's inquiries into Thorson's live-in aide arrangement with her son, the peculiarities of which came distinctly to their attention only when Akamine looked into Thorson's file.

Thorson's unsupported factual assertions also do not support any inference that Appellees' legitimate nondiscriminatory reason for allegedly scrutinizing her live-in aide arrangement was pretextual. A plaintiff may prevail on this prong "either directly by persuading the court that a [retaliatory] reason more likely motivated the defendants or indirectly by showing that the defendant's proffered explanation is unworthy of credence" through circumstantial evidence." *Harris v. Itzhaki*, 183 F.3d 1043, 1051 (9th Cir. 1999) (cleaned up).

Thorson argues that Appellees are imposing illegal live-in aide requirements that do not conform with the term "reside"; however, all the circumstantial evidence upon which she relies are either unsupported factual assertions or inadmissible exhibits (or both) that cannot be considered for purposes of this summary judgment motion. There is no support in the summary judgment record to support a motivation other than one to ensure Appellees were not knowingly continuing to use HUD funds to subsidize a second bedroom, in violation of federal laws, regulations, and HUD notices.

Instead, Thorson admitted, through her allegations in the Complaint, that she essentially requested a second bedroom in her unit be subsidized for her live-in aide even though he would, at most, only be providing "[o]ccasional" or "intermittent" care.[15] This was further confirmed in Thorson's December 2024 request for a live-in aide that would provide "overnight care" only "when needed[,]" but would not "liv[e] in [her] home as their primary residence." 2-SER-0366.

Because a live-in aide must be "essential to the care" of the voucher holder, *see* 24 C.F.R. § 5.403, Thorson's son, or any other identified live-in aide, must reside in the unit for an amount of time sufficient to provide Thorson with the "24 hr a day" care that she represented, and which Dr. Bradham certified, is "essential for [Thorson's] care and wellbeing." 5-SER-0812-0813. And it was reasonable for HPHA to require Thorson's son to reside with her full-time, given the following: (1) Dr. Bradham's May 2022 certification that Thorson requires care "24 hours" a day, 5-SER-0812-0813; and (2) Thorson's own representations to HPHA that her son would be "moving in with [her into the Hawai'i Kai unit] as my permanent live-in aide," that he would be living with her "full time," and that

[15] Even without this subsidized second bedroom, HPHA did not prevent (and Thorson has not alleged that HPHA had prevented) her son from visiting her while she was living in the Hawai'i Kai unit to provide her with "[o]ccasional" or "intermittent" care.

he would be providing her with "24hr a day" care and "1-on-1 help on a daily basis." 5-SER-0811. In light of this undisputed material evidence, it was neither pretextual nor bad faith for Appellees to make efforts to determine whether Thorson's live-in aide arrangement comported with federal laws, regulations, and HUD notices – namely, the objective in HUD Notice PIH 2014-25, which aims to reduce the amount of over-payments due to over subsidization. HUD Notice PIH 2014-25 (HA) at PDF 1.

4. <u>The District Court was Not Required to Provide Thorson with Notice of the Summary Judgment Requirement and an Opportunity to Cure Deficiencies in her Opposition to Appellees' Motion for Summary Judgment</u>

Thorson asserts that the grant of summary judgment should be reversed because the district court failed to provide her with fair notice of the summary judgment requirements and an opportunity to cure deficiencies in her opposition. She cites *Kingele v. Eikenberry*, 849 F.2d 409 (9th Cir. 1988), and *Eldridge v. Block*, 832 F.2d 1132 (9th Cir. 1987), for the proposition that the "Ninth Circuit mandates that pro se litigants . . . receive specific notice of summary judgment requirements and a chance to respond." Op. Br. at 38. She also cites *Rand v. Rowland*, 154 F.3d 952 (9th Cir. 1998), which, she maintains "requires courts to advise pro se plaintiffs of the need for affidavits or other evidence" in responding to a motion for summary judgment. *Id.* Thorson, however, omits one key detail: the fair notice requirement to which she refers applies only to "pro se prisoner plaintiffs[,]" not all pro se plaintiffs.

In *Kingele*, this Court held that "[d]istrict courts are obligated to advise prisoner pro per litigants of Rule 56 requirements." 849 F.2d at 411-12. This rule was reaffirmed in *Rand*. 154 F.3d at 953. The Court recognized that "pro se *prisoner* litigants" face "unique handicaps of incarceration[,]" which include: limited access to legal materials; constraints on their abilities to obtain evidence needed to defeat a motion for summary judgment; and difficulties monitoring the progress of their case to ensure compliance with procedural deadlines. *Id.* at 958 (emphasis in original). These unique hardships require that affirmative steps be taken to ensure that "a prisoner's access to the courts is adequate, effective, and meaningful." *Id.* (citation omitted).

Thorson, however, is not a pro se prisoner and, as a result, she is not entitled to the requested *Rand* notice. Additionally, she does not face any of the above-mentioned infirmities that would require either the district court or Appellees to provide her with the *Rand* notice. Thorson, as evidenced by her numerous filings in this case and her consent to receive documents by email (ECF No. 6), can access legal materials and keep track of the case docket to ensure compliance with any procedural deadlines. It can also be inferred that Thorson most certainly does not have any issues accessing or obtaining evidence, given the almost 700 pages of exhibits attached to her opposition to Appellees' motion for summary judgment.

2-SER-0145 - 4-SER-0731.

Although pro se litigants are held to less stringent standards than represented parties, *Jackson v. Carey*, 353 F.3d 750, 757 (9th Cir. 2003), Thorson must comply with the procedural and substantive rules of the court, *King*, 814 F.2d at 567. She was not entitled to special notice of the summary judgment requirements or the opportunity to cure her deficiencies.

VIII. CONCLUSION

For the foregoing reasons, this Court should affirm the district court's: (1) Final Judgment, filed on June 6, 2025 (1-SER-0003); (2) "Order Granting Defendants' Motion for Summary Judgment[,]" filed on June 6, 2025 (1-SER-0004-0051); (3) Order Denying Plaintiff's Second Request for Leave to File Amended Complaint[,]" filed on February 27, 2025 (1-SER-0052-0066); and (4) Order Denying Plaintiff's Motion for Leave to File Amended Complaint[,]" filed on October 2, 2024 (1-SER-0067-0076).

DATED: Honolulu, Hawai'i, August 19, 2025.

/s/ Chase S.L. Suzumoto
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UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

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No. 25-3663

IN THE UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

LAURIE THORSON

pro se Plaintiff-Appellant

v.

HAWAII PUBLIC HOUSING AUTHORITY (HPHA)

HAKIM OUANSAFI, HPHA EXECUTIVE DIRECTOR

RYAN AKAMINE, HPHA CHIEF COMPLIANCE OFFICER

LYLE MATSUURA, HPHA SUPERVISOR IV

Defendants-Appellees

On Appeal from the United States District Court

for the District of Hawaii

Honorable Micah W.J. Smith, United States District Judge

(Civil Case No. 1:23-CV-00412-MWJS-WRP)

APPELLANT'S OPENING BRIEF

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FEDERAL RULES

I. JURISDICTIONAL STATEMENT

This Court has jurisdiction under ***28 U.S.C. §1291*** and ***28 U.S.C. §1332*** over the appeal from the United States District Court for the District of Hawaii order *(docket #129)* granting Defendant-Appellees 'Motion for Summary Judgment' *(docket #101)* dated June 6, 2025 in Civil Case No. 1:23-CV-00412-MWJS-WRP. Plaintiff-Appellant Laurie Thorson, proceeding pro se, timely filed her Notice of Appeal on June 9, 2025 *(docket #131).*

The district court abused its discretion by granting summary judgment without a hearing, contrary to the interests of justice and Hawaii's Local Rule 7.1(c), which permits oral argument at the court's discretion. This decision prejudiced Thorson's ability to address complex material facts, particularly given her pro se status and the need for procedural leniency for self-represented litigants, as recognized in ***Morrison v. Hall, 261 F.3d 896, 904 (9th Cir. 2001), and Johnson v. State of California, 207 F.3d 650, 656 (9th Circ. 2000).***

Additionally, the district court erred by denying *(docket #91, #110)* Thorson's motions to amend her complaint *(dockets #71, #94).* Thorson requests liberal construction of her pleadings and evidence, consistent with ***Erickson v. Pardus, 551 U.S. 89, 94 (2007).***

II. STATEMENT OF ISSUES PRESENTED

A. Did the district court err by failing to liberally construe Thorson's pro se pleadings and evidence when granting summary judgment?

B. Did the district court misapply sovereign immunity by dismissing claims against HPHA and official-capacity defendants without addressing ongoing ***Fair Housing Act*** violations under ***Ex parte Young***?

C. Did the district court err in granting qualified immunity to individual defendants despite genuine issues of material facts regarding retaliatory conduct?

D. Did the district court err by denying Thorson, a pro se litigant, adequate notice and opportunity to cure deficiencies in her summary judgment response?

E. Did the district court err by failing to address HPHA's illegal policies as a material fact supporting Thorson's ***Fair Housing Act*** claims, discrimination, retaliation, and alleged fund misuse under ***Loper Bright Enterprises v. Raimondo, 144 S. Ct. 2244 (2024)***?

F. Did the district court err by denying Thorson's motions to amend her complaint to add a fraud claim and defendant Bennett Liu as a defendant under ***Foman v. Davis, 371 U.S. 178 (1962)***?

III. STATEMENT OF THE CASE

Laurie Thorson *(hereinafter referred to as Thorson),* a 65-year-old disabled woman reliant on Social Security Disability Income, filed this pro se action in the U.S. District Court for the District of Hawaii *(Civil Case No. 1:23-CV-00412-MWJS-WRP)* against the Hawaii Public Housing Authority *(hereinafter referred to as HPHA)* and officials Hakim Ouansafi, Ryan Akamine, and Lyle Matsuura, alleging discrimination and retaliation under the ***Fair Housing Act (42 U.S.C. §3604(f), 42 U.S.C. §3617).***

Thorson, a disabled recipient of the Section 8 Housing Choice Voucher Program, challenged HPHA's policies - to use "low" comparables against the "contract rent" in all rent reasonableness determinations - which Thorson claims is not in compliance with ***HUD Regulations*** that mandates the methodology PHAs are required to use when determining rent reasonableness *(docket #113-22 - Attachment 20, HUD's methodology mandate).* Thorson contends that HPHA's noncompliant policy, as outlined in ***HPHA Admin Plan 8-III.D*** is noncompliant with ***HUD Regulations,*** and that HPHA refuses to ratify its Admin Plan into compliance with ***HUD Regulations*** as required in ***24 C.F.R. §982.507, 24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b).***

24 C.F.R. §982 governs the Section 8 Housing Choice Voucher Program and it is these federal rules that mandate how PHAs are to implement the program.

The Section 8 Housing Choice Voucher Program provides housing assistance in the form of vouchers that are issued to disabled, elderly, and low-income individuals. Each voucher holds a monetary value equal to the cost of living for a specific area, which is the amount of subsidy the PHA receives from HUD for that particular voucher. The amount of the voucher (aka: "payment standard" or "approved exception payment standard") assists the recipient in searching for a rental unit. Once the recipient secures a rental, and the landlord is willing to accept the Section 8 voucher, the parties submit a signed Lease and RFTA (Request for Tenancy Approval) to the PHA who then is required to initiate an inspection of the unit within ten days. The PHA then conducts an inspection of the unit and also performs a rent reasonableness analysis to determine if the proposed amount is indeed reasonable in comparison to unassisted rentals in the same area. This ensures that the proposed rent does not exceed the market rent for unassisted rentals in the same market area.

The following summarizes the alleged fraud scheme initiated by the HPHA: What the HPHA does is to create 'surplus grant funds' through means of reducing the recipient's payment standard, which is done by subverting policy. Immediately upon receiving the Lease and RFTA, before the inspection of the rental unit, the HPHA conducts the required rent reasonableness test and enforces their noncompliant policy - to use "low" comparables against the "contract rent" –

which effectively reduces the recipient's payment standard, while HPHA still receives the original subsidy amount from HUD. The landlord is either required to accept or reject the newly reduced rent, or the recipient can search for a different rental unit using the newly implemented reduced payment standard. Thorson alleges this process allows HPHA to divert the excess 'surplus grant funds' (aka: subsidies), claiming that the noncompliant policies only serves to benefit HPHA and is not in the best interest of the recipients or the landlords who participate in the Section 8 program.

After the HPHA applied its noncompliant policy, which caused Thorson's "approved exception payment standard" to be reduced, Thorson challenged HPHA's policies – to use "low" comparables against the "contract rent" – claiming it caused her "approved exception payment standard" to be reduced from $4,207 to $3,273, and caused the landlord's proposed rent to be reduced from $4,000 to $3,273, which allowed HPHA to divert the "excess grant funds" (aka: subsidies) from Thorson's voucher in the amount of $934 each month.

Only after Thorson challenged HPHA's policies – to use "low" comparables against the "contract rent" – did HPHA allegedly retaliate by intentionally interfering with Thorson's reasonable accommodation to have a live in aide (which HPHA approved in 2017) by imposing stringent prerequisites, which resulted in the HPHA terminating Thorson's live-in aide, terminating her 2-bedroom voucher, and then refused to allow her landlord to adjust the rental unit so Thorson could remain in the unit with her 0-bedroom voucher, which led to her eviction and homelessness in October 2024.

Despite Thorson submitting a voluminous amount of evidence to the district court to support her claims against HPHA; on June 6, 2025, the district court granted Defendants Motion for Summary Judgment, finding sovereign immunity barred claims against HPHA and qualified immunity shielded individual defendants. Thorson appeals, seeking reversal and remand for trial.

Thorson's 'Opposition to Defendants Motion for Summary Judgment' *(docket # 113)* includes extensive evidence: seven (7) physician letters confirming her need for a live-in aide, medical records, HUD correspondence debunking the defendants' policies as being noncompliant, proof of retaliatory investigations, and imposing stringent prerequisites on Thorson and her live in aide *and* threats of imprisonment for noncompliance which caused her son to quit as her aide.

Thorson provided the district court citations of federal regulations - including ***24 C.F.R. §982.52(a)***, ***24 C.F.R. §982.54(b), 24 C.F.R. §982.316, FEDERAL REGISTER 98-10374*** *(docket #113-28 – Attachment 28)*; ***HUD PIH NOTICE 2010-26*** *(docket #113-64 - Attachments 62); and* ***HUD PIH NOTICE 2014-25*** *(docket #113-65 - Attachment 63)*, which prohibits PHAs from acting as gatekeepers and imposing unauthorized requirements to determine if a recipient is disabled and to determine what support services a disabled recipient can receive to accommodate their disabilities.

Thorson's evidence proves that she was targeted only **after** she disputed HPHA's noncompliant policies are not being in compliance with federal rules and ***HUD Regulations*** that govern the Section 8 Housing Choice Voucher Program. Thorson's evidence also proves that HPHA received the ***HUD Regulations*** (mandate on how comparables are to be gathered) from Hawaii's HUD/PIH Director, Jesse Wu, so that HPHA could remedy their noncompliant policies, which HPHA refused.

The district court granted summary judgment on June 6, 2025, finding: (1) sovereign immunity barred all claims against HPHA and official-capacity money damage claims, except for prospective relief under *'**Ex parte Young**';* and (2) qualified immunity shielded the individual defendants in their personal capacities, concluding no violation of Thorson's Fair Housing Act rights.

Thorson appeals the district court overlooked material facts warranting a trial, failed to honor her pro se status, and ignored the illegal policies altogether which is the basis of Thorson's retaliation claim; moreover, the court overlooked Hakim Ouansafi, admission in his Declaration *(docket #102-1)* that the HPHA board adopted the policies - to use "low" comparables against the "contract rent".

Thorson contends this policy deviates from HUD's mandate on the methodology PHAs are required to use when determining rent reasonableness *(docket #113-22 - Attachment 20).* Thorson further contends HPHA's policy - as outlined in ***HPHA Admin Plan 8-III.D*** - is noncompliant with ***HUD Regulations*** as required in ***24 C.F.R. §982.507, 24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b).***, and contributes to the alleged fraud schemes to divert federal funds from the Section 8 Housing Choice Voucher Program as outlined in Thorson's evidence - Fraud Charts created based on figures extracted from HUD data and HPHA financial statements. *(docket #113-73 – Attachment A – PHA:H1901 HPHA; docket #113-74 – Attachment B – PHA:H1003 CITY&COUNTY OF HONOLULU; docket #113-75 – Attachment C – PHA:H1005 KAUAI)*

IV. SUMMARY OF THE ARGUMENT

The district court erred in granting summary judgment by failing to liberally construe Thorson's pro se pleadings and evidence, as required by ***Haines v. Kerner, 404 U.S. 519, 520 (1972),*** and ***Erickson v. Pardus, 551 U.S. 89, 94 (2007),*** overlooking triable issues of retaliation and discrimination.

The district court misapplied sovereign immunity by dismissing claims against HPHA without fully addressing ongoing ***Fair Housing Act*** violations under ***Ex parte Young, 209 U.S. 123, 159–60 (1908);*** and improperly granted qualified immunity to individual defendants despite evidence proving intentional misconduct.

The district court erred in failing to provide Thorson, a pro se litigant, adequate notice and opportunity to cure deficiencies, violating ***Eldridge v. Block, 832 F.2d 1132, 1137 (9th Cir. 1987).***

The district court erred by ignoring HPHA's illegal policies - admitted by Hakim Ouansafi *(docket #102-1)* - as a material fact supporting Thorson's ***Fair Housing Act*** claims, discrimination, retaliation, and alleged fraud (fund misuse), contravening ***Loper Bright Enterprises v. Raimondo, 144 S. Ct. 2244 (2024).***

The district court abused its discretion by denying *(docket #91, #110)* Thorson's motions to amend her complaint *(dockets #71, #94)* to add the claim of Fraud and to add Bennett Liu (Chief Financial Officer) as a defendant, contrary to ***Foman v. Davis, 371 U.S. 178 (1962).*** Reversal and remand for trial are necessary to protect Thorson's access to justice.

Defendant Hakim Ouansafi admits in his Declaration *(docket #102-1),* that the policies are indeed illegal, which is proof that the policies deviates from ***24 C.F.R. §982.507, 24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b),*** proving the illegal policies facilitate an elaborate fraud scheme that allowed the defendants to divert millions from the Section 8 Housing Choice Voucher Program (since January 2015, and continue to divert over $1M each month). Thorson provided evidence - HUD Charts and Fraud Charts (created from figures extracted from HUD data and HPHA financial records) - that detailed factual evidence to prove her alleged claims, which warrants a trial. *(docket #113-73 – Attachment A; docket #113-74 – Attachment B; docket #113-75 - Attachments A-C).*

The district court erred in granting summary judgment by ignoring and failing to define the illegal policies is a genuine issue of material fact, specifically Thorson's claim that the policies is the motivation factor behind the retaliation claim, by interfering with her live in aide and housing. Executive Director, Hakim Ouansafi, admits *(docket #102-1)* to implementing the illegal policies – to use "low" comparables against the "contract rent" in all rent reasonableness determinations, which policies violate ***HUD Regulations*** *(docket #113-22 - Attachment 20),* enabling defendants to divert subsidies from each and every voucher, which supports Thorson's fraud claim alleging HPHA is intentionally misappropriating federal funds from the Section 8 program, and underpinning Thorson's ***Fair Housing Act (FHA)*** claims under ***42 U.S.C. §3604(f), 42 U.S.C. §3617.***

The illegal policies are the motivating factor behind Thorson's retaliation claim, in which Thorson claims the HPHA intentionally interfered with her reasonable accommodation to have a live in aide and interfered with her voucher only **after** she disputed the illegal policies being applied to her voucher.

The district court erred by ignoring retaliation efforts by HPHA to intentionally interfere with Thorson's reasonable accommodation to have a live in aide by fabricating strict prerequisites *(docket #113-50 – Attachment 48)* and demanding compliance, even threatening Thorson and her live in aide of fraud prosecution for noncompliance. This retaliation effort to interfere with Thorson's live in aide allowed HPHA to interfere with Thorson's housing - by terminating her 2-bedroom voucher so she could no longer receive overnight care when needed, as required by Thorson's physicians *(docket #113-51 - Attachment 49),* which 'written verification' was in HPHA's possession since 2017 *(docket #113-7 – Attachment 5; docket #113-8 – Attachment 6)* which is the basis for approving Thorson's live in aide and issuing her a 2-bedroom voucher to accommodate a live in aide providing overnight care. Thorson was issued and received her 2-bedroomv voucher in 2017 *(docket #113-6 – Attachment 4)* and again in March 2022 *(docket #113-9 – Attachment 7).*

The district court erred in failing to define the policies as being noncompliant with ***HUD Regulations***. Under ***Loper Bright Enterprises v. Raimondo, 144 S. Ct. 2244 (2024),*** the court's deference to HPHA's interpretation was error, warranting reversal and remand.

The court's failure to evaluate this policy's illegality, deferring to HPHA's claim of market accuracy, violates ***Loper Bright Enterprises v. Raimondo*, 144 S. Ct. 2244, 2273 (2024),** which mandates independent judicial review of agency actions. By ignoring Thorson's factual evidence *(docket #113)* and Ouansafi's admission of the illegal policies *(docket #102-1)*, the court improperly weighed factual evidence against a pro se plaintiff who is entitled to liberal construction (***Haines v. Kerner, 404 U.S. 519, 520 (1972***)).

A trier of facts could find that the HPHA's illegal policies are noncompliance with established federal rules and HUD Regulations, restricted Thorson's reasonable accommodations, and restricted her housing access; motivated by retaliatory adverse actions by HPHA, warranting reversal and remand under ***Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986).***

HPHA's Illegal Policies Violates HUD Regulations and Enables Fund Misuse:

HUD Regulations require PHAs to perform rent reasonableness determinations to ensure Section 8 rents are reasonable and reflect "comparable units in the private unassisted market" (based on location, quality, size, unit type, age, and amenities) per ***24 C.F.R. §982.507(b).***

Executive Director, Hakim Ouansafi, admitted in his Declaration *(docket #102-1)* attached to Defendants Motion for Summary Judgment that ***HPHA Admin Plan 8-III.D*** *(docket #113 - Attachment 67)* is not in compliance with HUD Regulations - as required in ***24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b)***, which HUD provides the mandate on the methodology to be used in gathering comparables to determine rent reasonableness. The mandate is not to use "low" comparables against the "contract rent", but rather to gather comparables that are

"20-25% above the payment standard" and in Thorson's case the "approved exception payment standard" *(docket # 113-22 - Attachment 20*).

Thorson informed the HPHA of HUD's legal methodology in gathering comparables by forwarding the email she received from HUD/PIH Director, Jesse Wu *(docket #113-21 - Attachment 19; docket #113-22 – HUD Regulation).* On 04.01.22, Lyle Matsuura received Jesse Wu's email, and on 04.06.22, Hakim Ouansafi also received Jesse Wu's email the same day he instructed Ryan Akamine to "review" Thorson's file – which turned into an "investigation" into Thorson's "need" for a live in aide and in determining what support services she could receive.

HPHA enforces the noncompliant policies - to use "low" comparables against the "contract rent" - for the sole purpose of reducing the amount of subsidy paid out for each voucher, which increases the amount of subsidy that is diverted from the Section 8 program. This alone is the reason the defendants refuse to ratify the 2011 illegal policies *(docket #113-69 – Attachment 67, HPHA Admin. Plan 8-III.D at 8-17),* into compliance with ***HUD Regulations*** *(docket #113-22 – Attachment 20)* which Hakim Ouansafi admitted were illegal *(docket #102-1,)* - noting that the policies are of no benefit to the recipients and the landlords of the Section 8 program, but only serve to benefit the alleged fraud scheme to allow HPHA to divert subsidies from every voucher.

Thorson provided the district court with sufficient evidence to prove the policies implemented as part of an elaborate fraud scheme to divert federal funds from the Section 8 program. The district court erred by denying Thorson's motions to amend her complaint to add the claim of Fraud, which includes adding Bennet Liu, Chief Financial Officer, as a defendant, since it is Liu who is responsible for managing the federal funds entrusted to HPHA to implement the federal program: Section 8 Housing Choice Voucher Program.

V. STANDARD OF REVIEW

This Court reviews the district court's order granting summary judgment de novo, viewing the evidence in the light most favorable to Thorson as the non-moving party. ***Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986)***; ***Delta Savings Bank v. United States, 265 F.3d 1017, 1021 (9th Cir. 2001).***

For pro se litigants, pleadings and evidence are liberally construed, allowing for an opportunity to cure deficiencies. Summary judgment is improper if genuine issues of material facts exist. ***Erickson v. Pardus, 551 U.S. 89, 94 (2007); Eldridge v. Block, 832 F.2d 1132, 1137 (9th Cir. 1987); Haines v. Kerner, 404 U.S. 519, 520 (1972)***; ***Hebbe v. Pliler, 627 F.3d 338, 342 (9th Cir. 2010).***

Questions of sovereign and qualified immunity are also reviewed de novo, assessing whether the court properly defined and applied legal standards to facts viewed in Thorson's favor. ***Scott v. County of San Bernardino, 903 F.3d 943, 947 (9th Cir. 2018); Loper Bright Enterprises v. Raimondo, 144 S. Ct. 2244 (2024).***

VI. ARGUMENTS

A. The District Court Erred by Failing to Liberally Construe Thorson's Pro Se Pleadings and Evidence

Legal Standard: Courts must liberally construe pro se pleadings and evidence to ensure substantive justice, holding them to less stringent standards than attorney-drafted filings. ***Haines v. Kerner, 404 U.S. 519, 520 (1972); Erickson v. Pardus, 551 U.S. 89, 94 (2007). Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986).*** This includes discerning viable claims from pro se filings and viewing evidence in the non-movant's favor at summary judgment. ***Gomez v. Vernon, 255 F.3d 1118, 1121 (9th Cir. 2001) –*** allows for reasonable allowances for pro se litigants' procedural errors, such as authentication issues with evidence***; Hebbe v. Pliler, 627 F.3d 338, 342 (9th Cir. 2010)*** - emphasizes that pro se litigants are entitled to notice of deficiencies and an opportunity to amend, even after summary judgment is granted; ***Balistreri v. Pacifica Police Dept, 901 F.2d 696, 699 (9th Cir. 1988)*** reinforces that pro se pleadings must be held to less stringent standards, and courts have a duty to construe them liberally, especially where the plaintiff's claims involve civil rights violations, detailing that evidence (e.g., physician letters, HUD correspondence) should have prompted the court to develop Thorson's claims further.

Narrative: The district court failed to liberally construe Thorson's pro se pleadings, violating ***Haines v. Kerner, 404 U.S. 519, 520 (1972),*** and ***Erickson v. Pardus, 551 U.S. 89, 94 (2007),*** which require courts to discern viable claims from pro se filings. Thorson's 45-page opposition *(docket #113)* clearly alleges HPHA's retaliation **after** she challenged the illegality of the HPHA noncompliant policies - to use "low" comparable against the "contract rent" in all rent reasonableness determinations - which violates ***24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b)***.

The court ignored triable issues of discrimination and retaliation:

Retaliatory Investigation: After Thorson disputed HPHA's illegal policies, Ryan Akamine, acting under Hakim Ouansafi's direction, initiated an unauthorized investigation into Thorson's "need" for a live-in aide, and exercised self-imposed authority to determine what support services Thorson could receive to accommodate her disabilities, which HUD does not permit.

Ryan Akamine is authorized only to obtain 'written verification' from Thorson's physicians, and is not permitted as a state employee to act as the gatekeeper - having precedence over the authority of Thorson's physicians - to determine what support services Thorson can receive to accommodate her disabilities. ***FEDERAL REGISTER 98-10374*** *(docket #113-28 – Attachment 28)*; ***HUD PIH NOTICE 2010-26*** *(docket #113-64 - Attachments 62); and* ***HUD PIH NOTICE 2014-25*** *(docket #113-65 - Attachment 63).*

Akamine also investigated Thorson's live in aide's "primary residence" despite that HUD does not define a live in aide's "primary residence" *(docket #113-40 - Attachment 38, HUD/FHEO Branch Chief Stephanie Rabiner's confirmation).*

Akamine imposed upon Thorson and her aide unlawful stringent prerequisites *(docket #113-50 - Attachment 48)* which allowed Akamine to terminate Thorson's live in aide (which HPHA approved in 2017). Akamine's fabricated prerequisites were applied only **after** Thorson disputed the illegal policies, with Akamine was now requiring that Thorson's live in aide must reside in Thorson's home as his primary and only residence, must sleep in Thorson's home 24/7 every night of the week, and must be **un**employed *(docket #113-50 - Attachment 48)* - which lacks any basis in ***HUD Regulations (24 C.F.R. §982.316)*** - in order for Thorson to be approved to receive disability-related overnight care and be approved for a 2-bedroom voucher (both approved by HPHA in 2017).

Evidence of Misconduct: Akamine's stringent prerequisites were being applied for the first time since 2017 (when HPHA initially approved Thorson's livein aide), which only required the live in aide to sign a form to confirm he was not a convict and did not owe money to any PHA *(docket #113-7 – Attachment 5, page 2; docket #113-8 – Attachment 6, page 2)*. HPHA approved Thorson's reasonable accommodation to have a live in aide in 2017.

At no time from 2017 to April 12, 2022 was Thorson and her live in aide aware of any rules that applied to determine if she qualified to receive support services from her live in aide. It was only **after** Thorson disputed the illegal policies, that Akamine contacted Thorson on April 12, 2017 and informed her that if she did not respond in 2 hours and 43 minutes and answer numerous questions about her live in aide, did he threaten to cancel the inspection scheduled the following morning on the new rental *(docket #113-29 - Attachment 27).*

Akamine knew full well that Thorson and her live in aide could not comply with his stringent prerequisites. Akamine's prerequisites and his threats of fraud prosecution implying imprisonment - which he communicated to third parties outside the agency (ex-neighbor and ex-landlord) and confirmed by HUD/FHEO Branch Chief, Stephanie Rabiner *(docket #113-3 – Attachment 1)* – is what caused Thorson's son to quit as her live in aide.

Thorson provided evidence to prove she made contact with the HUD/FHEO Branch Chief, Stephanie Rabiner to prove Akamine exceeded his authority in determining that Thorson's live in aide's "primary residence" must be Thorson's home *(docket #113-40 - Attachment 38).* FHEO Branch Chief, Stephanie Rabiner, confirmed Akamine's requirement that the live in aide must reside in Thorson's home as his primary and only residence was not supported by HUD.

Akamine's fabricated stringent prerequisites, that the live in aide is not permitted to have a separate residence, must reside in Thorson's home 24/7, and must be unemployed *(docket #113-50 – Attachment 48)* only applied to Thorson and not to all recipients of the Section 8 program, is not supported by any administrative rules, federal rules, or HUD Regulations.

Impact on Housing: Akamine's actions forced Thorson to accept a 0-bedroom voucher, after he terminated her live in aide and terminated her 2-bedroom voucher. Akamine knew that Thorson could not satisfy his strict prerequisites to have a live in aide, and never could afford to pay and care for a live-in aide - on her fixed income of SSDI in the amount of $934 per month.

HPHA, through Lyle Matsuura, then blocked Thorson's landlord from reducing the size of his rental unit from a 2-bedrom rental to a 1-bedroom rental so that Thorson could remain as a tenant using her 0-voucher *(docket #113-43 – Attachment 41 to docket #113-48 - Attachments 41–46 AND docket #113-55 – Attachment 53 to docket #113-57 – Attachment 55),* which led to Thorson's eviction on August 4, 2024 *(docket #113-48 – Attachment 46)* and homelessness by October 1, 2024, despite the landlord's efforts to provide housing for Thorson *(docket #113-58 - Attachment 56, landlord's letter to Judge Micah W.J. Smith).*

Medical Evidence Ignored: Thorson provided seven physician letters and extensive medical records *(docket #113, Attachments 27–31, 49)* verifying her need for a live-in aide, approved by HPHA in 2017 *(docket #113, Attachments 5–6).* The court disregarded this evidence, despite HUD Notices *(docket #113, Attachments 62–63, 66)* permitting disability-related overnight care.

The court's summary conclusion of no ***FHA*** violation ignored Thorson's evidence, which raises triable issues under ***42 U.S.C. §3604(f), 42 U.S.C. §3617,*** and HUD Regulations. By excluding record evidence without requesting affidavits, the court failed to honor Thorson's pro se status, warranting reversal for trial.

Factual Basis: Thorson's 45-page opposition *(docket #113)* detailed HPHA's retaliation was initiated only **after** she challenged its policies – to use "low" comparables against the "contract rent" – and after she forwarded HUD Director Jesse Wu's email to Supervisor Lyle Matsuura on April 1, 2022 *(docket #113-21 – Attachment 19)***.** Thorson's evidence proved that the HPHA was aware of the HUD Regulations which mandated the correct methodology that is to be used in determining rent reasonableness and refused to comply.

Jesse Wu confirmed that HPHA's policy - to use "low" comparables against the "contract rent" - is not in compliance with ***HUD Regulations*** *(docket #113-22 – Attachment 20).* This proves the HPHA's 2011 '***HPHA Admin Plan 8-III.D***' *(docket #113-69 – Attachment 67)* is noncompliant with ***HUD Regulations***, and that HPHA refused to ratify their Admin Plan into compliance with the ***HUD Regulations***, as required in ***24 C.F.R. §982.507, 24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b).***

Thorson's factual evidence included seven physician letters verifying her need for a live-in aide *(docket #113-51 – Attachment 49)*, HUD correspondence confirming HPHA's noncompliance from HUD Director Jesse Wu *(docket #113-21 – Attachment 19),* and proof of retaliatory actions, such as voucher termination, imposing stringent fabricated prerequisites to have a live in aide and threats of fraud prosecution for noncompliance which caused Thorson's son to quit as her aide. HPHA's continued retaliatory actions even led to her eviction and to her homelessness in October 2024.

Error by District Court: The district court failed to liberally construe Thorson's opposition *(docket #113)*, summarily concluding no ***Fair Housing Act (FHA)*** violation occurred *(docket #129).*

The district court overlooked triable issues of retaliation and discrimination, such as HPHA's unauthorized investigation into Thorson's live-in aide and voucher reduction, despite HUD's confirmation that HPHA's policies lacked regulatory basis. By excluding evidence already in the record without requesting affidavits for authentication, the court violated ***Gomez v. Vernon, 255 F.3d 1118, 1121 (9th Cir. 200)***'s mandate to develop pro se claims.

Relief Sought: This Court should reverse the summary judgment order and remand for trial to assess Thorson's evidence under liberal construction standards.

B. The District Court Misapplied Sovereign Immunity, Overlooking Ongoing FHA Violations Under *Ex parte Young*

Legal Standard: Sovereign immunity does not bar suits against state officials for ongoing federal law violations if they have a sufficient enforcement connection. ***Ex parte Young, 209 U.S. 123, 159–60 (1908); Coal. to Def. Affirmative Action v. Brown, 674 F.3d 1128, 1134 (9th Cir. 2012).*** Prospective relief is permissible to enjoin continuing violations, such as ***FHA*** noncompliance. ***Doe v. Lawrence Livermore Nat'l Lab., 131 F.3d 836, 840 (9th Cir. 1997).***

Verizon Md. Inc. v. Pub. Serv. Comm'n of Md., 535 U.S. 635, 645 (2002) - Supreme Court decision clarifies that ***Ex parte Young*** applies to state officials enforcing ongoing violations of federal law, even if the agency itself is immune. Hakim Ouansafi, Ryan Akamine, and Lyle Matsuura's continued enforcement of the illegal "low comparable" policy constitutes an ongoing ***FHA*** violation warranting injunctive relief. ***Planned Parenthood of Idaho, Inc. v. Wasden, 376 F.3d 908, 919 (9th Cir. 2004)*** - holds that sovereign immunity does not bar suits against state officials for prospective relief when they have a direct enforcement role. ***Armstrong v. Exceptional Child Ctr., Inc., 575 U.S. 320, 326-27 (2015) -*** supports the notion that state agencies can be subject to federal oversight when they violate federal statutes, reinforcing Thorson's argument that HPHA's noncompliance with ***HUD Regulations (24 C.F.R. §§ 982.507, 24 C.F.R.***

§982.52(a) and ***24 C.F.R. §982.54(b))*** waives immunity under Hawaii's "sue and be sued" statute, ***HRS § 356D-4(a)(1).***

The district court's limited application of ***Ex parte Young*** failed to account for the ongoing nature of HPHA's policy violations and the officials' enforcement roles, necessitating broader injunctive relief.

Narrative: The district court misapplied sovereign immunity by dismissing claims against HPHA, restricting ***Ex parte Young*** relief against individual defendants, and ignoring ongoing ***FHA*** violations post-2022. ***Ex parte Young, 209 U.S. 123 (1908)*** *and* ***Coal. to Def. Affirmative Action v. Brown, 674 F.3d 1128, 1134 (9th Cir. 2012)*** immunity does not shield officials enforcing unlawful policies.

Thorson's evidence demonstrates:

Ongoing Violations: After Thorson challenged HPHA's "low comparable" policy in March 2022, defendants reduced her "approved exception payment standard" which HPHA initially approved in 2017, and thereafter nullified after she challenged the "low" comparable. The policy - to use "low" comparables against the "contract rent" – was applied to Thorson's "approved exception payment standard" *(docket #113-22 - Attachment 20)* which reduced her "approved exception payment standard" and nullified her 120% reasonable accommodation.

After Thorson disputed the use of the policy - to use "low" comparables against the "contract rent" - the HPHA then retaliated by targeting Thorson's live in aide, which terminated Thorson's reasonable accommodation to have a live in aide, and terminated Thorson's 2-bedroom voucher.

After Thorson was issued a 0-bedroom voucher, HPHA again acted in a retaliatory effort to interfere with Thorson remaining in her rental - by not allowing the landlord to reduce the size of his rental from a 2-bedroom unit to a 1-bedroom unit so that Thorson could remain as a tenant using her 0-bedroom voucher. This caused the landlord to issue Thorson a 'Notice to Vacate', causing Thorson to be homeless at 65 years old *(docket #113-16 - Attachments 14 to docket #113-18 – Attachment 16, docket #113-44 Attachment 42 to docket #113-48 – Attachment 46, and docket #113-55 – Attachment 53 to docket #113-58 – Attachment 56).*

Enforcement Roles: Hakim Ouansafi, as Executive Director, admitted HPHA's policies ***(HPHA Admin Plan 8-III.D)*** deviated from HUD mandates *(docket #102-1)* and admitted at a board meeting the noncompliant policies - to use "low" comparables against the "contract rent" - "…differs from the HUD mandate…" *(docket #113-72 – Attachment 70, page 147).*

Ryan Akamine, as the Chief Compliance Officer, enforced Hakim Ouansafi's illegal polices, imposed unauthorized strict prerequisites for Thorson's live in aide, threatened Thorson and her live in aide of fraud and imprisonment for noncompliance, terminated Thorson's reasonable accommodation to have a live in aide, terminated Thorson's 2-bedroom voucher, created obstacles for Thorson to secure housing using her 0-bedroom voucher, caused Thorson to be homeless, and Thorson currently is without a live in aide because she is unable to satisfy Akamine's stringent prerequisites to warrant approval.

Lyle Matsuura, as the Supervisor (who is the direct contact between HPHA and all Section 8 recipients and landlords) enforces all of Hakim Ouansafi and Ryan Akamine's policies, interfered with Thorson's reasonable accommodation to have a live in aide, interfered with her housing, imposed restrictions upon the landlord so that Thorson could not remain in his rental unit, and the list goes on . The roles of these state employees, and their continued adverse actions against Thorson, establish the enforcement connection required for ***Ex parte Young*** relief.

State Waiver: Thorson argued HPHA's "sue and be sued" statute, ***HRS §356D-4(a)(1),*** waives immunity *(docket #113, page 40),* which the court ignored.

Official Misconduct: Hakim Ouansafi's job description as the Executive Director *(docket #113-70 - Attachment 68)* requires managing his staff and enforcing compliance with all federal laws that govern the Section 8 Housing Choice Voucher Program, yet he chose to enforce noncompliant policies.

Ryan Akamine's role as Chief Compliance Officer *(docket #113-67 - Attachment 69)* obligated him to ensure HPHA was in compliance with federal laws that govern the Section 8 program, and report discrepancies to the Executive Director. Instead, Akamine enforced the illegal policies and imposed fabricated prerequisites to enforce aide restrictions upon Thorson's aide thus allowing Akamine to terminate her aide and 2-bedroom voucher.

Lyle Matsuura, as a supervisor, implemented the illegal policies against the federal mandates *(docket #113-55 – Attachment 53 to docket #113-57 -, Attachments 55),* and created obstacles so that Thorson could not remain in her rental, causing her to be homeless at 65 years old.

The district court's limited relief *(docket #129, page 22)* failed to address Thorson's ongoing harm by misapplying ***Doe v. Lawrence Livermore, 131 F.3d at 840.*** Reversal is needed to expand injunctive relief and consider HPHA liability.

Factual Basis: Thorson's evidence showed post-2022 ***FHA*** violations, including HPHA's reduction of her "approved exception payment standard", termination of her live-in aide accommodation, termination of her 2-bedroom voucher, and refusal to allow the landlord to adjust the size of the rental unit so Thorson could remain as a tenant - resulting in her homelessness.

Hakim Ouansafi admitted to the illegal policies - Declaration attached to Motion for Summary Judgment *(docket #102-1)* - which he enforced as the Executive Director-alongside Ryan Akamine and Lyle Matsuura's actions to implement them.

Error by District Court: The district court allowed limited prospective relief under ***Ex parte Young*** but erred by dismissing all claims against HPHA and restricting relief against individual defendants *(docket #129).*

The district court failed to credit Thorson's evidence *(docket #113)* of ongoing physical damages, interference with her aide, interference with her housing, obstacles to prevent her from remaining in her home, causing her to homeless, ignoring Hakim Ouansafi's enforcement role, which waives immunity under ***Doe.***

The court also overlooked Hawaii's "sue and be sued" statute ***(HRS §356D-4(a)(1))***, which Thorson argued waives HPHA's immunity.

Relief Sought: Reversal is warranted to expand injunctive relief against individual defendants and reconsider HPHA's liability, with remand for trial to evaluate ongoing violations.

C. The District Court Erred in Granting Qualified Immunity, Ignoring Genuine Issues of Material Fact Regarding Retaliatory Conduct

Legal Standard: Qualified immunity is unavailable if officials violate clearly established rights of which a reasonable person would know. ***Pearson v. Callahan, 555 U.S. 223, 231 (2009).*** Intentional misconduct, such as retaliatory actions violating ***FHA*** protections ***(42 U.S.C. § 3617)*** and ***HUD Regulations (24 C.F.R. §982.316),*** precludes immunity. ***Hope v. Pelzer, 536 U.S. 730, 739 (2002***); ***Harlow v. Fitzgerald, 457 U.S. 800, 818 (1982).***

Saucier v. Katz, 533 U.S. 194, 201 (2001) - establishes that qualified immunity does not apply if the facts, viewed in the plaintiff's favor, show a violation of clearly established statutory or constitutional rights. Defendants' actions (e.g., Akamine's unauthorized aide requirements, voucher termination) violated ***42 U.S.C. § 3617***, a well-established FHA protection; ***Clement v. City of Glendale, 518 F.3d 1090, 1093-94 (9th Cir. 2008) -*** holds that immunity is inappropriate when there are disputed facts about intent, such as retaliation. The timing of HPHA's actions after Thorson's 2022 challenge *(docket #113, Attachments 18-19)* supports a triable issue of retaliatory intent; ***Devereaux v. Abbey, 263 F.3d 1070, 1074-75 (9th Cir. 2001) (en banc) -*** clarifies that immunity fails when officials fabricate evidence or engage in misconduct, which Thorson alleges with Akamine's threats of fraud prosecution *(docket #113, pages 19-21).*

Narrative: The district court erred by granting qualified immunity, ignoring genuine factual disputes about defendants' retaliatory conduct *(docket #129, pages 25–26).* Under ***Pearson v. Callahan, 555 U.S. 223, 231 (2009),*** and ***Hope v. Pelzer, 536 U.S. 730, 739 (2002),*** immunity fails when officials intentionally violate clearly established rights.

Thorson's evidence proves:

FHA and HUD Violations: Defendants violated ***24 C.F.R. §982.316*** by denying Thorson support services from a live-in aide, despite seven (7) physician letters *(docket #113-51 - Attachment 49)* proving Thorson is disabled and requires support services from an aide when needed.

Defendants violated ***24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b),*** which requires that ***HPHA Admin Plan 8-III.D*** be in compliance with HUD Regulations. Thorson forwarded to HPHA the communications she received from HUD/PIH Director, Jesse Wu *(docket #113-22 – Attachment 20)* who provided the ***HUD Regulations*** that mandates the legal methodology on how comparables are gathered in determining rent reasonableness, but HPHA still chose to enforce the noncompliant policies – to use "low" comparables against the "contract rent" – and then immediately retaliated against Thorson by interfering with her live in aide which resulted in the defendants terminating her reasonable accommodation to have a live in aide by imposing stringent prerequisites, which then allowed the defendants to terminate Thorson's live in aide and 2-bedroom voucher.

Defendants violated ***42 U.S.C. §3617*** by imposing fabricated stringent prerequisites (docket #113-50 – Attachment 48) as a mandate for Thorson to be approved to receive support services from a live in aide; then requiring compliance with the prerequisites by making threats of fraud prosecution. In addition, defendants then imposed obstacles so that Thorson's landlord was not permitted to reduce the size of his rental unit from a 2-bedroom unit to a 1-bedroom unit so that Thorson could remain as a tenant using her 0-bedroom voucher.

(docket #113-44 - Attachment 42; docket #113-45 – Attachment 43; docket #113-46 – Attachment 44; docket #113-47 – Attachment 45; docket #113-48 – Attachment 46; docket #113-55 – Attachment 53; docket #113-56 – Attachment 54; docket #113-57 – Attachment 55; docket #113-58 – Attachment 56)

Retaliatory Intent: After Thorson challenged HPHA's noncompliant policies in March 2022, Ryan Akamine's investigation imposed strict unauthorized aide requirements *(docket #113-50 - Attachment 48),* refuted by HUD's FHEO Branch Chief, Stehanie Rabiner *(docket #113-3 - Attachment 1; docket #113-40 - Attachment 38).* Ryan Akamine's strict prerequisites and threats of fraud for noncompliance caused Thorson's son to quit as her live in aide, disrupting the accommodations approved by HPHA in 2017 *(docket #113-5 – Attachment 3 to docket #113-8 - Attachments 6).*

Prior Approvals Ignored: HPHA approved Thorson's 2-bedroom voucher, live-in aide, and 120% accommodation in 2017 - voucher transferred from Oregon *(docket #113-5 - Attachment 3)*. Over five years later, only **after** Thorson disputed HPHA's illegal policies – to use "low" comparables against the "contract rent" in all rent reasonableness determinations – that adversely affected Thorson, did HPHA intentionally interfere, evidencing retaliation.

The court's failure to view facts in Thorson's favor, required by ***Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986),*** and ***Harlow v. Fitzgerald, 457 U.S. 800, 818 (1982)*** warrants reversal to allow a jury to assess liability.

Factual Basis: Thorson's evidence showed defendants knowingly violated ***24 C.F.R. §982.316*** by imposing unauthorized live-in aide requirements *(docket #113-50 - Attachment 48)* by declaring self-imposed "authority" to have precedence over the authority of Thorson's physicians who provided 'written verification' *(docket #113-51 - Attachments 49)* as required to prove that Thorson is disabled and requires support services from a live in aide to accommodate her disabilities.

The unauthorized live in aide requirements are not supported by any federal rules and is not supported by the ***HPHA Admin Plan***, as required in ***24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b)***. There are now two instances where the HPHA is not in compliance with ***24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b)***: by (1) enforcing noncompliant policies to use "low" comparables against the "contract rent in all rent reasonableness determinations (ignoring ***HUD Regulations*** – *docket #113-2 – Attachment 20*), and (2) enforcing stringent prerequisites that applied only to Thorson's live in aide; the latter being in retaliation for Thorson challenging HPHA's noncompliant policies.

After Thorson challenged the noncompliant policies in March 2022, Hakim Ouansafi instructed Ryan Akamine to "review" Thorson's file that turned into an investigation into her "need" for a live in aide and to determine what support services she could receive from her aide. Instead of ratifying the noncompliant policies into compliance with ***HUD Regulations***, Akamine imposed stringent prerequisites in order for Thorson to continue to receive support services from her aide, which he demanded compliance by threatening fraud prosecution for noncompliance of his fabricated prerequisites. This is what caused Thorson's son to quit as her aide.

The court ignored evidence that proves HUD allows an aide to provide disability-related overnight care when needed as a reasonable accommodation:

HUD Regulations / *PIH Guidebook re live in aide, pg 13* *(docket #113-68-Attachment 66)*
HUD PIH NOTICE 2010-26 *(docket #113-64 – Attachment 62)*
HUD PIH NOTICE 2014-25 *(docket #113-65 – Attachment 63)*
FEDERAL REGISTER 98-10374 *(docket #113-28 – Attachment 26)*

Akamine disregarded HUD Regulations by intentionally imposing his own stringent prerequisites in order to terminate Thorson's live in aide and 2-bedrooom voucher, knowing full well that Thorson's son is employed and could not rely on his mother to care for him on her fixed income. Ryan Akamine continued his thread of retaliation by then refusing to allow the landlord to adjust his rental so Thorson could remain as a tenant, which ultimately led to Thorson's eviction and homelessness. These retaliatory actions is what caused Thorson to no longer receive support services from an aide.

Error by District Court: The district court erred by granting qualified immunity, finding no ***FHA*** violation *(docket #129).* It ignored genuine factual disputes, such as Akamine's unauthorized requirements and Ouansafi's admission of policy noncompliance *(docket #102-1),* which violate clearly established law. By failing to view facts in Thorson's favor, the court contravened ***Anderson*** and ***Hope***, which bar immunity for intentional misconduct.

Relief Sought: This court should reverse the qualified immunity ruling and remand for a jury to determine defendants' liability based on retaliatory conduct.

D. The District Court Failed to Provide Thorson Adequate Notice and Opportunity to Cure as a Pro Se Litigant

Legal Standard: District courts must provide pro se litigants fair notice of summary judgment requirements and opportunities to cure deficiencies, particularly for complex claims. According to ***Eldridge v. Block, 832 F.2d 1132, 1137 (9th Cir. 1987); Hebbe v. Pliler, 627 F.3d 338, 342 (9th Cir. 2010); Klingele v. Eikenberry, 849 F.2d 409, 411 (9th Cir. 1988)*** – the Ninth Circuit mandates that pro se litigants are to receive specific notice of summary judgment requirements and a chance to respond.

Leniency is required unless deficiencies are incurable; ***Rand v. Rowland, 154 F.3d 952, 960 (9th Cir. 1998) (en banc)*** - requires courts to advise pro se plaintiffs of the need for affidavits or other evidence, which the district court failed to do, prejudicing Thorson's case; ***Watts v. United States, 841 F.2d 275, 277 (9th Cir. 1988)*** - emphasizes that procedural errors harming pro se litigants, especially those with disabilities, warrants reversal.

The district court's lack of notice and opportunity to allow Thorson to cure alleged deficiencies (e.g., authentication) violated Thorson's due process rights, necessitating remand.

Narrative: The district court violated Ninth Circuit precedent by granting summary judgment without providing Thorson, a disabled pro se litigant, fair notice or opportunity to cure deficiencies, as required per ***Eldridge v. Block, 832 F.2d 1132, 1137 (9th Cir. 1987),*** and ***Hebbe v. Pliler, 627 F.3d 338, 342 (9th Cir. 2010).*** Thorson's comprehensive opposition *(docket #113)* detailed complex ***HUD Regulation*** violations, yet the court's order *(docket #129)* lacked evidence of notice.

Key issues include:

Lack of Guidance: Thorson deserved guidance on amending her complaint or supplementing evidence, given her reliance on ***HUD Regulations*** *(docket #113, pages 30–38).* The court dismissed her claims on merits grounds without offering amendment, violating ***Hebbe***'s leniency mandate.

Curable Claims: Thorson's evidence showed curable claims, including 2022–24 payment standard reductions, voucher size cuts, unauthorized aide requirements applied only to her, landlord restrictions, and threats of fraud prosecution *(docket #113-29 - Attachments 27 to docket #113-33 – Attachment 31, docket #113-44 – Attachment 42 to docket #113-48 – Attachment 46, docket #113-55 – Attachment 53 to docket #113-58 – Attachment 56).* These could have been clarified with court assistance, who abused its discretion by failing to guide Thorson, a pro se plaintiff.

The court's failure to protect Thorson's procedural rights prejudiced her case, necessitating reversal to ensure fair process.

Factual Basis: Thorson's opposition relied on ***HUD Regulations*** and extensive evidence, but the district court's order *(docket #129)* did not confirm she received notice of deficiencies, such as affidavit requirements for authentication. Her claims, including retaliation and discrimination, were curable with guidance, given her detailed submissions and disability-related vulnerabilities.

Error by District Court: The court violated ***Eldridge*** and ***Klingele*** by granting summary judgment without notifying Thorson of procedural requirements or allowing amendment of curable claims. Its dismissal on merits grounds, despite Thorson's comprehensive opposition, ignored ***Hebbe***'s mandate for leniency, prejudicing her ability to present her case.

Relief Sought: Reversal and remand are necessary to ensure Thorson's procedural rights are protected, with instructions for the district court to provide adequate notice and amendment opportunities.

E. The District Court Erred by Failing to Address HPHA's Illegal Policies as a Material Fact Supporting Thorson's FHA Claims

Legal Standard: Courts must independently review agency actions without deferring to noncompliant interpretations, ensuring compliance with federal regulations. ***Loper Bright Enterprises v. Raimondo, 144 S. Ct. 2244, 2273 (2024).*** The district court erred by failing to address noncompliant policies under ***Loper Bright,*** causing housing instability support ***FHA*** claims for discrimination

(42 U.S.C. § 3604(f)) and retaliation ***(42 U.S.C. § 3617). Gamble v. City of Escondido, 104 F.3d 300, 305 (9th Cir. 1997); Walker v. City of Lakewood, 272 F.3d 1114, 1128 (9th Cir. 2001).***

Michigan v. EPA, 576 U.S. 743, 752 (2015) - underscores that courts must ensure agency actions comply with statutory mandates, supporting Thorson's argument that HPHA's policy violates ***HUD Regulations (24 C.F.R. §982.507, 24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b)); Encino Motorcars, LLC v. Navarro, 579 U.S. 211, 221 (2016)*** - agency interpretations lacking reasoned justification are not entitled to deference, which applies to Ouansafi's admitted noncompliance (docket #102-1); ***Gundy v. United States, 139 S. Ct. 2116, 2129 (2019)*** - highlights need for judicial oversight of agency overreach, aligning with Thorson's claim that HPHA's noncompliant policies enables fund misuse.

The district court failed to independently review HPHA's illegal policies under ***Loper Bright*** prejudiced Thorson's ***FHA*** claims, requiring remand for a factual determination.

Narrative: The district court erred by ignoring HPHA's noncompliant policy – to use "low" comparables against the "contract rent" in all rent reasonableness determinations - a material fact underpinning Thorson's ***FHA*** claims under ***42 U.S.C. §3604(f), 42 U.S.C. §3617,*** as admitted by Hakim Ouansafi *(docket #102-1).*

Under ***Loper Bright Enterprises v. Raimondo, 144 S. Ct. 2244, 2273 (2024),*** courts must independently review and define agency actions, yet the court deferred to HPHA's noncompliant policies *(docket #129).* Thorson's evidence *(docket #113)* supports reversal.

Policy Noncompliance: ***HUD Regulations (24 C.F.R. §982.507(b), 24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b))*** require rents to reflect market-comparable units, with comparables "20–25% above the payment standard" *(docket #113-22 - Attachment 20).* ***HPHA Admin Plan 8-III.D*** allows policy that are not in compliance with ***HUD Requirements*** in determining rent reasonableness – to use "low" comparables against the "contract rent" *(docket #67, Admin Plan 8-III.D).*

HPHA's noncompliant policies - in ***HPHA Admin Plan 8-III.D*** - is determined as being illegal according to Executive Director Hakim Ouansafi's Declaration. These illegal policies – to use "low" comparables against the "contract rent" - is what caused Thorson's "approved exception payment standard" to be reduced from $4,207 *(docket #113-25 – Attachment 23, page 3)* to $3,273 and nullified her 120% reasonable accommodation approved to accommodate her disabilities. By the HPHA applying "low" comparables, especially the "low" comparable in the amount of $1,500, 62% below the proposed contract rent *(docket #113-16 - Attachments 14 to docket #113-17 – Attachment 15)* and approximately 65% below Thorson's "approved exception payment standard".

HUD Director, Jesse Wu, confirmed HPHA's noncompliance and failure to adhere to the HUD's methodology in gathering comparables when determining rent reasonableness *(docket #113-21 - Attachment 19; docket #113-22 – Attachment 20).*

Discrimination: The illegal policies nullified Thorson's 2017 accommodations (2-bedroom voucher, live-in aide, 120% standard) approved to accommodate her disabilities – epilepsy, TEA: Transient Epileptic Amnesia, diabetes, physical injuries, blind in right eye, physical limitations, and other ailments *(docket #113) -* violating ***Dubois v. Ass'n of Apartment Owners, 453 F.3d 1175, 1179 (9th Cir. 2006).*** In addition to terminating Thorson's accommodations, HPHA's refused to allow her landlord to reduce the size of his rental unit from a 2-bedroom rental to a 1-bedroom rental so that Thorson could remain in the rental with her 0-bedroom voucher, causing her to be homeless at 65 years old *(docket #113-44 - Attachment 42 to docket #113-48 – Attachment 46; and docket #113-55 – Attachment 53 to docket #113-58 – Attachment 56).*

Retaliation: Thorson's March 2022 challenge of policy *(docket #113-20 - Attachment 18 to docket #113-21 -Attachment 19)* triggered Ryan Akamine's investigation into her live in aide, imposing unlawful aide requirements *(docket #113-50 - Attachment 48)* and fraud threats, causing her son to quit *(docket #113, pages 14–21).* HPHA's voucher termination then followed, violating ***42 U.S.C. §3617*** and ***Walker v. City of Lakewood, 272 F.3d 1114, 1128 (9th Cir. 2001).***

Fund Misuse: The noncompliant policies allegedly are a part of an elaborate fraud scheme, which allowed the HPHA to allegedly divert approximately $1 million monthly from the Section 8 Housing Choice Voucher Program, with only $140,000 in reserves. Thorson presented factual evidence (Fraud Charts) to prove that the fraud scheme (which included the use of noncompliant policies, i.e., low comparables, used against the contract rent, applied to every voucher) allowed for excess subsidies to be accumulated from each and every voucher, and then diverted from the Section 8 program.

Thorson created her Fraud Charts extracting figures from HUD data and HPHA financial records - *(docket #113-73 – Attachment A – PHA:H1901 HPHA; docket #113-74 – Attachment B – PHA:H1003 CITY&COUNTY OF HONOLULU; docket #113-75 – Attachment C – PHA:H1005 KAUAI)* - which proves misappropriation of federal funds, mirroring ***United States ex rel. Anti-Discrimination Ctr. v. Westchester County, 668 F. Supp. 2d 548 (S.D.N.Y. 2009).*** The court's denial *(docket #91, #110)* of Thorson's motions to amend her complaint *(dockets #71, #94)* to add the claim of Fraud violated ***Foman v. Davis, 371 U.S. 178, 182 (1962).***

The court's deference to HPHA's narrative and failure to construe Thorson's pleadings liberally ***(Haines v. Kerner, 404 U.S. 519, 520 (1972))*** prejudiced her case, warranting trial to evaluate the policies impact.

Factual Basis: HPHA's use of policy – to use "low" comparables against the "contract rent" - violated ***24 C.F.R. §982.507*** and ***24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b)***, which HUD official Jesse Wu confirmed is not in compliance with HUD's mandate that provides the methodology in determining rent reasonableness *(docket #113-21 - Attachments 19; docket #113-22 – Attachment 20).*

The noncompliant policies were applied to Thorson's rent reasonableness tests which caused her "approved exception payment standard" to be reduced, nullified her reasonable accommodations, triggered retaliation, including voucher termination and homelessness.

Thorson's evidence - Fraud Charts, HUD data, HPHA financial records - prove HPHA noncompliance policies enabled fund misuse by intentionally diverting subsidies from the Section 8 Housing Choice Voucher Program.

Error by District Court: The district court erred by deferring to HPHA's claim of market analysis accuracy, violating ***Loper Bright***'s mandate for independent review *(docket #129).* The district court failed to address the policies noncompliance as a material fact supporting Thorson's ***FHA*** claims, ignoring Ouansafi's admission and HUD's confirmation. By dismissing Thorson's evidence without liberal construction, the court contravened ***Haines*** and ***Anderson***, prejudicing her discrimination and retaliation claims.

Relief Sought: This court should reverse and remand for trial to evaluate HPHA's policies and its illegal application to all rent reasonableness determinations, and its impact on Thorson's ***FHA*** rights, including discrimination, retaliation, and fund misuse.

F. The District Court Erred by Denying Thorson's Motions to Amend Her Complaint

Legal Standard: Thorson twice requested to amend her complaint *(docket #71, #94)* to add the claim of Fraud, and to add Bennet Liu (Chief Financial Officer) as a defendant. The district court abused its discretion under ***Foman v. Davis, 371 U.S. 178, 182 (1962)***, by denying Thorson's motions to amend which the district should have freely granted absent undue delay, prejudice, or futility.

The district court abused its discretion by denying amendments without justifying reasons, especially considering Thorson is a pro se litigant. ***Owens v. Kaiser Found. Health Plan, Inc., 244 F.3d 708, 712 (9th Cir. 2001) -*** holds that denial of amendment must be justified by undue delay, bad faith, or futility, none of which apply to Thorson's timely motions *(dockets #71, #94)*; ***DCD Programs, Ltd. v. Leighton, 833 F.2d 183, 186 (9th Cir. 1987)*** - supports allowing amendment to add claims based on newly discovered evidence, such as Thorson's Fraud Charts showing fund misuse – noting that Thorson created her Fraud Charts after she filed her complaint and upon completion, immediately filed her motion to amend; ***Eminence Capital, LLC v. Aspeon, Inc., 316 F.3d 1048, 1052 (9th Cir. 2003)*** - emphasizes that pro se litigants deserve liberal amendment opportunities, which the court denied Thorson without adequate reasoning.

Noncompliant policies enabling fund misuse are material to civil claims. ***United States ex rel. Anti-Discrimination Ctr. v. Westchester County, 668 F. Supp. 2d 548, 559 (S.D.N.Y. 2009).*** The district court's rejection of Thorson's fraud claim and addition of Bennett Liu as a defendant, despite timely filing and supporting evidence, was an abuse of discretion, warranting reversal.

Narrative: The district court abused its discretion by denying *(docket #91, #110)* Thorson's motions to amend *(dockets #71, #94),* to add a claim of fraud, and add Bennett Liu as a defendant, violating ***Foman v. Davis, 371 U.S. 178, 182 (1962).***

Thorson's evidence in the form of Fraud Charts - were created from figures extracted only from HUD data and HPHA financial statements - provides a detailed monthly accounting to proves HPHA, in addition to two other PHAs in Hawaii, intentionally divert federal funds from the Section 8 Housing Choice Voucher Program - *(docket #113-73 – Attachment A – PHA:H1901 HPHA; docket #113-74 – Attachment B – PHA:H1003 CITY&COUNTY OF HONOLULU; docket #113-75 – Attachment C – PHA:H1005 KAUAI)* - by enforcing policies that are noncompliant with ***HUD Regulations*** *(docket #113-22 – Attachment 20)* and by not issuing all the vouchers HUD issues to the PHAs.

Thorson's evidence proves the HPHA actually implements two fraud schemes for purpose of diverting federal funds from the Section 8 program: (1) to reduce the amount of subsidies paid out on every voucher (by applying the noncompliant policy - to use "low" comparables against the "contract rent" - for every voucher), ensuring there is a consistent balance of unused subsidies that is then diverted; *and* (2) to alter the HPHA financial statements by falsely claiming that 100% of the federal funds received from HUD was used by providing false figures to HUD and to the HPHA Board of Directors; however, these false figures conflict with HUD data that confirms HPHA actually issues only 75% of the vouchers being issued, which again allows HPHA to divert the balance of unused subsidies from the unused vouchers. *Fact: HUD allocates to HPHA 100% subsidy for 100% vouchers to be issued.*

Thorson's Fraud Charts is sufficient evidence to support the fraud claim against the HPHA, and Thorson actually went above and beyond to prove that three of the five PHAs in Hawaii have adopted these fraud schemes that allows them to divert federal funds from the Section 8 Housing Choice Voucher Program, which equals approximately $2,500,000 each month. Thorson is also able to prove that Hawaii is the only state in the country who altered their Admin Plan (***HPHA Admin Plan 8-III.D***) that is not in compliance with ***HUD Regulations***, as required in ***24 C.F.R. 982.52(a)*** and ***24 C.F.R. 982.54(b).***

HPHA's illegal policies – to use "low" comparables against the "contract rent" – is the basis to enable fraud, misuse of federal funds, and the motivating factor to retaliate and interfere with Thorson's accommodations.

Key points include:

Timely Motions: Thorson filed her first motion on August 8, 2024 *(docket #71)*, and a second on December 16, 2024 *(docket #94),* based on new evidence (Fraud Charts and HUD data) to support a fraud claim. Filed during discovery, these caused no delay or prejudice.

Fraud Claim Viability: The illegal policies, admitted by Ouansafi as noncompliant *(docket #102-1)* allowed HPHA to divert approximately $110M from the Section 8 program since January 2015, and continue to divert approximately $1M each and every month *(docket #113, Fraud Charts A–C),* akin to ***United States ex rel. Anti-Discrimination Ctr. v. Westchester County, 668 F. Supp. 2d 548 (S.D.N.Y. 2009).*** Adding Bennett Liu, HPHA's Chief Financial Officer, was justified given his management position and expertise in financial management.

Court Errors: The court mischaracterized Thorson's civil fraud claim as criminal *(docket #91)* and cited an expired deadline *(docket #110),* despite Thorson's timely first motion *(docket #74).* Thorson clarified her intent to cite ***18 U.S.C. §666*** for context *(docket #93),* but the court ignored this.

Retaliation Link: The noncompliance policies role in diverting funds motivated HPHA's retaliation **after** Thorson's March 2022 challenge to the noncompliant policies *(docket #113, Attachments 14–16*). This is the basis of her ***FHA*** claims ***(24 C.F.R. §982.52, §982.54).***

The court's refusal to allow amendment without justifying reasons prejudiced Thorson's ability to address HPHA's misconduct, warranting reversal.

Factual Basis: Thorson's motions to amend *(dockets #71, #94)* sought to add a fraud claim and to add Bennett Liu (Chief Financial Officer) as a defendant, based on evidence showing HPHA's noncompliant policies allowed for federal funds to be diverted from the Section 8 program. Filed during ongoing discovery, the motions caused no delay or prejudice.

The fraud claim was viable, supported by Ouansafi's admission and Thorson's evidence - in the form of Fraud Charts created from figures extracted from HUD data and HPHA financial statements. *(docket #113-73 – Attachment A – PHA:H1901 HPHA; docket #113-74 – Attachment B – PHA:H1003 CITY&COUNTY OF HONOLULU; docket #113-75 – Attachment C – PHA:H1005 KAUAI)*

Error by District Court: The district court abused its discretion by denying Thorson's motions *(dockets #91, #110),* citing expired deadlines and mischaracterizing her fraud claim as criminal *(docket #91).* It failed to apply the liberal standard required in ***Foman v. Davis, 371 U.S. 178, 182 (1962),*** failed to apply liberal standard or consider the merit of Thorson's claims, and ignored evidence of fund misuse material to Thorson's retaliation claims. This prejudiced her ability to address HPHA's misconduct fully.

Relief Sought: Reversal and remand are warranted, with instructions to grant Thorson's motions to amend and allow her fraud claim to proceed to trial.

VII. CONCLUSION

Laurie Thorson, a disabled pro se litigant, presented compelling triable evidence of retaliation and discrimination by the defendants. The district court prematurely granted summary judgment, failing to honor Thorson's status under ***Haines v. Kerner, 404 U.S. 519, 520 (1972), Erickson v. Pardus, 551 U.S. 89, 94 (2007), Eldridge v. Block, 832 F.2d 1132, 1137 (9th Cir. 1987); Hebbe v. Pliler, 627 F.3d 338, 342 (9th Cir. 2010)***.

Most importantly, as a pretext to the retaliation and discrimination claims, the district court failed to define the noncompliant policies – as required in ***Loper Bright Enterprises v. Raimondo, 144 S. Ct. 2244, 2273 (2024)*** - to evaluate the policies noncompliance with ***HUD Regulations*** as the pretext to Thorson's fraud claim that the illegal policies are enforced for the purpose of diverting federal funds from the Section 8 Housing Choice Voucher Program.

Thorson appreciates this court's attention in reviewing the district court's abuse of discretion by denying several attempts by Thorson to seek assistance by filing several motions (i.e., restraining orders, injunctions) which the district court denied them all. An example: the court's denial to grant Thorson's emergency motion for an injunction *(docket #28),* noting that defendants succeeded in interfering with Thorson's reasonable accommodation to have a live in aide which caused her to no longer receive support services to accommodate her disabilities because she is unable to satisfy HPHA's stringent prerequisites, that apply only to Thorson and not to all recipients of the Section 8 program.

To prove the actions of the defendants were not in line with federal rules and ***HUD Regulations***, Thorson provided the district court with an extensive ***Memorandum of Law*** *(docket #28-4)* and ***FEDERAL REGISTER 98-10373*** *(docket #113-28 – Attachment 28)* to prove the actions of the defendants were retaliatory and not in compliance with federal rules that govern how PHAs are to implement the Section 8 Housing Choice Voucher Program..

The district court abused its discretion by denying all of Thorson's motions - in an attempt to help herself - noting the court denied her emergency motion for an injunction *(docket #44)* with the court's only justification for denial being: "Thorson has not carried her burden of showing that she is likely to succeed on the merits of a claim for which she has also shown a likelihood of irreparable injury".

After Thorson filed her Opposition to Defendants Motion for Summary Judgment *(docket #113),* she filed an 'Errata' to correct Attachment 61 *(docket #118 – Attachment 61, page 29)*, which is evidence to prove Thorson continues to suffer irreparable physical injuries because she is no longer receives support services from a live in aide to accommodate her disabilities, as determined by her physicians *(docket #113-51 – Attachment 49*), subjecting Thorson to irreparable physical injuries as was the case before she moved to Hawaii when she did not have a live in aide, nor did she know anyone who could help her for free.

Thorson provided HPHA with evidence to support that they were fully aware that their actions to interfere and terminate her live in aide would cause her irreparable injuries, as was the case in the past when she did not have a live in aide. *(docket #113-29 – Attachment 27; docket #113-30 – Attachment 28; docket #113-32 – Attachment 30; docket #113-33 – Attachment 31).*

The district court erred by failing to construe Thorson's pro se filings liberally, misapplying sovereign and qualified immunities, overlooking triable facts, failing to act in Thorson's best interest to keep her safe and to ensure she received the same benefits provided to all recipients of the Section 8 program, ignoring HPHAs noncompliant policies and failing to define its compliance with ***HUD Regulations*** under ***Loper Bright***, denying adequate notice, and improperly denying amendment under ***Foman***. These errors denied Thorson her day in court.

Thorson, a vulnerable plaintiff challenging systemic misconduct, respectfully requests that this Court please reverse the summary judgment order, and remand for trial to ensure justice and uphold Thorson's constitutional rights for due process.

Date: June 27, 2025

Respectfully submitted,
/s/ Laurie Thorson
Laurie Thorson, pro se
P.O. Box 1409
Kailua, Hawaii 96734
Lthorson7@gmail.com
(808) 222-5885

Attachments:

Certificate of Service
Certificate of Compliance

WRITTEN TESTIMONY #2
by
Laurie Thorson

08.28.25 HPHA BOARD MEETING

TO: HPHA Board of Directors

cc: Governor Josh Green, PIH Director Jesse Wu, HUD Director Jason Pu, U.S. AG Ken Sorenson, FBI David Porter, HUD Secty Scott Turner, and DHS Ryan Akamine (who is also a board member)

Re: **Proof of continued misuse and diversion of Section 8 federal funds.**
Proof of HPHA is reporting to HUD false information.
Proof HPHA is providing false figures in HPHA financials.

Attached is a copy of the following documents, which provides facts to prove that state employees of the Hawaii Public Housing Authority continue to divert federal funds from the Section 8 program and report false information to HUD, and are providing false figures in their financials.

HPHA Financial Statements (randomly selected from HPHA Agendas)

- April 30, 2025 HPHA Financial Statement
- June 30, 2025 HPHA Financial Statement

HUD Data for HPHA – and a few pages for City and County of Honolulu (which proves that this PHA is also providing false information to HUD and diverting funds (printouts from HUD Dashboard)

I am providing facts to the board members to prove that the HPHA continues to divert federal funds from the Section 8 program. You are welcome to contact me if you do not understand how to read the HUD Data information. In a brief summary, this is what these documents prove:

- HPHA financial records and HUD data (from HUD dashboard) proves that HPHA state employees continue to steal federal funds from the Section 8 Program.

- HPHA is reporting to HUD they used approximately 83% of the subsidy they received from HUD, but report in their financial statements that they used over 100% of the subsidy they received from HUD.

- HPHA is reporting that they used 100% of the subsidy, but are only issuing 73% of the vouchers they received from HUD.

- HPHA is reporting false information to HUD and is documenting in their the HPHA financial statements false figures. There's no way 100% of the subsidy (HPHA financials), or 83% of the subsidy (reports toHUD) can be used to issue only 73% of the vouchers. The subsidy is used based on the payment standards for each voucher, which is determined on how much HAP payments are made.

- HPHA is reporting in their financial records that they paid out over 100% in **HAP** payments, which amounts exceed the amount of subsidy they received from HUD. This is obviously false information.

- There is no accounting for the missing subsidy not used.

- There is no accounting for the missing vouchers not used.

- HPHA reported to HUD that they currently have only $44 in Reserves
This is not accurate, considering only 73% of the vouchers were issued, so there should be 27% of subsidy in Reserves (approximately, minimum of $1.3M per month).

- HUD dashboard confirms that 4,379 Section 8 vouchers are issued to HPHA each month, and since the vouchers belong to HUD, not HPHA (verified by the HAP contacts), it is a fact that only 3,193 were issued (=73%).

- The information that the HPHA is "reporting" to HUD is different than the amounts HPHA is "reporting" in their financials.

HUD issued subsidy

Falsely claims it used

Exceeds 100%?

HAWAII PUBLIC HOUSING AUTHORITY
Housing Assistance Voucher Programs

Actual vs Budget Comparison

For the Month of April 2025, and the 10 Months ended April 30, 2025

(Amounts in Full Dollars)

Exceeds 100%?

Month of April 2025: Actual	Budget	Variance: Amount	%		Year To Date ended April 30, 2025: Actual	Budget	Variance: Amount	%	Prior Year	Variance: Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
5,446,787	5,601,114	(154,327)	-3%	HUD Operating Grants	56,094,537	56,011,139	83,398	0%	55,662,409	432,128	1%
(0)	-	(0)	-100%	CFP Grant Income	536,491	-	536,491	100%	(0)	536,491	>100%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%	State CIP Fund	-	-	-	0%	-	-	0%
-	-	-	0%	Grant Income	430,000	-	430,000	100%	-	430,000	100%
60,790	1,960	58,830	>100%	Other Income	368,453	19,602	348,851	>100%	64,502	303,951	>100%
$ 5,507,577	**5,603,074**	**(95,497)**	**-2%**	**Total Revenues**	**57,429,480**	**56,030,740**	**1,398,740**	**2%**	**55,726,911**	**1,702,569**	**3%**
				EXPENSES							
256,971	205,807	51,165	25%	Administrative	2,410,872	2,093,576	317,296	15%	1,834,575	576,297	31%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
89,197	102,131	(12,934)	-13%	Management Fees	954,560	1,021,312	(66,752)	-7%	1,052,317	(97,757)	-9%
25,611	28,140	(2,529)	-9%	Bookkeeping Fees	265,789	281,400	(15,611)	-6%	280,838	(15,048)	-5%
5,397,850	5,083,275	314,575	6%	Housing Assistance Payments	52,802,028	50,832,746	1,969,282	4%	50,902,561	1,899,467	4%
67	127	(60)	-47%	Tenant Services	271	1,266	(995)	-79%	56,555	(56,284)	-100%
687	3,887	(3,200)	-82%	Utilities	30,370	38,872	(8,502)	-22%	32,934	(2,564)	-8%
5,980	981	4,999	>100%	Maintenance	16,002	9,846	6,156	63%	17,415	(1,413)	-8%
859	827	32	4%	Protective Services	6,349	8,274	(1,925)	-23%	7,183	(834)	-12%
966	1,437	(471)	-33%	Insurance	9,664	14,373	(4,709)	-33%	14,373	(4,709)	-33%
4,309	-	4,309	100%	Depreciation Expense	44,986	-	44,986	100%	47,830	(2,844)	-6%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
99,443	12,143	87,301	>100%	General Expenses	936,358	121,425	814,933	>100%	399,630	536,728	>100%
5,881,941	**5,438,755**	**443,186**	**8%**	**Total Expenses**	**57,477,250**	**54,423,091**	**3,054,159**	**-6%**	**54,646,210**	**2,831,039**	**5%**
$ (374,364)	**164,319**	**(538,683)**	**<-100%**	**Net Income(Loss)**	**(47,769)**	**1,607,649**	**(1,655,419)**	**<-100%**	**1,080,701**	**(1,128,470)**	**<-100%**
				CASH BASIS:							
(374,364)	164,319	(538,683)	<-100%	Net Income(loss) per Above	(47,769)	1,607,649	(1,655,419)	<-100%	1,080,701	(1,128,470)	<-100%
				Add back non cash items:							
4,309	-	4,309	100%	Depreciation Expense	44,986	-	44,986	100%	47,830	(2,844)	-6%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
$ (370,055)	164,319	(534,374)	<-100%		(2,783)	1,607,649	(1,610,433)	<-100%	1,128,531	(1,131,314)	<-100%

HAWAII PUBLIC HOUSING AUTHORITY
Housing Assistance Voucher Programs

Actual vs Budget Comparison

For the Month of June 2025, and the 12 Months ended June 30, 2025

(Amounts in Full Dollars)

Month of June 2025 Actual	Budget	Variance Amount	%		YTD Actual	Budget	Variance Amount	%	Prior Year	Variance Amount	%
				REVENUES							
-	-	-	0%	Dwelling Rental Income	-	-	-	0%	-	-	0%
5,544,377	5,601,114	(56,737)	-1%	HUD Operating Grants	67,120,537	67,213,366	(92,829)	0%	66,320,168	800,369	1%
(0)	-	(0)	-100%	CFP Grant Income	536,491	-	536,491	100%	(0)	536,491	>100%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%	State CIP Fund	-	-	-	0%	-	-	0%
-	-	-	0%	Grant Income	430,000	-	430,000	100%	-	430,000	100%
61,390	1,960	59,430	>100%	Other Income	488,119	23,522	464,597	>100%	98,461	389,658	>100%
$ 5,605,767	5,603,074	2,693	0%	**Total Revenues**	68,575,147	67,236,888	1,338,258	2%	66,418,629	2,156,518	3%
				EXPENSES							
234,988	205,807	29,182	14%	Administrative	2,938,837	2,505,190	433,647	17%	2,410,734	528,103	22%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
89,550	102,131	(12,581)	-12%	Management Fees	1,134,985	1,225,574	(90,589)	-7%	1,242,567	(107,582)	-9%
25,436	28,140	(2,704)	-10%	Bookkeeping Fees	316,894	337,680	(20,786)	-6%	335,890	(18,996)	-6%
5,140,927	5,083,275	57,652	1%	Housing Assistance Payments	61,982,642	60,999,295	983,347	2%	61,731,523	251,119	0%
689	127	562	>100%	Tenant Services	1,266	1,519	(253)	-17%	57,167	(55,901)	-98%
2,785	3,887	(1,103)	-28%	Utilities	38,120	46,647	(8,527)	-18%	39,431	(1,311)	-3%
2,078	981	1,097	>100%	Maintenance	19,389	11,808	7,581	64%	20,690	(1,301)	-6%
1,032	827	205	25%	Protective Services	8,010	9,929	(1,919)	-19%	8,896	(886)	-10%
967	1,437	(471)	-33%	Insurance	11,597	17,248	(5,651)	-33%	17,248	(5,651)	-33%
4,309	-	4,309	100%	Depreciation Expense	53,604	-	53,604	100%	57,396	(3,792)	-7%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
219,916	12,143	207,773	>100%	General Expenses	2,445,341	145,710	2,299,631	>100%	573,291	1,872,050	>100%
5,722,676	5,438,755	283,921	5%	**Total Expenses**	68,950,685	65,300,600	3,650,085	-6%	66,494,833	2,455,852	4%
$ (116,909)	164,319	(281,228)	<-100%	**Net Income(Loss)**	(375,538)	1,936,288	(2,311,827)	<-100%	(76,204)	(299,334)	<-100%
				CASH BASIS:							
(116,909)	164,319	(281,228)	<-100%	Net Income(loss) per Above	(375,538)	1,936,288	(2,311,827)	<-100%	(76,204)	(299,334)	<-100%
				Add back non cash items:							
4,309	-	4,309	100%	Depreciation Expense	53,604	-	53,604	100%	57,396	(3,792)	-7%
-	-	-	0%	Bad Debt Expense	-	-	-	0%	-	-	0%
$ (112,600)	164,319	(276,919)	<-100%		(321,934)	1,936,288	(2,258,223)	<-100%	(18,808)	(303,126)	<-100%

Housing Choice Voucher - Summary Page

Summary Page:

This page defaults to a national view. Please select the State and Public Housing Authority you are interested in viewing using the dropdown menus below. The data will adjust based on your selection.

Data is current as of May 2025.

Select a State:	Select a Public Housing Authority:	MTW?:	Clear All Filters:
HI	HI901 - Hawaii Public Housing Authority	All	

Budget & Leasing Overview:

Current Reported Leasing	2025 YTD Spending as a Percentage of Annual Budget Authority
3,193	83.17%

Average Per Unit Cost *

$1,435.96

Vouchers Leased and Budget Utilization since 2015

2025 YTD HAP Expenditures vs 2025 YTD Budget Authority (BA)

HCV Total Reserves as of 12/31/2024 *

$44

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VOUCHERS LEASED AND BUDGET UTILIZATION SINCE 2015

MonthDate	Vouchers Leased	% Budget Utilization
Tuesday, October 31, 2023	3,522	100.60%
Thursday, November 30, 2023	3,527	98.35%
Sunday, December 31, 2023	3,521	97.38%
Wednesday, January 31, 2024	3,380	102.47%
Thursday, February 29, 2024	3,375	103.21%
Sunday, March 31, 2024	3,373	104.57%
Tuesday, April 30, 2024	3,367	105.22%
Friday, May 31, 2024	3,359	103.39%
Sunday, June 30, 2024	3,363	102.09%
Wednesday, July 31, 2024	3,359	100.22%
Saturday, August 31, 2024	3,346	100.54%
Monday, September 30, 2024	3,346	100.01%
Thursday, October 31, 2024	3,341	100.88%
Saturday, November 30, 2024	3,340	85.93%
Tuesday, December 31, 2024	3,321	96.40%
Friday, January 31, 2025	3,295	83.49%
Friday, February 28, 2025	3,266	83.31%
Monday, March 31, 2025	3,216	83.25%
Wednesday, April 30, 2025	3,185	82.62%
Saturday, May 31, 2025	3,193	83.16%

Received 4,379

Reports 100% on HPHA Financials

Housing Choice Voucher - Summary Page

Summary Page:
This page defaults to a national view. Please select the State and Public Housing Authority you are interested in viewing using the dropdown menus below. The data will adjust based on your selection.

Data is current as of May 2025.

Select a State: HI

Select a Public Housing Authority: HI003 - City And County of Honolulu

MTW?: All

Clear All Filters:

Vouchers Leased and Budget Utilization since 2015

Budget & Leasing Overview:

Current Reported Leasing
3,958

2025 YTD Spending as a Percentage of Annual Budget Authority
88.90%

Average Per Unit Cost *
$1,523.98

2025 YTD HAP Expenditures vs 2025 YTD Budget Authority (BA)

HCV Total Reserves as of 12/31/2024 *
$745,200

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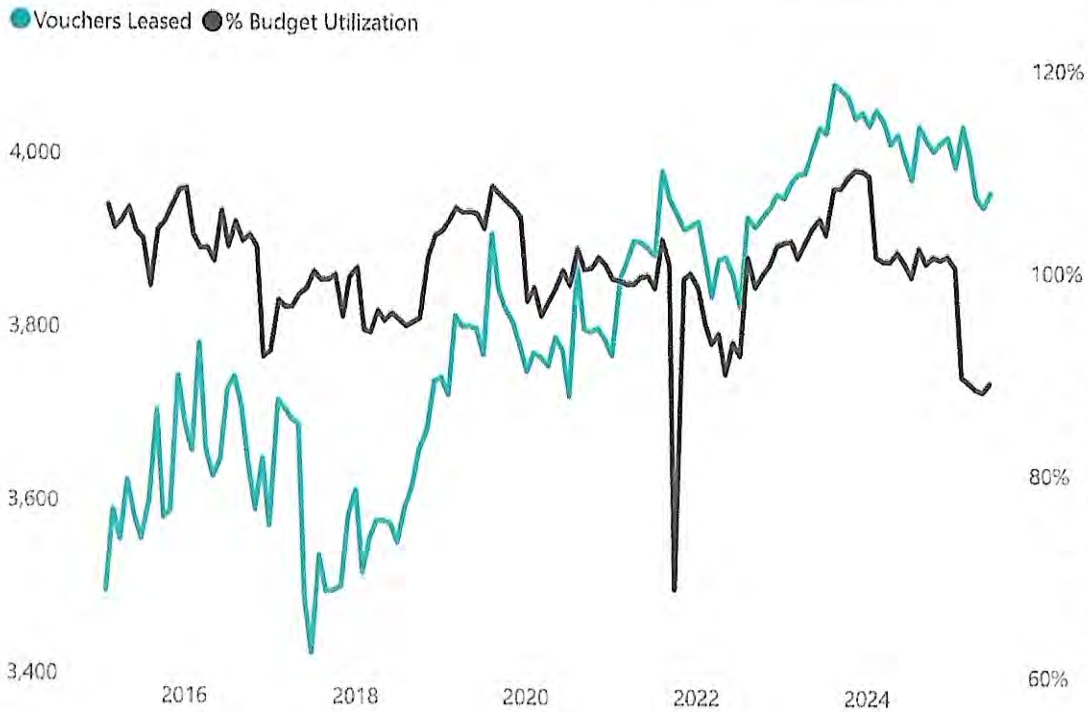
VOUCHERS LEASED AND BUDGET UTILIZATION SINCE 2015



MonthDate	Vouchers Leased	% Budget Utilization
Tuesday, October 31, 2023	4,045	110.07%
Thursday, November 30, 2023	4,049	110.02%
Sunday, December 31, 2023	4,035	109.47%
Wednesday, January 31, 2024	4,052	101.52%
Thursday, February 29, 2024	4,039	101.09%
Sunday, March 31, 2024	4,014	101.05%
Tuesday, April 30, 2024	4,024	101.99%
Friday, May 31, 2024	3,998	100.86%
Sunday, June 30, 2024	3,973	99.54%
Wednesday, July 31, 2024	4,034	102.37%
Saturday, August 31, 2024	4,018	100.84%
Monday, September 30, 2024	4,005	101.51%
Thursday, October 31, 2024	4,015	101.24%
Saturday, November 30, 2024	4,021	101.60%
Tuesday, December 31, 2024	3,987	100.51%
Friday, January 31, 2025	4,034	89.67%
Friday, February 28, 2025	4,004	89.16%
Monday, March 31, 2025	3,953	88.47%
Wednesday, April 30, 2025	3,941	88.16%
Saturday, May 31, 2025	3,958	89.05%

Housing Choice Voucher - Budget & Reserves

Select a State: HI

Select a Public Housing Authority: HI901 - Hawaii Public Housing Authority

MTW?: All

Clear All Filters:

Data is current as of May 2025.

2025 Total Budget Authority for HCV Program

$66,163,047

HCV Total Reserves as of 12/31/24

$44

Reserves % of BA

0.00%

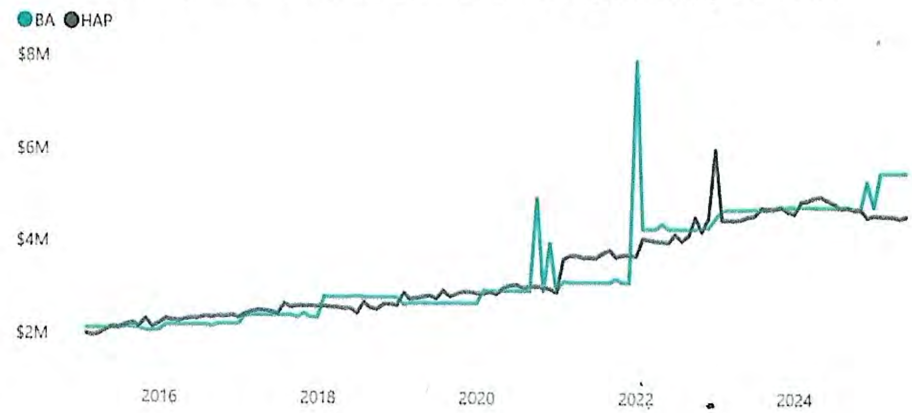
HUD recommends a PHA aim to end the year with no more than the following reserve levels: 4% for PHAs with 500+ units, 6% for PHAs with 250-499 units, and 12% for PHAs under 250 units.

Total Reserves | % Reserves *

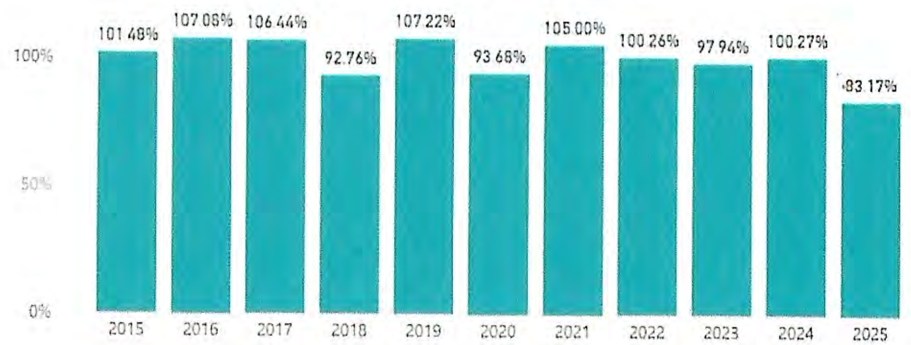
Top 20 Public Housing Authorities Based on HCV Total Reserves

PHA Code	PHA Name	Total 2025 Budget Authority (BA)	HCV Total Reserves	% Budget Authority	Reserves %
HI901	Hawaii Public Housing Authority	$66,163,047	$44	83.17%	0.00%

Housing Assistance Payments Compared to Budget Authority since 2015



Budget Utilization Spent Year over Year



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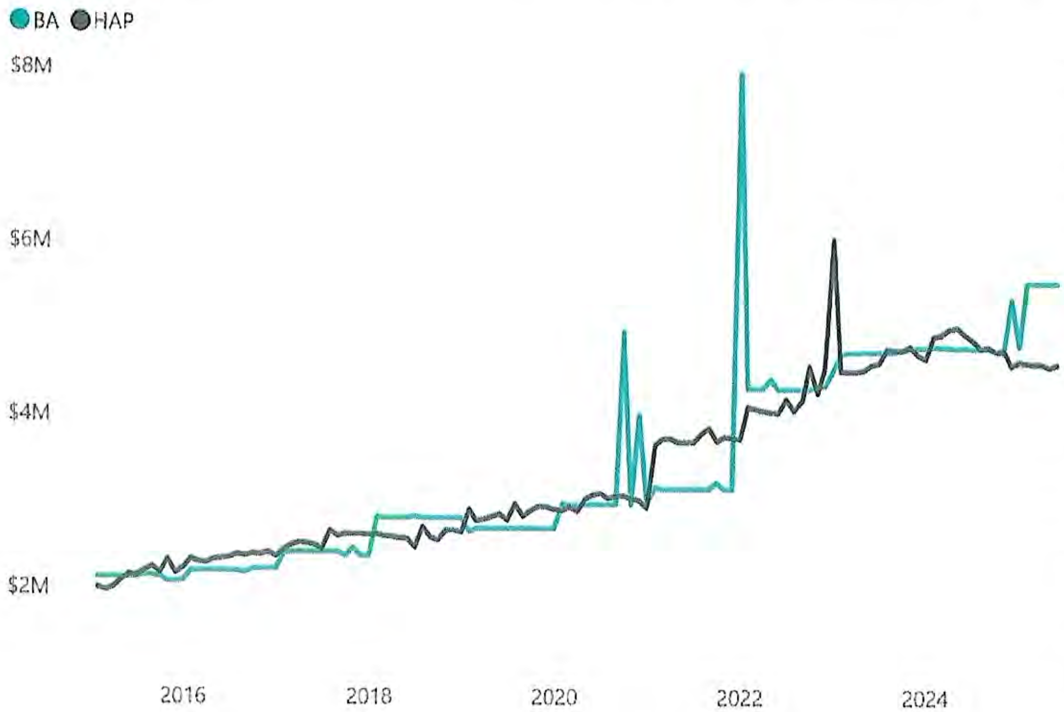
HOUSING ASSISTANCE PAYMENTS COMPARED TO BUDGET AUTHORITY SINCE 2015



MonthDate	BUDGET BA	SPENT HAP
Tuesday, October 31, 2023	$4,770,195	$4,799,029
Thursday, November 30, 2023	$4,779,483	$4,700,666
Sunday, December 31, 2023	$4,779,483	$4,654,048
Wednesday, January 31, 2024	$4,792,046	$4,910,268
Thursday, February 29, 2024	$4,782,859	$4,936,301
Sunday, March 31, 2024	$4,782,859	$5,001,460
Tuesday, April 30, 2024	$4,772,962	$5,022,167
Friday, May 31, 2024	$4,784,161	$4,946,118
Sunday, June 30, 2024	$4,772,962	$4,872,663
Wednesday, July 31, 2024	$4,772,962	$4,783,226
Saturday, August 31, 2024	$4,772,962	$4,798,785
Monday, September 30, 2024	$4,747,360	$4,747,784
Thursday, October 31, 2024	$4,721,563	$4,763,203
Saturday, November 30, 2024	$5,335,117	$4,584,465
Tuesday, December 31, 2024	$4,797,035	$4,624,308
Friday, January 31, 2025	$5,527,214	$4,614,869
Friday, February 28, 2025	$5,527,214	$4,604,988
Monday, March 31, 2025	$5,527,214	$4,601,442
Wednesday, April 30, 2025	$5,527,214	$4,566,671
Saturday, May 31, 2025	$5,527,214	$4,596,494

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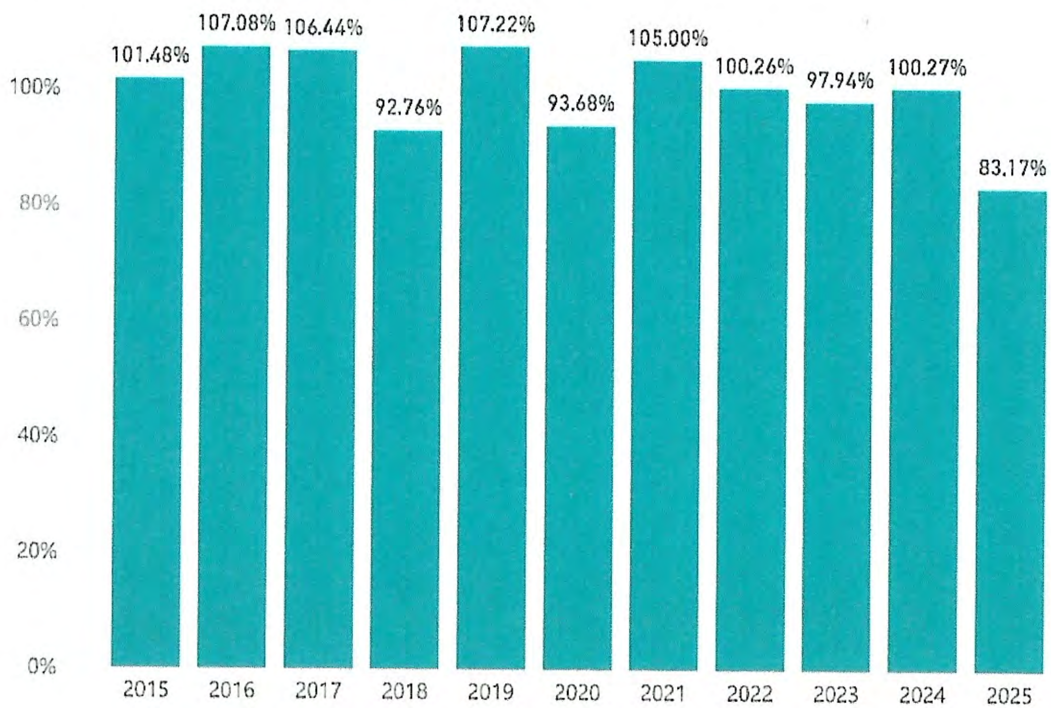
BUDGET UTILIZATION SPENT YEAR OVER YEAR

SPENT



Year	% Budget Utilization Measure
2015	101.48%
2016	107.08%
2017	106.44%
2018	92.76%
2019	107.22%
2020	93.68%
2021	105.00%
2022	100.26%
2023	97.94%
2024	100.27%
2025	83.17%

Housing Choice Voucher - Leasing Changes

Select a State: HI

Select a Public Housing Authority: HI901 - Hawaii Public Housing Authority

MTW?: All

Clear All Filters:

Data is current as of May 2025.

Vouchers Issued

Current Units under ACC

4,379

Vouchers Used

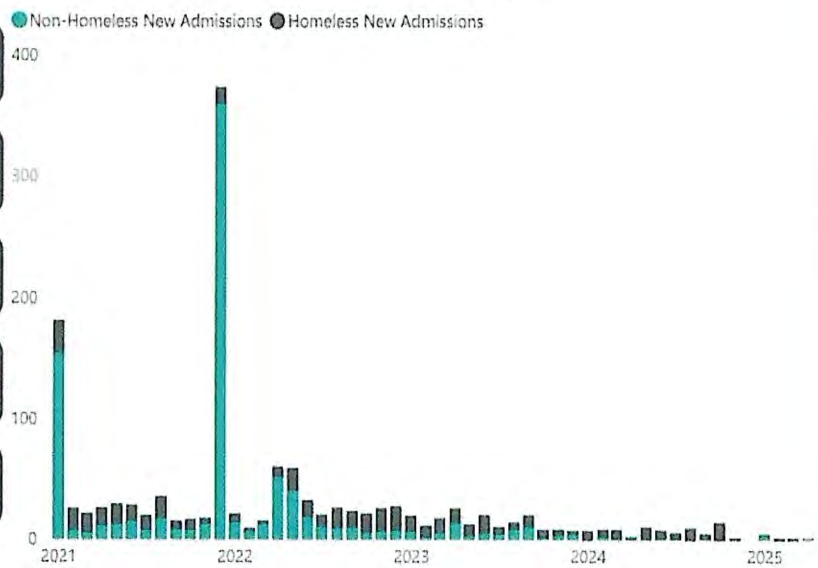
Current Reported Leasing

3,193

2025 YTD Leasing Percentage

73.78%

New Admissions Trend



New Admissions

EOP Actions

Attrition Rate

UMA & UML

VOS

Largest Reductions | Largest Increases

Top PHAs with Largest Reductions in Units Leased since December 2024

PHA Code	PHA Name	Previous Year UML	Current UML	UML Difference	% Difference in UMLs
HI901	Hawaii Public Housing Authority	3321	3,193	-128	-3.85%

Note: PHAs that had a difference in UMLs of 5 or less have been eliminated from this chart to focus on larger HCV programs.

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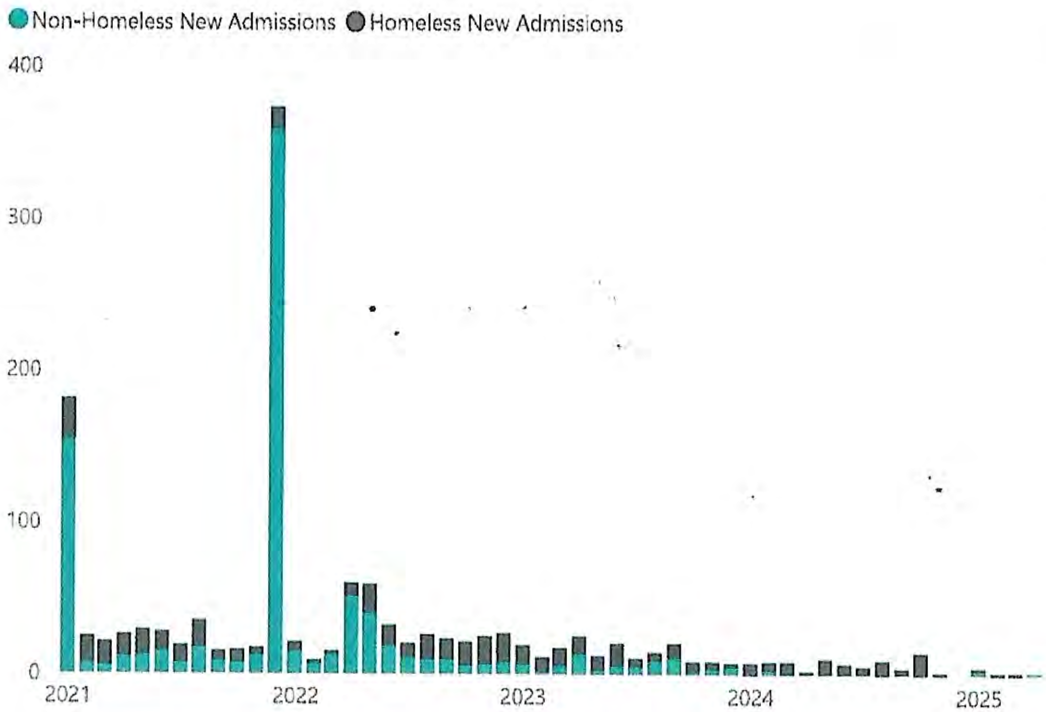
NEW ADMISSIONS TREND

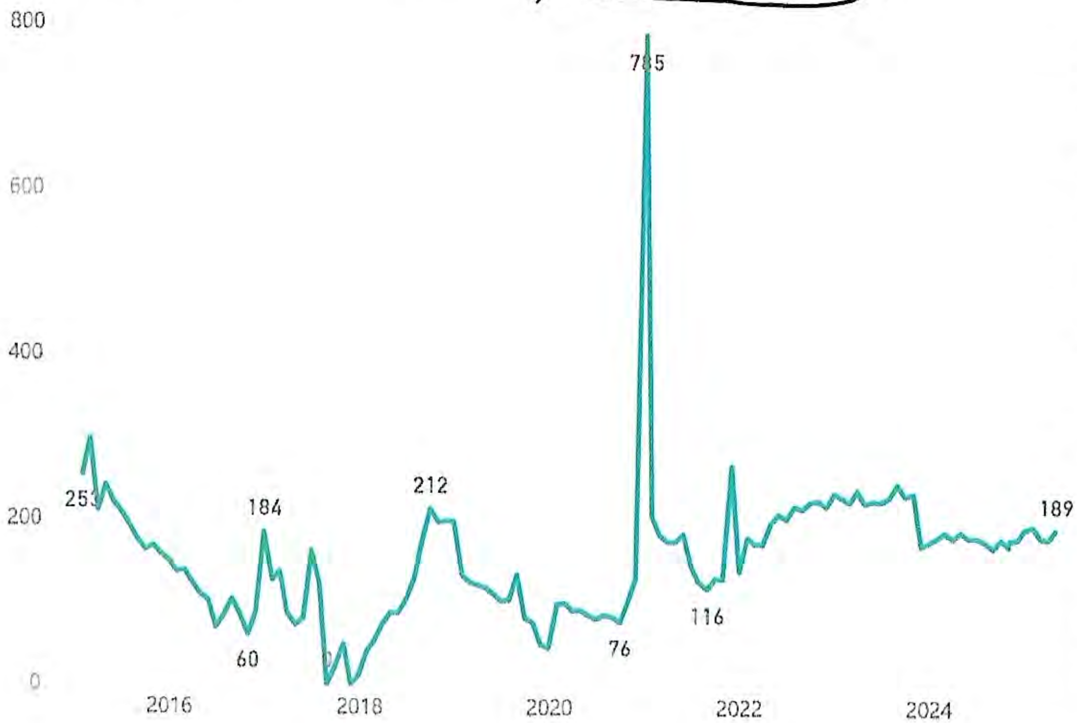


Date	Non-Homeless New Admissions	Homeless New Admissions
10/1/2023	2	6
11/1/2023	4	4
12/1/2023	5	2
1/1/2024	0	7
2/1/2024	3	5
3/1/2024	1	7
4/1/2024	1	1
5/1/2024	1	9
6/1/2024	1	6
7/1/2024	1	4
8/1/2024	0	9
9/1/2024	1	3
10/1/2024	0	14
11/1/2024	0	1
12/1/2024	0	0
1/1/2025	3	1
2/1/2025	0	1
3/1/2025	0	1
4/1/2025	1	0
5/1/2025	0	0

No vouchers issued?
only a few.

< Back to report

MONTHLY NUMBER OF VOUCHERS ON THE STREET



Date	Uncontracted Vouchers
October 2023	232
November 2023	169
December 2023	173
January 2024	179
February 2024	185
March 2024	178
April 2024	186
May 2024	179
June 2024	179
July 2024	174
August 2024	166
September 2024	177
October 2024	169
November 2024	176
December 2024	177
January 2025	190
February 2025	193
March 2025	180
April 2025	177
May 2025	189

HCV - Special Purpose Vouchers

Current Special Purpose Voucher Utilization as of May 2025. Special Purpose Vouchers are included in the ACC of a Public Housing Authority with the exception of Mainstream.

Select a State: HI

Select a Public Housing Authority: HI901 - Hawaii Public Housing Authority

MTW?: All

Clear All Filters:

Data is current as of May 2025.

Mainstream Vouchers

PHA Name	PHA Code	MS Total Effective Awards	MS Total Leased	MS % Leasing
Hawaii Public Housing Authority	HI901	78	60	76.92%
Total		**78**	**60**	**76.92%**

18 not used

Family Unification Program Vouchers (FUP)

PHA Name	PHA Code	FUP Total Effective Awards	FUP Total Leased	FUP % Leasing
Hawaii Public Housing Authority	HI901	4	0	0.00%
Total		**4**	**0**	**0.00%**

4 not used

Non-Elderly Disabled Vouchers (NEDs)

PHA Name	PHA Code	Total NED Awards	Total NED Leased	NED Leasing %
Hawaii Public Housing Authority	HI901	175	172	98.29%
Total		**175**	**172**	**98.29%**

3 Not used

Veterans Affairs Supportive Housing Vouchers (HUD VASH)

PHA Name	PHA Code	VASH Total Effective Awards	VASH Total Leased	VASH Leasing %
Hawaii Public Housing Authority	HI901	643	432	67.19%
Total		**643**	**432**	**67.19%**

211 NOT USED

Housing Choice Voucher Comparison

Data is current as of May 2025.

Clear All Filter

Comparison Page - Budget & Reserves:

On this page you can compare HCV programs across states, within states or by HCV program size. Please select the State, Public Housing Authority or HCV program size you are interested in viewing using the dropdown menus below. Once selected the data will adjust to reflect your selection and comparisons.

To examine PHAs within a select size please use the dropdown menu for HCV Program Size first before making selections below to compare States and Public Housing Authorities.

Select PHA Size: All

Select a State:	Select a Public Housing Authority:	MTW?:
HI	HI901 - Hawaii Public Housing Authority	All

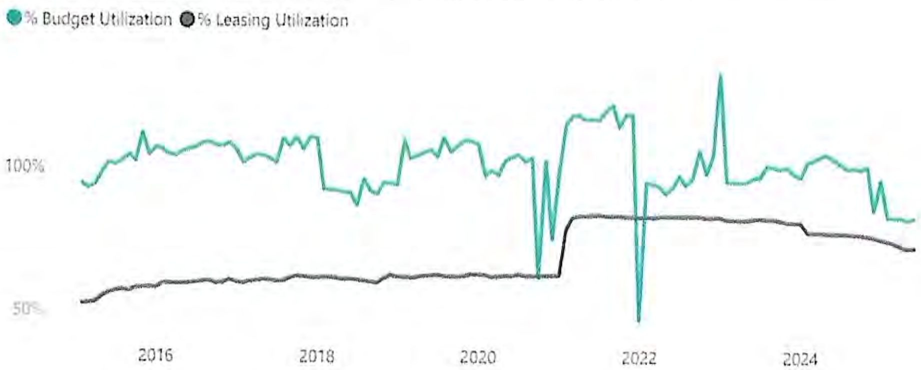
2025 YTD Spending as a % of Annual BA: 83.17%

HCV Total Reserves as of 12/31/24: $44

Reserves as % of Budget Authority: 0.00%

2025 Total Budget Authority for HCV Program: $66,163,047

Budget and Unit Utilization since 2015



Select a State:	Select a Public Housing Authority:	MTW?:
HI	HI003 - City And County of Honolulu	All

2025 YTD Spending as a % of Annual BA: 88.90%

HCV Total Reserves as of 12/31/24: $745,200

Reserves as % of Budget Authority: 0.92%

2025 Total Budget Authority for HCV Program: $81,275,568

Budget and Unit Utilization since 2015

HPHA

Back to report

BUDGET AND UNIT UTILIZATION SINCE 2015

Subsidy Vouchers

MonthDate	% Budget Utilization	% Leasing Utilization
Tuesday, October 31, 2023	100.60%	81.70%
Thursday, November 30, 2023	98.35%	81.62%
Sunday, December 31, 2023	97.38%	81.49%
Wednesday, January 31, 2024	102.47%	78.26%
Thursday, February 29, 2024	103.21%	78.14%
Sunday, March 31, 2024	104.57%	78.10%
Tuesday, April 30, 2024	105.22%	77.96%
Friday, May 31, 2024	103.39%	77.77%
Sunday, June 30, 2024	102.09%	77.87%
Wednesday, July 31, 2024	100.22%	77.77%
Saturday, August 31, 2024	100.54%	77.47%
Monday, September 30, 2024	100.01%	77.47%
Thursday, October 31, 2024	100.88%	76.96%
Saturday, November 30, 2024	85.93%	76.61%
Tuesday, December 31, 2024	96.40%	75.84%
Friday, January 31, 2025	83.49%	75.25%
Friday, February 28, 2025	83.31%	74.58%
Monday, March 31, 2025	83.25%	73.44%
Wednesday, April 30, 2025	82.62%	72.73%
Saturday, May 31, 2025	83.16%	72.92%

City

Subsidy Vouchers

< Back to report

BUDGET AND UNIT UTILIZATION SINCE 2015

MonthDate	% Budget Utilization	% Leasing Utilization
Tuesday, October 31, 2023	110.07%	82.41%
Thursday, November 30, 2023	110.02%	82.53%
Sunday, December 31, 2023	109.47%	82.25%
Wednesday, January 31, 2024	101.52%	82.59%
Thursday, February 29, 2024	101.09%	82.33%
Sunday, March 31, 2024	101.05%	81.82%
Tuesday, April 30, 2024	101.99%	82.02%
Friday, May 31, 2024	100.86%	81.49%
Sunday, June 30, 2024	99.54%	80.98%
Wednesday, July 31, 2024	102.37%	82.23%
Saturday, August 31, 2024	100.84%	81.90%
Monday, September 30, 2024	101.51%	81.63%
Thursday, October 31, 2024	101.24%	81.84%
Saturday, November 30, 2024	101.60%	81.96%
Tuesday, December 31, 2024	100.51%	81.27%
Friday, January 31, 2025	89.67%	82.23%
Friday, February 28, 2025	89.16%	81.61%
Monday, March 31, 2025	88.47%	80.49%
Wednesday, April 30, 2025	88.16%	80.25%
Saturday, May 31, 2025	89.05%	80.59%

Housing Choice Voucher Comparison

Data is current as of May 2025.

Clear All Filter

Comparison Page - Leasing & Per Unit Cost:

On this page you can compare HCV programs across states, within states or by HCV program size. Please select the State, Public Housing Authority or HCV program size you are interested in viewing using the dropdown menus below. Once selected the data will adjust to reflect your selection and comparisons.

To examine PHAs within a select size please use the dropdown menu for HCV Program Size first before making selections below to compare States and Public Housing Authorities.

Select PHA Size: All

Select a State:	Select a Public Housing Authority:	MTW?:
HI	HI901 - Hawaii Public Housing Authority	All

2025 YTD Leasing Percentage

Uses only → 73.78%

12 Month Attrition Rate as of 2/28/25

3.23%

Current Units under ACC

4,379

Vouchers Issued Each Month

Current Vouchers on the Street

189

Average Per Unit Cost since 2015*

Select a State:	Select a Public Housing Authority:	MTW?:
HI	HI003 - City And County of Honolulu	All

2025 YTD Leasing Percentage

81.03%

12 Month Attrition Rate as of 2/28/25

6.73%

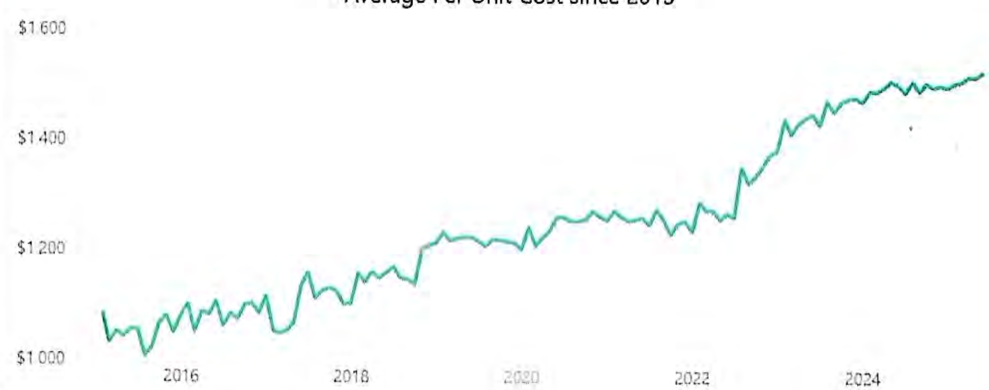
Current Units under ACC

4,911

Current Vouchers on the Street

57

Average Per Unit Cost since 2015*



VERBAL TESTIMONY AT THE BOARD MEETING ~ 08.28.25
by Laurie Thorson

Written Testimony #1

I am updating the board members of my lawsuit against HPHA, Hakim Ouansafi, Ryan Akamine, and Lyle Matsuura, who retaliated against me AFTER I caught them using illegal policies as part of a fraud scheme to divert over $110M from the Section 8 program.

Actually, I caught 3 of the 5 PHAs in Hawaii who have diverted over $500M from the Section 8 program since January 2015.

I provided the board members a copy of the most recent filings at the appellate court. If you are not on the board and you want to read these court documents, they are available on my website.

I recommend you read my Reply Brief first, which is my response to HPHA's Answering Brief. My Reply Brief confirms that their only defense to my claims is that I am "confused" about the facts, but never do they deny diverting over 100 million dollars from the Section 8 program.

The board of directors should know that Hakim Ouansafi submitted his declaration to the court, inputting liability to the board of directors for enforcing the illegal policies to commit fraud. This is a serious accusation. If the board does not agree with Hakim Ouansafi that they are liable for fraud, they should terminate him today.

Written testimony #2

I am providing proof to the HPHA financials and HUD data proves, that as of today, HPHA continues to divert from the Section program over $1M every month.

.• HPHA is reporting to HUD they used approximately 83% of the subsidy they received from HUD, but report in their financial statements that they used over 100% of the subsidy.

• The subsidy actually used is determined on how much HAP payments are made.

• HPHA is reporting in their financial records that they paid out over 100% subsidy in HAP payments, which amounts exceed 100% of the subsidy they received from HUD, but HPHA is only issuing 73% of the vouchers..

• There is no accounting for the missing subsidy not used.

• There is no accounting for the missing vouchers not used.

• HPHA reported to HUD that they currently have only $44 in Reserves.

only 73% of the vouchers were issued, so there should be 27% of subsidy in Reserves (approximately, $1.3M per month).

• HUD dashboard confirms that HPHA received 4,379 Section 8 vouchers each month, but are only issuing 3,193 vouchers (=73%).

• The information that the HPHA is “reporting” to HUD is different than the information it is "“reporting” in their financials.

That's all I have for now.
Thank you for listening.
Laurie

HAWAII PUBLIC HOUSING AUTHORITY
MINUTES OF THE REGULAR MEETING
HELD AT 1002 NORTH SCHOOL STREET, BUILDING A
HONOLULU, HAWAII 96817
ON THURSDAY, SEPTEMBER 11, 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, September 11, 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.

Chairperson Hall acknowledged the Board members received written testimony from Laurie Thorson (attached).

At approximately 8:03 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 Christyl Nagao
	Director Todd Taniguchi
	Deputy Attorney General Linda Chow
	Deputy Attorney General Klemen Urbanc
	Deputy Attorney General Chase Suzumoto
EXCUSED:	
STAFF PRESENT:	Hakim Ouansafi, Executive Director

(Via Zoom) Barbara Arashiro, Executive Assistant
Ryan Akamine, Chief Compliance Officer
Benjamin Park, Chief Planner
Rick Sogawa, Contracts and Procurement Officer
Carson Schultz, Redevelopment Officer
Dale Fujimoto, Property Mgt & Maint Services Branch Chief
Nicolas Ayabe, Housing Planner
Jennifer Weber, Section 8 Subsidy Program Branch Chief
Shirley Befitel, Human Resources & Safety Officer
Nelson Lee, Systems Analyst Supervisor
Kanoe Kepaa, Secretary

OTHERS PRESENT (via Zoom/teleconference):
Casey Shoji, Senator Chang's Office
Caitlin Barrow, Highridge Costa
Wendy
8082225885

Amend the Agenda

Chairperson Hall stated that a correction needed to be made to Item B on the agenda. The correction should state Kuhio Park Low Rises Redevelopment Project. Thus, eliminating the word Terrace and changing the word Rise to Rises.

Director Katsuda moved,

To: Amend Item B of the Agenda as follows:

To: (1) Declare the Hawaii Public Housing Authority's ("Authority") Participation in the Partnership Agreement, the Disposition and Development Agreement, and Phase 1 of the Kuhio Park [~~Terrace~~] Low Rises Redevelopment Project ("Project") all Fulfill a Public Purpose as Required by HRS § 356D-12.5(a)(1); (2) Approve the Form of the Amended and Restated Agreement of Limited Partnership for the Project, Submitted to the Authority on August 25, 2025, with Modifications Limited to Typographical or Clerical Corrections, or Non-Substantive Changes that Will Not Affect the Rights of the Authority or Impact the Affordability of the Project Subject to Approval by the Executive Director; and (3) Authorize and Direct the Executive Director to Approve the Final Plans and Specifications for the Kuhio Park Low Rises Redevelopment Project Phase 1 on Behalf of the Board

The motion was unanimously approved.

Discussion and Decision Making

Director Nagao moved,

> **To: (1) Authorize the Executive Director to Execute Rights of Entry for Access and Improvements for All Phases of the School Street Redevelopment Located at 1002 North School Street, Honolulu, Hawai‘i 96817, Tax Map Key No. (1) 1-6-009-011 (“Property”); and (2) Authorize the Executive Director to Execute a Grant of Easement with the Hawaiian Electric Company (“HECO”) on a Portion of the Property**

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

Executive Director Ouansafi reported that Phase 1A of the School Street Redevelopment project at 1002 North School Street closed financing in June 2024, and construction began immediately. The project remains on schedule for completion in 2026. To keep construction on track, contractors and utility providers need temporary access to HPHA’s adjacent property to complete off-site improvements that support the development. As a result, HPHA is requesting Board approval of rights of entry for contractors, subcontractors, and utility providers to access HPHA’s property for improvements. A grant of easement to HECO for the installation and maintenance of utility supports on a portion of the adjacent property. These approvals will ensure that construction continues without delay and that necessary utility safety upgrades are in place.

Director Darcy asked if there is any reason why the Board would not grant this today.

Executive Director Ouansafi stated that there is absolutely no reason. The action would support the current project.

> **The motion was unanimously approved.**

Director Kunz moved,

> **To: (1) Declare the Hawaii Public Housing Authority’s (“Authority”) Participation in the Partnership Agreement, the Disposition and Development Agreement, and Phase 1 of the Kuhio Park Low Rises Redevelopment Project (“Project”) all Fulfill a Public Purpose as Required by HRS § 356D-12.5(a)(1); (2) Approve the Form of the Amended and Restated Agreement of Limited Partnership for the Project, Submitted to the Authority on August 25, 2025, with Modifications Limited to Typographical or Clerical Corrections, or Non-Substantive Changes that Will Not Affect the Rights of the Authority or Impact the Affordability of the Project Subject to Approval by the Executive Director; and (3) Authorize**

and Direct the Executive Director to Approve the Final Plans and Specifications for the Kuhio Park Low Rises Redevelopment Project Phase 1 on Behalf of the Board

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

Executive Director Ouansafi reported on the highlights of Disposition and Development Agreement with the developer for Phase 1 of the Kuhio Park Low Rises (KPLR) Redevelopment Project. He stated that the purpose of the redevelopment is to carry out the Master Development Agreement and revitalize KPLR. Phase 1 will result in 302 new affordable rent-restricted units, of which 65 are reserved for families who were relocated when the original low-rise buildings were demolished. Key details were included in the Board packet.

Executive Director Ouansafi stated that during the preparation of documents and legal opinions, it was identified that the specific requirements of State law had not been explicitly addressed in earlier Board actions. In particular, the public purpose declaration and the formal approval of the partnership agreement had not been completed. This action will bring the approvals into compliance.

Executive Director Ouansafi reported that the Final Plans and Specifications for Phase 1 have been submitted and reviewed by staff. They are consistent with the presentations and renderings previously shown to the Board.

Chairperson Hall requested that the Board be kept informed of any substantive changes. Given the active nature of these projects, special meetings may need to be convened to ensure timely decision-making.

The motion was unanimously approved.

Director Katsuda moved,

To: (1) Adopt Proposed Changes to the Hawaii Public Housing Authority's (HPHA) Chapter 17-2021, Hawaii Administrative Rules, Entitled "Grievance Procedure", As Follows:

(A) Add a New Subchapter 1.1, Consisting of Sections 17-2021-4 and 17-2025;

(B) Amend Section 17-2021-4 to Clarify that Rental Agreements Shall be Terminated Pursuant to Chapter 17-2020, Hawaii Administrative Rules;

(C) Adopt Section 17-2021-5 Which (i) Sets Forth the Informal Settlement Process for Grievances Related to a Notice of Proposed Termination of Rental Agreement, (ii) and the Situations in Which it is Not Applicable;

(D) **Amend Section 17-2021-10 to Clarify a Project Management Office Shall Schedule a Date and Time to Meet with a Tenant to Discuss the Informal Settlement of a Grievance;**

(E) **Delete Section 17-2021-21(d) Which Prohibits the HPHA from Commencing a New Eviction Proceeding Against a Complainant if the Complaint Involves a Notice of Proposed Termination;**

(F) **Repeal Subchapter 4, Entitled "Expedited Grievance Procedures", Which Includes Sections 17-2021-30 to 17-2021-35; and**

(G) **Make Technical, Non-Substantive Changes to Sections 17-2021-2, 17-2021-3, 17-2021-10, 17-2021-11, 17-2021-12, 17-2021-13, 17-2021-20, and 17-2021-21; and**

(2) Authorize the Executive Director to Conduct a Public Hearing and Undertake All Other Actions Necessary Under Chapter 91, Hawaii Revised Statutes, and Administrative Directive No. 18-02 to Implement the Revision of Chapter 17-2021, Hawaii Administrative Rules, Including Making Non-Substantive Revisions to Formatting as May Be Required

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

Executive Director Ouansafi reported that the proposed amendments are intended to streamline the process, reduce duplication, and clarify the relationship between grievance procedures and eviction proceedings. HPHA is required under federal law to provide tenants with a fair process to challenge agency actions. The HPHA's grievance procedure has long been in place, both in the administrative rules and in our Admissions and Continued Occupancy Policy. Key amendment changes and next steps were included in the Board Packet.

Director Larson asked whether proposed changes would be discussed with the Resident Advisory Board (RAB) to gather input.

Executive Director Ouansafi confirmed.

The motion was unanimously approved.

Director Kunz moved,

To: (1) Rescind the Hawaii Public Housing Authority's (HPHA) Admissions & Continued Occupancy Policy (ACOP) Chapter 13 – Complaints, Grievances, and Appeals, Dated August 24, 2000; (2) Affirm that Chapters 17-2020, 17-2021, and 17-2028, Hawaii Administrative Rules (HAR), Provide All of the HPHA's Grievance Procedures for its Federal Public Housing Projects; (3) Approve the

New ACOP Chapter 13 which Provides that the HPHA's Grievance Procedures can be Found at Chapters 17-2020, 17-2021, and 17-2028, HAR; (4) Correct References to ACOP Chapter 13 Found in ACOP Chapters 2 and 4; and (5) Authorize the Executive Director to Conduct a Public Hearing and Undertake All Other Actions Necessary to Implement the Changes, Including Distributing the Information to the Resident Advisory Board and Residents in Federal Public Housing

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

Executive Director Ouansafi reported that this action is to rescind HPHA's grievance policy found in Admissions & Continued Occupancy Policy (ACOP) Chapter 13, adopted in August 2000, confirm that all grievance procedures are governed solely by Chapters 17-2020, 17-2021, and 17-2028 of the Hawaii Administrative Rules, adopt a new streamlined ACOP Chapter 13 to reflect this, correct related references in other ACOP chapters, and authorize the Executive Director to move the process forward through the required public hearings and tenant notification. Key details were included in the Board packet.

Director Darcy asked what are the most important changes that will help individuals to understand or alleviate more grievances going forward.

Executive Director Ouansafi stated by streamlining the information it will eliminate any confusion, misunderstanding, or miscommunication for both tenants and staff.

Director Larson inquired whether the same Hawaii Administrative Rule process applies to State public housing as it does to federal public housing, and whether any distinctions between the two need to be addressed separately to avoid confusion or conflict.

Executive Director Ouansafi stated that the State public housing does not have a grievance process.

Director Larson supports the informal addition, noting it promotes communication and is more tenant friendly. She suggested this method could be considered for State public housing, depending on the nature of recurring issues.

Chairperson Hall thanked the HPHA staff, the Development team, and the AG's for their continued hard work.

The motion was unanimously approved.

Director Katsuda moved,

To Adjourn the Meeting

The motion was unanimously approved.

The meeting adjourned at 8:32 a.m.

MINUTES CERTIFICATION FOR SEPTEMBER 11, 2025

Minutes Prepared by:

Rochelle Kanoe Kepaa Date
Secretary

Approved by the Hawaii Public Housing Authority Board of Directors at their Regular Meeting on October 16, 2025 [ ] As Presented [ ] As Amended

Director Susan Kunz Date
Board Secretary

Attachment

WRITTEN TESTIMONY
by Laurie Thorson

09.11.25 HPHA BOARD MEETING

TO: HPHA BOARD OF DIRECTORS

The agenda for this board meeting does not include the following information:

- APPROVAL OF MINUTES FOR BOARD MEETING ON AUGUST 28, 2025
- WRITTEN TESTIMONIES BY LAURIE THORSON
  which included copies to all the board members of HPHA financial stmts and HUD data (to prove federal funds were diverted from the Section 8 program). AND copies of court documents:
  · APPELLANT'S OPENING BRIEF
  · APPELLEES' RESPONSE BRIEF
  · APPELLANT'S REPLY BRIEF
- FINANCIAL STATEMENTS FOR THE MONTH OF JULY 2025 AND/OR AUGUST 2025
- EXECUTIVE DIRECTOR'S REPORT

Because the above items are not on the agenda, I am being denied the opportunity to prove to the board members that HPHA continues to provide false information to HUD, and that HPHA Executive Director Hakim Ouansafi and his staff continue to divert approximately $1.3M in federal funds from the Section 8 program every month.

Even though the HPHA is not adding their financial statements to this agenda, the HUD DASHBOARD confirms the data the HPHA state employees are reporting to HUD is false.

. . . .

The board members can access the same information I am able to access at this HUD DASHBOARD:

https://app.powerbigov.us/view?r=eyJrIjoiM2Y2OTQ2MTAtODVkNC00YmM2LThhOWEtZWY4MGU5YWFmZDFmIiwidCI6IjYxNTUyNGM1LTIyZTktNGJjZC1hODkzLTExODBhNTNmYzdiMiJ9

HPHA FRAUD SCHEME #1

HUD DASHBOARD data is current as of June 2025. I provided copies to the board members in the last month's board meeting, which are not attached to the this month's agenda for board meeting on 09.011.25.

The following HUD data proves that the HPHA continues to divert federal funds from the Section 8 program by providing false information in their financial statements, reporting false information to HUD, and the Executive Director Hakim Ouansafi confirms the false information in his monthly Executive Director's Report (at the end of each month's agenda).

<u>HUD dashboard provides data for the month of June 2025</u>:

HUD issued **4,379** Section 8 vouchers to HPHA
HPHA issued only **3,112 (<u>72.90%</u>) ***
2024 = 3,321 vouchers were issued by HPHA
2025 = 3,112 vouchers were issued by HPHA (209 less vouchers issued from 2024)

HUD budget to HPHA was **$5,527,214**
HPHA reported to HUD that HAP payments totalled **$4,600,267**
(utilizing approximately **<u>83%</u>** of the budget) *****
($926,947 should be in reserves)

HPHA reported to HUD that it has only **$44** in Reserves
(a decrease from the previous month's Reserves in the amount of $140,000)

*HUD issued **643** Section 8 VASH (Veterans) vouchers to HPHA*
*HPHA issued only **421 (65.47%)***

*HUD issued **78** Section 8 mainstream vouchers to HPHA*
*HPHA issued only **57 (73.08%)***

THE ABOVE PROVES THAT THE HPHA REFUSES TO ISSUE ALL THE VOUCHERS TO THE COMMUNITY, WHICH IS ONLY ONE OF MANY FRAUD SCHEMES BEING IMPLEMENTED BY THE HPHA FOR THE PURPOSE OF DIVERTING FEDERAL FUNDS FROM THE SECTION 8 PROGRAM.

THE OTHER FRAUD SCHEME IS TO USE ILLEGAL POLICIES AS PART OF AN ELABORATE FRAUD SCHEME TO REDUCE THE AMOUNT OF THE PAYMENT STANDARD FOR EACH VOUCHER FOR THE PURPOSE OF REDUCING THE AMOUNT OF SUBSIDY USED FOR EACH VOUCHER.

The full amount of subsidy received is based on the amount of the payment standard for each voucher. However, the HPHA enforces the illegal policies to use **low** comparables against the **contract rent** in all rent reasonableness determinations. This reduces the amount of the payment standard for each voucher, which reduces the amount of subsidy expended for each voucher. **The difference of unused subsidy disappears (is not in Reserves).**

NOTE: Hakim Ouansafi admits HPHA enforces these illegal policies in his Declaration (attachment to his Motion for Summary Judgement); however, he imputes liability for using these illegal policies to his staff and HPHA Board of Directors.

HPHA FRAUD SCHEME #2

(to use low comps against the contract rent in all rent reasonableness tests)

<u>HPHA (illegal policy) v. HUD (legal policy)</u>

HPHA Admin Plan **8-III.D,** is still noncompliant with ***HUD Regulations*** as required in ***24 C.F.R. §982.507, 24 C.F.R. §982.52(a)*** and ***24 C.F.R. §982.54(b).***

HPHA:

ILLEGAL POLICY is confirmed in HPHA ADMIN PLAN 8-III.D

"...**How Rents are Determined..."** "...PHA Policy..."
"...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..."

Refer to page 17 at this HPHA link:
https://cdn.prod.website-files.com/61d64d5f9d24da33de8c58ab/6726d0689867ab40144c010e_240516%20Administrative%20Plan%2C%20Chapter%2008.pdf

HUD REGULATION:
LEGAL POLICY is confirmed in HUD Guidebook

"...3.1.2 Ensure method represents entire market, not only units within the PHA's Payment Standard..."

"...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...**"

Refer to page 8 at this HUD link:
https://www.hud.gov/sites/dfiles/PIH/documents/HCV_Guidebook_Rent%20Reasonableness_updated_Sept%202020.pdf

https://www.hud.gov/helping-americans/housing-choice-vouchers-guidebook

Approved by the Executive Director
October 16, 2025

FOR ACTION

MOTION: To: **(1)** Approve the Hawaii Public Housing Authority's Amended Moving to Work Supplement for Fiscal Year 2026; **(2)** Approve Board Resolution No. 25-05 Approving the Hawaii Public Housing Authority's Amended Public Housing Agency Plan for Fiscal Year 2026 and Amended Moving To Work Supplement for Fiscal Year 2026; and **(3)** Authorize the Executive Director to Take the Required Actions to Submit the Amended Moving to Work Supplement for Fiscal Year 2026 and Board Resolution No. 25-05 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, as 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 planned and ongoing MTW activities during the next fiscal year. HUD also uses the MTW Supplement to monitor and evaluate the effectiveness of a PHA's MTW policies.

C. On July 7, 2025, HUD approved the HPHA's current MTW Supplement for Fiscal Year 2026, which covers the period from July 1, 2025, to June 30, 2026.

D. A public hearing to amend an MTW Supplement is required under Section 7.a.ii. of the MTW Operations Notice. A PHA must provide the public with 45-calendar day advanced notice.

E. The proposed amendments and a public notice for the hearing was approved by the Board of Directors on May 29, 2025, and published in the Honolulu Star-Advertiser, The Garden Island, The Maui News, West

Hawaii Today, and Hawaii Tribune Herald on June 6, 2025. A notice was also sent to all public housing residents with the July 2025 rent bill.

F. A public hearing was held in-person and online on July 21, 2025. Meetings with the Resident Advisory Board to discuss the draft Amended MTW Supplement were held on July 8, 2025, and August 12, 2025.

G. The HPHA's amended MTW Supplement for Fiscal Year 2026 must be reviewed for approval by the HUD Honolulu Field Office and HUD MTW Office.

II. DISCUSSION

A. The HPHA proposed the following amendments in the MTW Supplement for Fiscal Year 2026 as previously approved by the Board:

1. Adjusted Minimum Rent for Non-Elderly, Non-Disabled Households: MTW Waivers 1.e. and 1.f. (LIPH and HCV Minimum Rent), HPHA is seeking to implement a minimum rent of $100 per month for federal public housing and the Section 8 voucher programs. Elderly and disabled families will be exempt from this activity and will continue to pay the standard minimum rent. The goals of these waivers are to incentivize families to maintain employment, thereby increasing their economic self-sufficiency; and to improve the financial health and sustainability of both programs in order to be able to serve more families in need of subsidized housing.

2. MTW Waivers 1.m. and 1.n. – Enhancing Program by Streamlining Utility LIPH and HCV Utility Reimbursements: Under MTW Waivers 1.m. and 1.n., the HPHA is seeking approval to phase out utility reimbursement payments in federal public housing and the Section 8 voucher programs. This initiative is intended to strengthen HPHA's ability to serve more households, improve service delivery, and reinvest in critical housing needs.

3. MTW Waiver 12.a. and 12.b. – Promoting Opportunity and Self-Sufficiency Through Work and Engagement Requirement: As part of its commitment to supporting residents' long-term success, the HPHA is proposing the adoption of a 15-hour weekly work or engagement requirement for non-elderly, non-disabled individuals receiving housing assistance through the federal public housing and Section 8 voucher programs. This initiative—already implemented by many public housing agencies across the country—has been recognized as a best practice under the MTW

(Moving to Work) demonstration and is expected to be a priority under new HUD guidance currently being developed by the federal administration.

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 additional changes were made to the Amended MTW Supplement for Fiscal Year 2026.

C. The Amended MTW Supplement for Fiscal Year 2026 is attached as Attachment A and will be submitted to HUD upon final approval by the Board of Directors. Board Resolution 25-05 is attached as Attachment B and certifies the Board's approval of the MTW Certification of Compliance and submission of the Amended MTW Supplement to HUD.

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 2026 following approval by the Board of Directors and HUD.

(End of Section)

III. RECOMMENDATION

That the Board of Directors: **(1)** Approve the Hawaii Public Housing Authority's Amended Moving to Work Supplement for Fiscal Year 2026; **(2)** Approve Board Resolution No. 25-05 Approving the Hawaii Public Housing Authority's Amended Public Housing Agency Plan for Fiscal Year 2026 and Amended Moving To Work Supplement for Fiscal Year 2026; and **(3)** Authorize the Executive Director to Take the Required Actions to Submit the Amended Moving to Work Supplement for Fiscal Year 2026 and Board Resolution No. 25-05 to the U.S. Department of Housing and Urban Development

Attachment A:	MTW Supplement for Fiscal Year 2026
Attachment B:	Board Resolution No. 25-05 Resolution Approving the Hawaii Public Housing Authority's Amended Annual Public Housing Agency Plan for Fiscal Year 2025-2026 and Amended Moving to Work Supplement for Fiscal Year 2025-2026

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

# MTW Supplement to the Annual PHA Plan	**U.S. Department of Housing and Urban Development** **Office of Public and Indian Housing**	**OMB No. 2577-0226** **Expires: 03/31/2024**

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[1] 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.

A. PHA Information.

PHA Name: Hawaii Public Housing Authority
PHA Code: HI001
MTW Supplement for PHA Fiscal Year Beginning: (MM/DD/YYYY): 07/01/2025
PHA Program Type: ☐ Public Housing (PH) only ☐ Housing Choice Voucher (HCV) only ☒ Combined
MTW Cohort Number: 3
MTW Supplement Submission Type: ☐ Annual Submission ☒ Amended Annual Submission

B. Narrative.

MTW Supplement Narrative.

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.

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.

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.

[1] 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. In accordance with subsequent guidance provided by the HUD Honolulu Field Office, the HPHA will only apply this activity to regularly scheduled reexaminations with an effective date on or after May 1, 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. The anticipated start date of the activity is Q3 of 2024. Before implementation, the HPHA will notify all participating families of the change to their reexamination cycles.

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 amended its Supplement for FY 25 to request three additional 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 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.

As part of the MTW Supplement for FY 26, the HPHA requested approval of MTW Waiver 17.c. in order to use MTW funding to acquire, renovate, and/or develop affordable units for low-income families that are not public housing units. More specifically, the HPHA may utilize MTW funding for predevelopment costs and/or gap financing for LNT affordable units (as described in Notice PIH 2011-45). This waiver will enable the HPHA to further increase housing choice for low-income families through its ongoing redevelopment and repositioning efforts.

The HPHA is also amending its MTW Supplement for FY 26 to request six additional waivers as part of three new activity initiatives for federal public housing and the Section 8 voucher programs: MTW Waivers 1.e. and 1.f. to implement a $100 maximum rent for non-disabled, non-elderly families; MTW Waivers 1.m. and 1.n. to eliminate utility reimbursements when the utility allowance exceeds a family's total tenant payment calculation; and MTW Waivers 12.a. and 12.b. to implement a 15-hour weekly work requirement for all non-elderly, non-disable individuals receiving housing assistance. These waivers will be utilized to achieve two of the MTW statutory objectives: (1) to reduce cost and achieve greater cost effectiveness in federal expenditures; and (2) to incentivize low-income families to obtain employment and become economically self-sufficient. The HPHA believes these waivers, in combination, will help to counteract the negative work incentives inherent to each program. Additionally, all cost-savings and increase in revenues will help to sustain the financial health of the agency and allow the HPHA to serve more low-income families in need of subsidized housing. The HPHA also understands the potential negative impacts these policies could have on certain tenants who are least equipped to compete in the labor force. The HPHA will work to mitigate these effects through its Hardship Policies and by developing thorough criteria by which determinations can be made as to whether a tenant is truly work-able.

Activities Currently Implemented

- **HPHA Activity 23-01**: Front-End Vacancy Loss Payments (Cohort Waiver[2] 4.2.);
- **HPHA Activity 23-03**: Vacancy Loss Payments (MTW Waiver 4.a.);
- **HPHA Activity 23-04**: Signing Bonus Payments (MTW Waiver 4.c.);
- **HPHA Activity 25-06**: Damage Reimbursement Payments (MTW Waiver 4.b.); and
- **HPHA Activity 25-08**: Increased Payment Standards (MTW Waiver 2.a.).

Activities Pending Implementation

- **HPHA Activity 23-02**: Waiver of Mandatory Initial Inspection (Cohort Waiver[2] 4.1.);
- **HPHA Activity 24-05**: Biennial Reexaminations for HCV (MTW Waiver 3.b.);
- **HPHA Activity 25-07**: Biennial Reexaminations for Public Housing (MTW Waiver 3.a.);
- **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.).

Waivers Requested for FY 26

- **HPHA Activity 26-12**: Housing Development Programs (MTW Waiver 17.c.);
- **HPHA Activity 26-13**: LIPH Minimum Rent (MTW Waiver 1.e.);
- **HPHA Activity 26-14**: HCV Minimum Rent (MTW Waiver 1.f.);
- **HPHA Activity 26-15**: LIPH Utility Reimbursements (MTW Waiver 1.m.);
- **HPHA Activity 26-16**: HCV Utility Reimbursements (MTW Waivers 1.n.);
- **HPHA Activity 26-17**: LIPH Work Requirement (MTW Waiver 12.a.); and
- **HPHA Activity 26-18**: HCV Work Requirement (MTW Waiver 12.b.).

C.	MTW Waivers and Associated Activities.

Currently Implemented:

HPHA Activity 23-03:	Vacancy Loss Payments (MTW Waiver 4.a.)
Core Questions:	
Narrative. 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 provides an incentive payment to a landlord for a dwelling unit vacancy if the landlord rents to another voucher holder. This activity was approved as part of the HPHA's MTW Supplement for FY 23. Vacancy loss payments are equal to one month's rent for each given dwelling unit. 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

[2] Cohort-specific waivers are not reported on in the MTW module of HUD's Housing Information Portal.

	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. 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.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☐ The MTW activity applies to all assisted households ☒ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types ☐ Other – another specifically defined target population or populations
Location. Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☐ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ 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.	The HPHA has paused this incentive payment because of a staffing shortage. The HPHA will begin offering it again once the agency has the necessary administrative capacity.

Custom Questions:	
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?	☒ To all units ☐ Certain types of units only
What is the maximum payment that can be made to a landlord under this policy?	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.
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

HPHA Activity 23-04:	Signing Bonus Payments (MTW Waiver 4.c.)
Core Questions:	
Narrative. 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 provides a signing bonus payment to a landlord who rents a dwelling unit to a voucher holder for the first time. This activity was approved as part of the HPHA's MTW Supplement for FY 23. Signing bonus payments are equal to one month's rent for each given 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. Both terms as currently defined in the program's Administrative Rules include the HPHA's entire HCV jurisdiction. 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 owner may qualify for a signing bonus. 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.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures

	☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☐ The MTW activity applies to all assisted households ☒ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☒ New admissions (i.e., applicants) only ☐ Currently assisted households only ☐ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types ☐ Other – another specifically defined target population or populations
Location. Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☐ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ 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.	The HPHA has paused this incentive payment because of a staffing shortage. The HPHA will begin offering it again once the agency has the necessary administrative capacity.
Custom Questions:	
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?	☐ To all units ☒ Certain types of units only What type of units does this policy apply to? ☐ Accessible units ☒ Units in particular types of areas or neighborhoods. Please describe these areas briefly: 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." ☐ Units/landlords new to the HCV program ☐ 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?	20
What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?	$55,716

HPHA Activity 25-06:	**Damage Reimbursement Payments (MTW Waiver 4.b.)**
Core Questions:	
Narrative. 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 provides 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. This activity was approved as part of the HPHA's MTW Supplement for FY 25. A reimbursement will only be provided for expenses that exceed an assisted family's security deposit. Additionally, the reimbursement will only be made after a new HAP contract is executed for the dwelling unit. 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. This activity is meant to assuage landlord concerns about renting to Section 8 voucher holders. This activity will help the HPHA be able to recruit and retain more landlords, thereby increasing housing choice for low-income families.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☒ Currently assisted households only ☐ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types

Location. 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 HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☐ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ 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.	The HPHA has paused this incentive payment because of a staffing shortage. The HPHA will begin offering it again once the agency has the necessary administrative capacity.
Custom Questions:	
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?	☒ To all units ☐ 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?	0
What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?	$0

HPHA Activity 25-08:	**Increased Payment Standards (MTW Waiver 2.a.)**
Core Questions:	
Narrative. 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 may set the payment standard for a zip code between 90% to 120% of the Small Area Fair Market Rent (SAFMR). This activity was approved as part of the HPHA's MTW Supplement for FY 25. Exception payment standards 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 the agency's jurisdiction with high rates of rent-burdened families. Having the ability to provide greater

	amounts of rental subsidy 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 HPHA's voucher programs. Any dwelling unit rented by a voucher holder in a zip code with an exception standard must still meet rent reasonableness requirements.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. 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 HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☐ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☐ No ☒ Already provided
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.)	☐ Yes ☒ No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	☐ Yes ☒ 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?	☐ Yes ☐ No ☒ Already provided
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.)	☒ Yes ☐ No The Impact Analysis also applies to HPHA Activity 24-05 (MTW Waiver 3.b.).
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. The HPHA did not exercise this flexibility when creating the Payment Standards for CY 2025.
Custom Questions:	
Please explain the payment standards by ZIP or "grouped" ZIP codes.	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 generally 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 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.

Pending Implementation:

HPHA Activity 24-05:	**Biennial Reexaminations for HCV (MTW Waiver 3.b.)**
Core Questions:	
Narrative. 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 conduct regularly scheduled income and eligibility reexaminations for HCV families on a biennial basis (i.e., every two years). This activity was approved as part of the HPHA's Amended MTW Supplement for FY 2024.

	In accordance with the Administrative Plan, the HPHA will mitigate fraud and abuse by generating and reviewing Income Discrepancy Reports in EIV on a regular 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. 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.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	(Check at least one) ☒ Cost effectiveness ☒ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☒ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☒ Currently assisted households only ☐ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. 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 HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☐ No ☒ Already provided

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.)	☐ Yes ☒ No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	☐ Yes ☒ 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?	☐ Yes ☐ No ☒ 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.	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 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.
Custom Questions:	
What is the recertification schedule?	☒ Once every two years ☐ Once every three years ☐ Other. Please describe:
How many interim recertifications per year may a household request?	☐ 0 ☐ 1 ☒ 2 or more
Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.	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 of income or household composition that occurs between biennial reexaminations. 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.

HPHA Activity 25-07:	**Biennial Reexaminations for Public Housing (MTW Waiver 3.a.)**

Core Questions:	
Narrative. 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 conduct regularly scheduled income and eligibility reexaminations for public housing families on a biennial basis (i.e., every two year), except for families who are determined to be over-income, pursuant to 24 CFR §960.507 and Section 103 of HOTMA. This activity was approved as part of the HPHA's MTW Supplement for FY 25. 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 will mitigate fraud and abuse by generating and reviewing Income Discrepancy Reports in EIV on a regular basis, discuss program compliance and integrity issues during briefing sessions with residents, 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. 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.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☒ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☒ Decreased revenue ☐ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☒ Currently assisted households only ☐ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types

Location. 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 activities:** Does the MTW activity apply to all public housing developments?	**For PH activities:** ☒ The MTW activity applies to all developments ☐ The MTW activity applies to specific developments
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☐ No ☒ Already provided
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.)	☐ Yes ☒ No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	☐ Yes ☒ 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?	☐ Yes ☐ No ☒ Already provided
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.)	☐ Yes ☒ 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 is pending implementation.
Custom Questions:	
What is the recertification schedule?	☒ Once every two years ☐ Once every three years ☐ Other. Please describe:
How many interim recertifications per year may a household request?	☐ 0 ☐ 1 ☒ 2 or more
Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.	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.

	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.

HPHA Activity 25-09: **Increase PBV Program Cap (MTW Waiver 9.a.)**	
Core Questions:	
Narrative. 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 may project-base up to the lower of 50% of total authorized HCV units or annual budget authority. The waiver request for this activity was submitted to HUD as part of the HPHA's Amended MTW Supplement for FY 25. 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%. 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.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☒ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only

	☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. 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 HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☐ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ 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 is pending implementation.
Custom Questions:	
What percentage of total authorized HCV units will be authorized for project-basing?	50%

HPHA Activity 25-10:	**Increase PBV Project Cap (MTW Waiver 9.b.)**
Core Questions:	
Narrative. 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 may raise the PBV cap for a project up to 100%. The waiver request for this activity was submitted to HUD as part of the HPHA's Amended MTW Supplement for FY 25. 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.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency

	☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☒ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. 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 HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☐ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ 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 is pending implementation.

HPHA Activity 25-11:	**Increase PBV Rent to Owner (MTW Waiver 9.g.)**
Core Questions:	
Narrative. 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 may set the contract rent for a PBV-assisted unit up to 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. The waiver request for this activity was submitted to HUD as part of the HPHA's Amended MTW Supplement for FY 25.

	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. 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.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. 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 HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☐ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided

Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ 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 is pending implementation.

<u>Requested Waivers for FY 26</u>:

HPHA Activity 26-12: **Housing Development Programs (MTW Waiver 17.c.)**	
Core Questions:	
Narrative. 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 use this LNT activity primarily to provide gap financing for affordable housing projects developed as part of its ongoing Ka Lei Momi redevelopment initiative. MTW funds may be used to cover pre-development costs and work items related to site control, appraisals, market analysis, surveys, architectural drawings, schematic permits, legal fees, construction management, and feasibility consulting. The HPHA may also use MTW funds for other affordable housing development activities including, but not limited to, the acquisition, renovation, and/or development of non-public housing units for low-income families. These added flexibilities will allow the HPHA to better leverage third-party debt in the form of tax-exempt bond financing, LIHTC equity, and other local sources. The HPHA will not use more than 10% of its Housing Assistance Payments budget on this activity. The HPHA will also ensure all assisted families meet HUD's definition of "low-income" and that all projects comply with Notice PIH 2011-45 and Section 30 of the U.S. Housing Act of 1937, as applicable. The goal of this waiver activity is to increase housing choice for low-income households by improving the financial feasibility of our agency's development efforts. In January 2023, the HPHA issued a request for qualifications (RFQ) for a master developer to play a lead role in transforming a portion of the HPHA's portfolio of public housing properties. This effort includes master planning and redevelopment of several sites across the state, including Mayor Wright Homes. Through the RFQ process, HPHA selected a master developer, Highridge Costa Development Company (HCDC), to begin evaluating and master planning the redevelopment of the following eight targeted sites: Mayor Wright Homes, Puuwai Momi, Kaahumanu Homes, Kamehemeha Homes, Hale Laulima, Nanakuli Homes, Lanakila Homes, Kahekili Terrace, and Kapaa. All nine of these targeted sites, totaling nearly 80 acres of land, have significant potential to become mixed-income, mixed-use, transit-oriented developments. The redevelopment effort is targeting delivery of a minimum of 10,000 additional housing units in addition to the one-for-one replacement of public housing units. The Ka Lei Momi

	redevelopment is expected to be completed in multiple phases estimated at roughly two (2) years per phase over a total period of at least 10 years; although, this timeline is contingent upon permit approvals, market forces, funding, and the availability of financing. The HPHA will play a secondary role in the redevelopment effort by lending assistance and support, when necessary, and will conduct normal monitoring activities as dictated by applicable regulations. In FY 26, the HPHA may commit/spend MTW funds on two Ka Lei Momi redevelopment projects: Mayor Wright Homes - Phase 1A and Kapaa. Commitment/spending of MTW funds is subject to change prior to the financial closing of each project phase. Mayor Wright Homes – Phase 1A will replace 76 public housing units with 306 new LIHTC units and 2 manager units. Schematic drawings were submitted to HUD for review in December 2024. As of April 1, 2025, the HPHA resubmitted its LIHTC, Hula Mae Multi-Family Bond, and Rental Housing Revolving Fund Tier 1 application to the Hawaii Housing Finance & Development Corporation and is awaiting funding announcements expected in August 2025. Phase 1A design drawings are at 50% and expected to be completed by the end of 2025 Q2. The Kapaa redevelopment project will replace 36 public housing units with 123 new LIHTC units and one resident manager unit. The project will be completed as a single-phase effort. As of April 1, 2025, the HPHA is also awaiting a funding award from HHFDC for Kapaa. In response to HUD comments from the first architectural review, the HPHA and HCDC have updated site and floor plans. Final schematic design is expected by June 2025 and development drawings are expected in 2025 Q3. Finally, submission of construction permits to the County of Kauai, the NEPA finding of No Significant Impact, and submission of the Section 18 application are all expected in 2025 Q4. The final unit mixes reported above and below may change prior to the financial closing of each project. The HPHA will report any changes in subsequent MTW Supplement submissions.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures ☐ Decreased expenditures

Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ 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 during FY 26.
Custom Questions:	

Housing Development Programs that the MTW Agency plans to commit Funds to in Fiscal Year

Name of Development	MTW Role: Acquisition, Rehab, New Construction	Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Number of Affordable Units	Total Number of Units	Number of Units by Affordability – 80% of AMI	Number of Units by Affordability – 50% of AMI	Number of Units by Affordability – 30% of AMI	Number of Units by Affordability - Other
Kapaa	New Construction	Gap Financing, Tax Credit Partnership	124	124	0	0	0	123
Mayor Wright Homes – Phase 1A	New Construction	Gap Financing, Tax Credit Partnership	306	308	0	24	65	217

Housing Development Programs that the MTW Agency plans to spend funds on in the Fiscal Year

Name of Development	MTW Role: Acquisition, Rehab, New Construction	Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Number of Affordable Units	Total Number of Units	Number of Units by Affordability – 80% of AMI	Number of Units by Affordability – 50% of AMI	Number of Units by Affordability – 30% of AMI	Number of Units by Affordability - Other

Housing Development Programs that the MTW Agency committed funds to in prior Fiscal Year

Name of Development	MTW Role: Acquisition, Rehab, New Construction	Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Number of Affordable Units	Total Number of Units	Number of Units by Affordability – 80% of AMI	Number of Units by Affordability – 50% of AMI	Number of Units by Affordability – 30% of AMI	Number of Units by Affordability - Other

Housing Development Programs that the MTW Agency spent funds on in the prior Fiscal Year

Name of Development	MTW Role: Acquisition, Rehab, New Construction	Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Number of Affordable Units	Total Number of Units	Number of Units by Affordability – 80% of AMI	Number of Units by Affordability – 50% of AMI	Number of Units by Affordability – 30% of AMI	Number of Units by Affordability - Other

HPHA Activity 26-13:	**LIPH Minimum Rent (MTW Waiver 1.e.)**
Core Questions:	
Narrative. 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 implement a minimum rent of $100 for the LIPH program. Elderly and disabled families are exempt from this activity and subject to the HPHA's standard minimum rent policy. A family that cannot pay the minimum rent may seek a temporary or long-term hardship exemption. The HPHA shall grant hardship exemptions in accordance with section 17-2028-61, Hawaii Administrative Rules, and 24 C.F.R. 5.630(b). The goals of this activity are to incentivize families to maintain employment and improve the financial sustainability of the LIPH program.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness

	☐ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☒ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☐ The MTW activity applies to all assisted households ☒ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☐ The MTW activity applies to all family types ☒ The MTW activity applies only to selected family types ☒ Non-elderly, non-disabled families
Location. 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 activities:** Does the MTW activity apply to all public housing developments?	**For PH activities:** ☒ The MTW activity applies to all developments ☐ The MTW activity applies to specific developments
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☒ Yes ☐ No ☐ Already provided See **Attachment C: Hardship Policy**.
Does the MTW activity require an impact analysis?	☒ Yes ☐ No ☐ Already provided See **Attachment D: Impact Analysis**.
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 is pending implementation.
Custom Questions:	
How much is the minimum rent or minimum Total Tenant Payment (TTP)?	$100.

HPHA Activity 26-14: HCV Minimum Rent (MTW Waiver 1.f.)	
Core Questions:	
Narrative. 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 implement a minimum rent of $100 for Section 8 voucher programs. Elderly and disabled families are exempt from this activity and subject to the standard minimum rent policy. A family that cannot pay the minimum rent may seek a hardship exemption. The HPHA shall grant hardship exemptions in accordance with section 17-2031-53, Hawaii Administrative Rules, and 24 C.F.R. 5.630(b). The goals of this activity are to incentivize families to maintain employment and improve the financial sustainability of the HCV program.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☐ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☒ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☐ The MTW activity applies to all assisted households ☒ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☐ The MTW activity applies to all family types ☒ The MTW activity applies only to selected family types ☒ Non-elderly, non-disabled families
Location. 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 HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☒ Yes ☐ No ☐ Already provided See **Attachment C: Hardship Policy**.

Does the MTW activity require an impact analysis?	☒ Yes ☐ No ☐ Already provided See **Attachment D: Impact Analysis**.
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 is pending implementation.
Custom Questions:	
How much is the minimum rent or minimum Total Tenant Payment (TTP)?	$100.

HPHA Activity 26-15:	**LIPH Utility Reimbursements (MTW Waiver 1.m.)**
Core Questions:	
Narrative. 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 eliminate utility reimbursement payments in the public housing program when the utility allowance is greater than the total tenant payment. As of May 1, 2025, there are 292 families receiving utility reimbursements across all the HPHA's public housing properties. The HPHA pays $21,518 each month in utility reimbursements 292 families, or an average of $74 to each family. Implementing this activity is expected to create an estimated cost savings of $258,216 per year. The goals of this activity are to improve the cost-effectiveness of the public housing program; begin simplifying the rent calculation process; and eliminate the administrative burden of preparing, signing, and mailing out reimbursement checks each month.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☐ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☒ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households

Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. 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 activities:** Does the MTW activity apply to all public housing developments?	**For PH activities:** ☒ The MTW activity applies to all developments ☐ The MTW activity applies to specific developments
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ 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 is pending implementation.

HPHA Activity 26-16:	**HCV Utility Reimbursements (MTW Waivers 1.n.)**
Core Questions:	
Narrative. 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 eliminate utility reimbursement payments in the HCV program when the utility allowance is greater than the total tenant payment. As of May 1, 2025, there are 377 families receiving utility reimbursements across all the HPHA's voucher programs. The HPHA pays $76,609 each month in utility reimbursements to 377, or an average of $203 to each family. Implementing this activity is expected to create an estimated cost savings of $919,308 per year. The goals of this activity are to improve the cost-effectiveness of the Section 8 voucher programs; begin simplifying the rent calculation process; and eliminate the administrative burden of preparing, signing, and mailing out reimbursement checks each month.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☐ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☒ Decreased expenditures

Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. 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 HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ 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 is pending implementation.

HPHA Activity 26-17:	**LIPH Work Requirement (MTW Waiver 12.a.)**
Core Questions:	
Narrative. 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 require non-elderly, non-disabled persons aged 18 years or older to adhere to a work requirement policy. Each eligible individual in a household must obtain a minimum of 15 hours of work or schooling per week. The HPHA, at its discretion, may allow acceptable substitutes for employment to meet this requirement (e.g., job/career readiness activities, job/vocational training, apprenticeships, and internships). Exempted individuals are described in the activity's Hardship Policy. Prior to implementation, the HPHA will provide notice to all residents at least six months in advance of the sanction policy for non-compliance. The HPHA will also look to collaborate with partner organizations that can provide supportive services and provide families with employment opportunities.

	The primary goal of this activity is to improve self-sufficiency for assisted families. This activity will also raise much-needed rental revenue that can be used to complete long-deferred maintenance projects and fund other MTW programs.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☒ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☒ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. 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 activities:** Does the MTW activity apply to all public housing developments?	**For PH activities:** ☒ The MTW activity applies to all developments ☐ The MTW activity applies to specific developments
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☒ Yes ☐ No ☐ Already provided See **Attachment C: Hardship Policy**.
Does the MTW activity require an impact analysis?	☒ Yes ☐ No ☐ Already provided See **Attachment D: Impact Analysis**.
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 is pending implementation.

HPHA Activity 26-18: HCV Work Requirement (MTW Waiver 12.b.)	
Core Questions:	
Narrative. 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 require non-elderly, non-disabled persons aged 18 years or older to adhere to a work requirement policy. Each eligible individual in a household must obtain a minimum of 15 hours of work or schooling per week. The HPHA, at its discretion, may allow acceptable substitutes for employment to meet this requirement (e.g., job/career readiness activities, job/vocational training, apprenticeships, and internships). Exempted individuals are described in the activity's Hardship Policy. Prior to implementation, the HPHA will provide notice to all residents at least six months in advance of the sanction policy for non-compliance. The HPHA will also look to collaborate with partner organizations that can provide supportive services and provide families with employment opportunities. The primary goal of this activity is to improve self-sufficiency for assisted families. This activity will also raise much-needed rental revenue that can be used to complete long-deferred maintenance projects and fund other MTW programs.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☒ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☒ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. 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 HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ 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?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☒ Yes ☐ No ☐ Already provided See **Attachment C: Hardship Policy**.
Does the MTW activity require an impact analysis?	☒ Yes ☐ No ☐ Already provided See **Attachment D: Impact Analysis**.
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 is pending implementation.

D.	Safe Harbor Waivers.

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 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.

Will the MTW agency submit request for approval of a Safe Harbor Waiver this year?

☐ Yes
☒ No

E.	Agency-Specific Waivers.

Agency-Specific Waivers 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, or waive a statutory and/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), and respond to all of the mandatory core questions as applicable.

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.

Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year?

☐ Yes
☒ No

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 MTW agency have any approved Agency-Specific Waivers?

☐ Yes
☒ No

F. Public Housing Operating Subsidy Grant Reporting.

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	$34,131,336	$0	9/30/2031
2024	$32,611,485	$24,161,185	$8,450,300	9/30/2032

G.1 MTW Statutory Requirements.

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
Total Local, Non-Traditional Households	0

*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.

G.2	Establishing Reasonable Rent Policy.

Question	Input options and instructions
Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency?	☒ Yes ☐ No

G.3	Substantially the Same (STS) – Local, Non-Traditional.

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.	0 # 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.	0 # 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 **at or below 80% of AMI** 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	$
Totals	#	#	#	#	#	#	#		#	#		

* 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).

G.4	Comparable Mix (by Family Size) – Local, Non-Traditional.

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.

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.

Family Size:	Occupied Number of Local, Non-Traditional units by Household Size
1 Person	#
2 Person	#
3 Person	#
4 Person	#
5 Person	#
6+ Person	#
Totals	#

G.5	Housing Quality Standards.
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).	

H.	Public Comments.
Question	**Input options and instructions**
Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.	Upload Attachment Please see **Attachment A: RAB Comments**. Please see **Attachment B: Public Testimony**.
Please attach a narrative describing the MTW agency's analysis of the comments and any decisions made based on these comments.	Upload Attachment Please see **Attachment A: RAB Comments**. Please see **Attachment B: Public Testimony**.
If applicable, was an additional public hearing held for an Agency-Specific Waiver and/or Safe Harbor waiver?	☐ Yes ☐ No ☒ N/A
If yes, please attach the comments received along with the MTW agency's description of how comments were considered.	Upload Attachment

I.	Evaluations.
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.	
Question	**Input options and instructions**
Does the PHA have an agency-sponsored evaluation?	☐ Yes ☒ No
Table I.1 - Evaluations of MTW Policies	

Title and short description	Evaluator name and contact information	Time period	Reports available

J	MTW Certifications of Compliance.

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.

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 at24 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

____
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
1. Tenant Rent Policies					
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			
2. Payment Standards and Rent Reasonableness					
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
3. Reexaminations					
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		
4. Landlord Leasing Incentives					
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		
5. Housing Quality Standards (HQS)					
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		
6. Short-Term Assistance					
a. Short-Term Assistance (PH)	X	X	X		
b. Short-Term Assistance (HCV)	X	X	X		
7. Term-Limited Assistance					
Term-Limited Assistance (PH)	X	X	X	X	X
Term-Limited Assistance	X	X	X	X	X
8. Increase Elderly Age (PH & HCV)	X	X	X		
9. Project-Based Voucher Program Flexibilities					
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				
10. Family Self-Sufficiency Program with MTW Flexibility					
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		

Section/Question	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
e. Policies for Addressing Increases in Family Income (PH & HCV)	X	X	X		
11. MTW Self-Sufficiency Program					
a. Alternative Family Selection Procedures (PH & HCV)	X	X	X		
b. Policies for Addressing Increases in Family Income (PH & HCV)	X	X	X		
12. Work Requirement					
a. Work Requirement (PH)	X	X	X	X	X
b. Work Requirement (HCV)	X	X	X	X	X
13. Use of Public Housing as an Incentive for Economic Progress (PH)	X		X		
14. Moving on Policy					
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		
15. Acquisition without Prior HUD Approval (PH)	X	X			
16. Deconcentration of Poverty in Public Housing Policy (PH)	X				
17. Local, Non-Traditional Activities					
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.

RAB Comments

The HPHA presented the draft Amended MTW Supplement for FY 26 to the Resident Advisory Board for review and comments on July 15, 2025, and August 12, 2025.

1. **Proposed Plan Revision**: The HPHA is requesting an MTW waiver to increase the minimum rent for non-elderly, non-disabled families to $100.

A. RAB Comment

A RAB member asked if the minimum rent increase would affect families with children who are disabled.

HPHA Response

It would depend upon whether the head of household (including co-head) or spouse is elderly or disabled. If the head and/or spouse are elderly or disabled, then the MTW policy will not affect the family's rent calculation. The $100 minimum rent will be used in calculating the rent for all non-elderly, non-disabled families. Any family affected by this policy may seek relief by requesting a short-term or long-term hardship exemption.

B. RAB Comment

A RAB member asked how the HPHA will determine whether or not the head or spouse is disabled and therefore exempt from this policy.

HPHA Response

The HPHA determines that a person is disabled if they meet the definition of a "person with disabilities" set forth in 24 CFR §5.403. Generally, the HPHA accepts receipt of disability benefits from the Social Security Administration (SSA) as verification of a disability. If a family member claims to be disabled and does not receive SSA disability benefits, a knowledgeable professional must provide third-party verification that the family member is disabled. Please see chapter 7 of the Admission & Continued Occupancy Policy (ACOP) for more details.

2. **Proposed Plan Revision**: The HPHA is requesting an MTW waiver to eliminated utility reimbursements when a family's utility allowance exceeds the total tenant payment.

B. RAB Comments

A member of the RAB who resides at a mixed-population property asked how this policy change would affect his rent calculation.

HPHA Response

The policy being requested will not affect tenants who reside at the HPHA's mixed-population properties. (There are no tenant-paid utilities at these properties, so the HPHA does not provide a utility allowance.) This policy will only affect families with tenant-paid utilities residing at general occupancy properties.

3. Proposed Plan Revision: The HPHA is requesting an MTW waiver to create a 15-hour per week work requirement for all non-elderly, non-disabled tenants.

B. RAB Comments

The RAB was in unanimous support of the work requirement policy. A RAB member asked if this policy would replace the community service requirement. Another RAB member asked who would be excluded from meeting the work requirement.

HPHA Response

The HPHA is still evaluating how this policy will replace or be incorporated into the community service requirement set forth in 24 CFR Part 960 Subpart F. The proposed amendments to the Annual PHA Plan for FY 26 and MTW Supplement for FY 26 are only to request HUD approval to implement these policies. If the HPHA's MTW waiver request is approved, the agency will continue working with the RAB to iron out the specific policy details in the ACOP and Hawaii Administrative Rules.

The HPHA plans to exclude from the work requirement all persons who are already considered "exempt individuals" under the community service requirement. Additionally, the HPHA will exempt pregnant women and persons who are the primary caretaker of young children. Non-exempt persons may seek relief by requesting a short-term or long-term hardship exemption under the HPHA's MTW Hardship Policy.

Public Testimony

On June 5, 2025, 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 26 was made available at all HPHA AMP Offices and on the HPHA's website. A public hearing was held in-person and online on July 21, 2025.

1. Proposed Plan Revision: The HPHA is requesting an MTW waiver to eliminate utility reimbursements when a family's utility allowance exceeds the total tenant payment.

A. Public Testimony

The HPHA received written and oral testimony in opposition to the proposal. The testifier wrote and stated that he opposed eliminating utility allowances for any public housing tenants until they are able to retain legal representation, and HUD approves such a change.

HPHA Response

The HPHA is not requesting to eliminate utility allowances entirely. The MTW waiver being requested is to eliminate utility reimbursements paid to a family with a total tenant payment that is less than their utility allowance. As of May 1, 2025, there are only 292 families who receive a utility reimbursement. All other families who receive utility allowances will not be affected if this waiver is approved and the policy implemented.

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 Annual Public Housing Agency (PHA) Plan for Fiscal Year (FY) 2026 and the Amended Moving to Work (MTW) Supplement for Fiscal Year 2026.

Background: The HPHA developed the Annual PHA Plan for Fiscal Year 2026 as required by the Quality Housing and Work Responsibility Act of 1998. The PHA Plan describes how the HPHA will operate, manage, and administer all federally funded programs during the upcoming fiscal year. The HPHA submits the PHA Plan to the U.S. Department of Housing and Urban Development (HUD) for review and approval. The MTW Supplement, which is also submitted to HUD as an addendum to the PHA Plan, provides information on all ongoing and future MTW-related policies, waivers, and activities. All PHAs participating in the MTW Demonstration Program Expansion are required to submit an MTW Supplement.

The HPHA is proposing to amend the Annual PHA Plan for FY 2026 and the MTW Supplement for FY 2026, which were submitted to HUD on April 7, 2025, and are pending approval. The Amended MTW Supplement includes requests for six new MTW activity waivers for the public housing and the Section 8 program: Waivers 1.e. and 1.f. to implement a $100 maximum rent for non-disabled, non-elderly families; Waivers 1.m. and 1.n. to eliminate utility reimbursements when the utility allowance exceeds a family's total tenant payment calculation; and Waivers 12.a. and 12.b. to implement a 15-hour weekly work requirement for all non-elderly, non-disabled individuals receiving housing assistance. The Amended PHA Plan includes general updates on the HPHA and the University of Hawaii's broadband infrastructure upgrade project. The Amended PHA Plan also references the six new MTW waivers being requested as part of the Amended MTW Supplement.

Public Review: The drafts of the Amended PHA Plan and Amended MTW Supplement are available for public viewing at the HPHA School Street Administrative Campus and the following property 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: Kalanihuia 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/about-the-hpha/plans-reports.

Public Hearing: The public may participate in the public hearing remotely via Zoom using the following link: zoom.us/j/83046144301. When prompted, enter the Password: 0N7b5h. 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: 830 4614 4301** and the **Password: 628033.**

The public hearing will take place on:

Monday, July 21, 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. Written comments not presented at the public hearing should be received by the HPHA's Administrative Office by 4:30 p.m. on July 21, 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, July 14, 2025. If a response is received after July 14, 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

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EQUAL HOUSING OPPORTUNITY

(SA/HTH/WHT/TGI1495000 6/06/25)

NOTICE OF PUBLIC HEARING

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HAKIM OUANSAFI
Executive Director
Hawaii Public Housing Authority
Department of Human Services

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EQUAL HOUSING OPPORTUNITY

(MN: June 6, 2025)

Attendance Sheet

PUBLIC HEARING
Date: 7/21/25

5:00 p.m. Amended Annual PHA Plan for FY 26,
Amended MTW Supplement for FY 26

Location: Conference Rm, Bldg A

Name	Organization	Address	Telephone No.	Check here if testifying
FETU KOLIO	TENANT, COMMUNITY	[redacted]		YES, ✓
Nicolas Ayabe	HPHA - PEO			
Ben Park	HPHA - PEO			

TO: HAWAII PUBLIC HOUSING AUTHORITY
PROPERTY MANAGEMENT & MAINTENANCE SERVICES
BRANCH (PMMSB)
P.O. BOX 17907
HONOLULU, HI 96817

FROM: FETU T. KOLIO,
[redacted]

MONDAY, JULY 21, 2025
PUBLIC HEARING
BUILDING (A)

I TOTALLY OPPOSED, AND ON BEHALF OF ~~457~~ 292 PUBLIC HOUSING TENANTS. CONCERNING THE CHANGES TO THE UTILIY ALLOWANCES SHOULD NEVER CHANGE TILL ALL LEGAL RIGHTS OF 457 TENANTS ARE MET CONCERNING THE TENANTS LEGAL REPRESENTATIONS BY RESOURCES, ALSO CHANNEL THE CHANGES TO UTILITY ALLOWANCES FOR (HUD) SUPPORT AND APPROVEL.

AGAIN: TOTALLY OPPOSED ON BEHALF OF ~~457~~ 292 PUBLIC HOUSING TENANTS, INCLUDING MYSELF. "2025" RESTORE PUBLIC HOUSING TENANTS RIGHTS IN FEDERALLY ASSISTED PUBLIC HOUSING UTILITY ALLOWANCE UNDER ADMINISTRATIVE RULE § 17-2028-7.

WRITTEN COMMENTS & ALSO VERBAL IN-PERSON

Hawaii Public Housing Authority
General MTW Hardship Policy

The General MTW Hardship Policy establishes how the Hawaii Public Housing Authority (HPHA) will determine when a requirement or provision of an MTW activity constitutes a financial or other hardship for a family.

The HPHA has established additional hardship policies specific to the Minimum Rent (MTW Waivers 1.e. and 1.f.) and the Work Requirement (MTW Waivers 12.a. and 12.d.) activities. Where no activity-specific policy exists, the General MTW Hardship Policy shall apply.

Definition of Hardship

Situations in which a family might experience a financial or other hardship may include:

- A family has experienced a decrease in income because of the loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;
- A family has experienced an increase in expenses, because of changed circumstances, for medical costs, childcare, transportation, education, or similar items; or
- A family would be evicted because of the imposition of an MTW activity; or
- Such other situations and factors determined by the HPHA to be appropriate.

Requesting a Hardship Exemption

A family must submit its request for a hardship exemption to the HPHA in writing. The written request must describe:

- The MTW activity the family is requesting an exemption from;
- The nature and circumstance of the hardship;
- The expected duration of the hardship; and
- How the hardship has affected or will affect the family's ability to pay rent.

Determination of Hardship

Upon receipt of a written request for a hardship exemption, the HPHA shall suspend the MTW activity for a family, beginning the month after the request was made. The MTW activity shall remain suspended until the HPHA determines whether to grant a hardship exemption. A determination will be made within 30 calendar days. During the suspension of an MTW activity, a family shall not be required to participate in the MTW activity and, if applicable, support will be adjusted accordingly.

If the HPHA requests information from a family and it is not received within 10 calendar days, the HPHA may deny the hardship request and reimpose the MTW activity.

When evaluating a hardship request, the HPHA shall determine (a) if the claimed hardship exists, and (b) whether nexus can be established between the claimed hardship and the requirement or policy of the MTW activity a family is requesting relief from.

If the HPHA determines that no hardship exists, the HPHA will reinstate the MTW activity for a family and, if applicable, require the family to repay any rent amounts suspended within 30 calendar days after notice is given.

If the HPHA determines that a hardship does exist, a family will be exempted from the MTW activity until the hardship has been resolved or after a period of 90 calendar days, whichever comes first. The HPHA may extend the family's exemption beyond 90 calendar days if it determines that the hardship will persist. Until the MTW activity is reimposed, the family must continue to qualify for the hardship exemption and remain in compliance with all other program requirements.

Notifications

The HPHA will notify all participating families affected by an MTW activity of their right to request an exemption at intake and/or during the reexamination process. The HPHA's notifications shall also advise families of their rights under the applicable program grievance procedures.

Record Keeping

The HPHA will maintain records of all hardship requests received and the results of these requests for the duration of the agency's participation in the MTW Demonstration Program. Records shall be made available for public review and inspection at the Administrative Office located at 1002 N School St, Honolulu, HI 96817.

Grievance Procedure

In the event a hardship request is denied, a family may appeal the agency's decision and request an informal hearing pursuant to Chapters 17-2021 and 17-2031, Hawaii Administrative Rules.

Reasonable Accommodations

Reasonable accommodations shall be provided for persons with disabilities in accordance with HPHA's Reasonable Accommodation and Modification Policy (Administrative Memo No. 4).

Hawaii Public Housing Authority
MTW Hardship Policy – Minimum Rent
HPHA Activities 26-13 & 26-14 (MTW Waivers 1.e. & 1.f.)

Pursuant to 24 C.F.R. 5.630 and the MTW Operations Notice, the HPHA will grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies to families required to pay the minimum rent. If a family's Total Tenant Payment (TTP) is higher than the minimum rent, the family is not eligible for a hardship exemption. If the HPHA determines that a hardship exists, the family share of rent is the highest of the remaining components of the family's calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

- A family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

  HPHA Discretionary Policy

  The HPHA will consider a hardship to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

  For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved; or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- The family would be evicted because it is unable to pay the minimum rent.

  HPHA Discretionary Policy

  For a family to qualify under this provision, the cause of potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

- Family income has decreased because of changed family circumstances, including the loss of employment.

- A death has occurred in the family.

  HPHA Discretionary Policy

For a family to qualify under this provision, the family must describe how the death has created a financial hardship (e.g., due to funeral-related expenses or the loss of the family member's income).

Requesting a Hardship Exemption

A family must submit its request for a hardship exemption to the HPHA in writing. The written request must describe:

- The MTW activity the family is requesting an exemption from;
- The nature and circumstance of the hardship;
- The expected duration of the hardship; and
- How the hardship has affected or will affect the family's ability to pay rent.

Determination of Hardship

When a family requests a financial hardship exemption, the HPHA will suspend the minimum rent requirement beginning the first of the month following the family's request.

The HPHA will then determine whether the financial hardship exists, and if so, whether the hardship is temporary or long term.

HPHA Discretionary Policy

A temporary hardship is defined as a hardship expected to last 90 calendar days or less. A long-term hardship is defined as a hardship expected to last more than 90 calendar days.

When the minimum rent is suspended, the family's share of rent reverts to the highest of the remaining components of the calculated TTP (i.e., the greater of 30% of monthly adjusted income or 10% of monthly gross income).

If the HPHA determines that **no hardship** exists, the HPHA will reinstate the minimum rent and require the family to repay the amounts suspended. The family must repay the suspended amount within 30 calendar days of the HPHA's notice that a hardship has not been granted.

If the HPHA determines that a **temporary hardship** exists, the HPHA will suspend the minimum rent for a 90-day period beginning the first of the month following the date of the family's written request. At the end of the 90-day period, the family must resume payment of the minimum rent and must repay the HPHA the amounts suspended. The HPHA will offer a reasonable repayment agreement, on terms and conditions established by the HPHA. The HPHA may also determine that circumstances have changed, and a hardship is now long-term.

If the HPHA determines that a **long-term hardship** exists, the HPHA will exempt a family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the hardship was determined to be long-term, the family is not required to repay the minimum rent. A long-term hardship will be considered to have ended when any of the following circumstances apply:

- At an interim or regular reexamination, the family's calculated TTP is greater than the minimum rent.
- For a hardship based on a loss of income, the exemption will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a $50 per month child support payment, the hardship will continue to exist until the family receives at least $50 per month in income from another source or once again begins to receive the child support payments.
- For a hardship based upon hardship-related expenses, the exemption will continue until the cumulative amount exempted is equal to the expense incurred.

Hawaii Public Housing Authority
MTW Hardship Policy – Work Requirement
HPHA Activities 26-17 & 26-18 (MTW Waivers 12.a. & 12.b.)

All non-disabled, non-elderly adults receiving housing assistance must participate in work-related activities for a minimum of 15-hours a week. Work-related activities may include, but are not limited to:

- Employment on at least a part-time basis;
- Enrollment in an accredited secondary education, vocational, technical, or other degree-seeking certification program;
- Apprenticeships or internships;
- Employment counseling;
- Job Corps; and
- Community service or volunteer activities.

Community service or volunteer work may count toward the 15-hour weekly requirement provided the community service or volunteer work constitutes no more than eight (8) of the required hours.

At admission, the HPHA will give each family a written description of the work requirement policy. A non-exempt family member will have the work requirement waived for an Introductory Period of six (6) months following admission or until the family member finds employment, whichever is sooner.

If a non-exempt individual does not meet the work requirement following the Introductory Period, the individual will be given a Warning Period of 90 calendar days to enter compliance with the work requirement. The individual shall be warned on a monthly basis of their continued non-compliance. Upon expiration of the 90-day Warning Period, the HPHA will issue the family a Notice of Violation of their obligations under the rental agreement for the public housing program or the eligibility requirements under the voucher for the Section 8 voucher programs.

Work Requirement Exemptions

The work requirement shall not apply to:

- Persons over the age of 62;
- Persons prevented from working due to disability, illness, injury, or other physical or mental impairment of a nature which is expected to last 12 months or more;
- Persons required at home due to a verified medically determined condition of another household member that does not permit self-care, and care is not available from another person in the home;
- Pregnant women;
- Persons caring for a child under the age of six or a dependent adult in the home. This exemption cannot be claimed by more than one adult in the household or when there is another person in the home who is capable of providing care; and
- Persons exempted from the Community Service Requirement in accordance with Section 12(c)(2)(A), (B), (D), and (E) of the 1937 Act.

The HPHA may also suspend this activity during periods of economic downturn, natural disasters, and public health emergencies. If this activity is temporarily suspended the HPHA will provide all non-exempt individuals with 90-days' notice prior to resuming the work requirement.

Requesting a Work Requirement Exemption

A non-elderly, non-disabled individual may submit a request for a work requirement exemption to the HPHA in writing. The written request must describe:

- The nature and circumstance of why an exemption is needed;
- The expected duration of the cause for the exemption; and
- How the hardship has affected or will affect the family's ability to pay rent.

A family member granted an exemption for any reason that is not of a permanent nature must provide updated verification of their continued qualification at each reexamination and upon request by the HPHA within a deadline specified in a written notice.

Family members residing in public housing who are denied an exemption may grieve the HPHA's decision pursuant to the Grievance Procedures set forth in Chapter 17-2021, Hawaii Administrative Rules.

Impact Analysis
HPHA Activities 26-13 & 26-17 (MTW Waivers 1.e & 12.a.)
LIPH Minimum Rent and Work Requirement

The Hawaii Public Housing Authority is requesting MTW Waiver 1.e. to establish a minimum rent of $100 for the low-income public housing program. The HPHA is also requesting MTW Waiver 12.a. to establish a 15-hour weekly work requirement for non-elderly, non-disabled individuals.

1. Describe the impact on the agency's finances:

The HPHA anticipates the minimum rent activity will increase rental revenue for the public housing program. As of May 1, 2025, there are 384 non-elderly, non-disabled households which pay a monthly rent less than the proposed $100 minimum rent. Of these households, 195 pay zero rent <u>and</u> receive monthly utility reimbursements. In assisting all 384 of these non-elderly, non-disabled households, the agency loses roughly ($7,659) per month, or ($91,908) annually. As part of the Amended MTW Supplement for FY 26, the HPHA is also requesting MTW Waiver 1.m. to eliminate utility reimbursements when the utility allowance is greater than total tenant payment. Eliminating utility reimbursements in combination with the $100 minimum rent policy for all non-disabled, non-elderly families would generate a monthly revenue stream of $38,400, or $460,800 annually.

Rent collections will also be positively impacted by the 15-hour weekly work requirement. This activity, in combination with the biennial reexamination policy, will encourage able-bodied individuals to grow their household income and assets. The overwhelming majority of public housing households pay an income-based rent. Any growth in household income will grow the total rent collected. This increased revenue is desperately needed to address long outstanding maintenance backlogs and fund necessary repairs across all the HPHA's properties.

2. Describe the activity's impact on affordability of housing costs for affected households:

Raising the minimum rent in and of itself could impose a considerable financial burden on extremely low-income families in public housing. However, the HPHA will exclude elderly and/or disabled families from this activity. The HPHA understands elderly residents living on fixed incomes would find any increase in rent difficult to absorb. Individuals with disabilities who may already incur additional costs related to medical care and daily living would also face similar difficulties.

Roughly 32.55% (125 out of 384) of non-elderly, non-disabled families that are currently paying less than $100 in rent per month would be rent burdened under the proposed policy (i.e., family would pay more than 30% of gross monthly income towards rent). To mitigate any potential impact from the minimum rent activity on these households, the HPHA will provide hardship exemptions for reasons such as the loss of eligibility or awaiting an eligibility determination for an assistance program; a decrease in household income, including the loss of employment; a death in the immediate family; or other circumstances as determined by the HPHA. All exemptions shall be granted in accordance with the HPHA's MTW hardship policy.

The HPHA anticipates the 15-hour weekly work requirement will have a positive impact on housing affordability for non-elderly, non-disabled households. The average monthly rent payment among all 384 non-elderly, non-disabled households paying less than the proposed minimum rent amount is ($19.95). As of May 1, 2025, these households have an average annual gross income of $11,535. Beginning January 1, 2026, the State of Hawaii's minimum wage is set to increase to $16 per hour. Assuming a non-elderly, non-disabled individual worked only 15-hours a week earning a minimum wage, they would still earn enough to exceed the minimum rent amount:

Tax Type	Tax Rate	2024 Taxes*
Federal	0.00%	$0
FICA	7.65%	$955
State	1.40%	$97
Take-Home Pay		**$11,428**
Monthly Net Income		$952
Monthly Rent (30.00%)		$285
Net Income After Rent		**$666**

* Taxes owed for the 2024-2025 filing season.

3. Describe the impact on the agency's waitlist(s):

The HPHA anticipates these activities will have no impact on the agency's waiting lists. Both activities will only affect families already participating in the public housing program. During implementation, the HPHA will monitor the waiting lists and admission/denial rates to determine whether either activity is having unanticipated effects or impacts.

4. Describe the impact on the agency's termination rate of households:

Both activities may increase the program's termination rate, but the HPHA will attempt to mitigate this effect with its proposed hardship and exemption policies. Non-elderly, non-disabled households will be provided multiple opportunities to come into compliance with the 15-hour weekly work requirement before sanctions are imposed. The HPHA will also work with assisted households and make referrals to partnering service agencies to address any potential barriers to employment. Households will not be sanctioned for factors beyond their control – for example, lack of job opportunities during an economic downturn. The HPHA will look to implement a soft sanction approach in which a family will be given several warnings before issuing a notice of violation of the tenant obligations and/or rental agreement. Termination from the program will only be used as a sanction of last resort. The HPHA may also suspend both activities during periods of economic downturn, natural disasters, and public health emergencies.

5. Describe the impact on the agency's current occupancy level in public housing and utilization rate in the HCV program:

As of May 1, 2025, roughly 21.17% of all non-elderly, non-disabled households (384 out of 1,814) pay a monthly rent that is less than $100. The minimum rent activity could lead to higher vacancy rates if these households are unable to absorb the proposed rent increase. However, the HPHA will try to mitigate negative impacts through its hardship policy and by promoting greater family self-sufficiency through its work requirement and biennial reexamination policies.

Assisted households that remain noncompliant with the work requirement activity for long enough may risk losing their housing assistance. However, the HPHA will treat termination from the program as a last resort. Prior to implementation, the HPHA will look to partner with outside community organizations that will be able to offer non-compliant families with intensive supportive services designed to get them back into compliance. Households will generally be given ninety (90) days to come back into compliance by finding employment or enrolling in an education or training program. The HPHA may provide non-disabled, non-elderly individuals with temporary exemptions, on a case-by case basis, pursuant to the hardship policy.

6. Describe the impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice:

The HPHA believes the minimum rent and work requirement activities will allow the HPHA to improve the overall cost-effectiveness of the public housing program. Additional revenues generated from rent collection could provide a much-needed boost to the agency's financial resources. These revenues would be directed towards offsetting rising operating costs and addressing a significant backlog of capital improvement and maintenance projects.

One of the primary goals of the work requirement activity is to increase employment, assets, and earned income among work-able individuals receiving housing assistance. If successful, the HPHA expects the activity to help households achieve greater self-sufficiency and allow them to eventually move out of assisted housing.

7. Describe the impact on the agency's ability to meet the MTW statutory requirements:

a. Very-Low-Income Requirement

The minimum rent policy may negatively impact the HPHA's ability to meet the very-low-income requirement if more families are terminated from the program than originally anticipated. Very-low and extremely-low-income families may struggle to pay the increased minimum rent amount. If a family accrues a significant amount of back rent owed, the HPHA will work with them to establish a payment plan and refer them to other sources of financial assistance. The HPHA will only pursue termination from the program as a last resort.

The work requirement policy may have a negative impact on the HPHA's ability to meet the very-low-income requirement. By encouraging employment and promoting greater economic self-sufficiency, the average annual income of assisted families is expected to increase. The HPHA will continue its income targeting policy at admission to the program. Additionally, families that improve their self-sufficiency significantly enough to no longer need housing assistance will be subject to the public housing over-income policy.

b. Reasonable Rent Policy Requirement

The HPHA already complies with the Reasonable Rent Policy Requirement because of previously approved MTW activity waivers. The proposed minimum rent activity, which is being requested as part of this Amended MTW Supplement, is also considered a reasonable rent policy.

c. Substantially the Same Requirement

The HPHA does not expect either activity will affect its ability to meet the Substantially the Same Requirement. Even if vacancy rates are affected because of implementation, the HPHA will adhere to its Income Targeting policy and admit low-income families as needed.

d. Comparable Mix Requirement

The HPHA does not anticipate either activity will have any effect on its ability to meet the comparable mix requirement. The minimum rent policy will not be applied to elderly and/or disabled households which are generally smaller in composition. Furthermore, a significant majority (78.83%, or 1,430 out of 1,814) of non-elderly, non-disabled households, which are generally larger in composition, already pay more than the proposed monthly minimum rent of $100 and would not be affected.

e. Housing Quality Standards (HQS) Requirement

The HPHA expects both activities to have a positive impact on its ability to meet the HQS statutory requirement. HUD verifies this requirement for the public housing program through its review of the public housing physical inspection scores. Increased revenues generated from both activities will be used to address outstanding capital improvement and modernization projects across the HPHA's inventory.

8. Describe the impact on the rate of hardship requests and the number granted and denied as a result of this activity:

Both activities are pending implementation during FY 2026. The HPHA does not have a baseline average for the number of hardship requests received per year because the public housing program currently has a minimum rent of $0. The HPHA will report on the number of hardship requests received, granted, and denied for each activity in subsequent MTW Supplement submissions.

9. Across the other factors above, describe the impact on protected classes (and any associated disparate impact):

Neither activity is expected to have a disparate impact on protected classes. The HPHA will implement both activities within the HUD-established Safe Harbors, and they will only apply to work-able individuals. The minimum rent for disabled and/or elderly families will remain at $0. Additional exceptions to the work requirement policy will also be provided to those already pursuing greater self-sufficiency (e.g., full-time students; persons undergoing vocational rehabilitation) and other vulnerable populations (e.g., pregnant women; a primary caretaker of a child under the age of six).

During the implementation of these activities, the HPHA will continuously monitor the rate of requests received for reasonable accommodations and hardship exemptions. Any significant increase in the number or rate of requests received will be presented in future MTW Supplements and may result in the suspension of either activity.

AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
30	000074813	10,653.00	11.26%	No	41.00	171.00	1	2	No	Yes
30	000038863	11,844.00	10.13%	No	24.00	262.00	1	2	Yes	No
30	000050749	3,492.00	34.36%	Yes	-94.00	171.00	1	2	No	Yes
30	000027228	7,028.00	17.07%	No	-5.00	171.00	1	2	No	Yes
30	000073181	8,784.00	13.66%	No	36.00	174.00	1	2	Yes	Yes
30	000050686	8,545.00	14.04%	No	43.00	171.00	1	2	No	No
30	000086286	5,211.00	23.03%	No	2.00	128.00	1	1	No	No
30	000074413	4,512.00	26.60%	No	-25.00	128.00	1	1	No	Yes
30	000129826	1,536.00	78.13%	Yes	-78.00	128.00	1	1	No	No
30	000031116	3,566.00	33.65%	Yes	-49.00	128.00	1	1	Yes	Yes
30	000039490	11,808.00	10.16%	No	66.00	219.00	1	1	Yes	Yes
30	000139426	4,392.00	27.32%	No	-28.00	128.00	1	1	Yes	No
30	000115869	4,872.00	24.63%	No	-16.00	128.00	1	1	Yes	No
30	000091436	2,954.00	40.62%	Yes	-54.00	128.00	1	1	No	No
30	000143934	4,872.00	24.63%	No	-16.00	128.00	1	1	Yes	No
30	000073593	12,509.00	9.59%	No	-44.00	357.00	1	4	No	No
30	000088697	3,600.00	33.33%	Yes	-38.00	128.00	1	1	No	No
30	000085205	11,556.00	10.38%	No	96.00	171.00	2	2	No	Yes
30	000126262	11,316.00	10.60%	No	52.00	221.00	2	3	Yes	Yes
30	000061022	11,604.00	10.34%	No	47.00	221.00	2	3	Yes	No
30	000049455	13,784.00	8.71%	No	33.00	312.00	2	3	No	No
30	000020323	7,284.00	16.47%	No	-1.00	171.00	2	2	No	No
30	000144012	5,067.00	23.68%	No	-1.00	128.00	2	1	No	No
30	000014226	8,770.00	13.68%	No	0.00	219.00	2	1	No	No
30	000134003	12,552.00	9.56%	No	93.00	221.00	3	3	No	No
30	000048950	12,684.00	9.46%	No	29.00	266.00	3	4	Yes	Yes
30	000052170	16,840.00	7.13%	No	87.00	312.00	3	3	No	Yes
30	000089417	9,156.00	13.11%	No	34.00	171.00	3	2	No	No
30	000052179	7,284.00	16.47%	No	1.00	171.00	3	2	No	Yes
30	000143620	9,860.00	12.17%	No	52.00	171.00	3	2	No	No
30	000084690	13,320.00	9.01%	No	88.00	221.00	3	3	No	No
30	000016080	11,844.00	10.13%	No	41.00	221.00	3	3	Yes	No
30	000071772	11,320.00	10.60%	No	62.00	221.00	3	3	No	No
30	000028372	11,237.00	10.68%	No	76.00	171.00	4	2	Yes	No
30	000051197	12,370.00	9.70%	No	64.00	221.00	4	3	No	No
30	000075014	13,668.00	8.78%	No	87.00	221.00	4	3	No	No
30	000143774	6,131.00	19.57%	No	-42.00	171.00	4	2	No	No
30	000050900	14,223.00	8.44%	No	20.00	312.00	5	3	No	No
30	000132859	9,085.00	13.21%	No	-30.00	221.00	5	3	No	No
30	000050873	11,696.00	10.26%	No	98.00	171.00	5	2	No	No
30	000088707	4,651.00	25.80%	No	-91.00	171.00	5	2	No	No
30	000088315	11,640.00	10.31%	No	22.00	221.00	6	3	No	No
30	000012532	16,246.00	7.39%	No	92.00	266.00	6	4	No	No
30	000088293	14,635.00	8.20%	No	97.00	221.00	7	3	No	No
30	000060983	14,730.00	8.15%	No	54.00	266.00	7	4	No	No
30	000067343	19,030.00	6.31%	No	39.00	403.00	4	2	Yes	No
30	000091481	8,467.00	14.17%	No	7.00	157.00	6	3	No	No
30	000048519	6,312.00	19.01%	No	55.00	103.00	1	2	No	No
30	000029250	7,832.00	15.32%	No	83.00	103.00	2	2	No	Yes
30	000082716	9,504.00	12.63%	No	71.00	119.00	5	3	No	No
30	000015721	4,597.00	26.10%	No	9.00	106.00	1	2	No	No

LIPH Demographic Report as of May 1, 2025
Families Paying Less Than $100 Monthly Rent

AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
30	000050151	6,602.00	18.18%	No	59.00	106.00	1	2	No	No
30	000007116	7,596.00	15.80%	No	-3.00	183.00	1	2	No	Yes
30	000084104	3,848.00	31.19%	Yes	-97.00	183.00	1	2	No	Yes
30	000012787	11,316.00	10.60%	No	90.00	183.00	1	2	Yes	No
30	000130955	3,920.00	30.61%	Yes	-97.00	183.00	2	2	No	No
30	000086182	12,072.00	9.94%	No	97.00	183.00	3	2	No	Yes
30	000049237	11,881.00	10.10%	No	78.00	183.00	4	2	No	No
31	000010791	97,890.00	1.23%	No	0.00	0.00	0	2	No	No
31	000145589	284,726.00	0.42%	No	0.00	0.00	0	5	No	No
31	000050889	3,309.00	36.26%	Yes	-47.00	120.00	1	1	Yes	No
31	000071839	4,956.00	24.21%	No	-6.00	120.00	1	1	Yes	Yes
31	000116123	9,122.00	13.16%	No	82.00	136.00	1	2	Yes	Yes
31	000140980	8,420.00	14.25%	No	-11.00	211.00	1	1	Yes	No
31	000028375	4,656.00	25.77%	No	-29.00	136.00	1	2	No	Yes
31	000070850	2,080.00	57.69%	Yes	-68.00	120.00	1	1	No	No
31	000074704	2,784.00	43.10%	Yes	-60.00	120.00	1	1	No	Yes
31	000062855	7,164.00	16.75%	No	59.00	120.00	1	1	No	No
31	000033290	520.00	230.77%	Yes	-70.00	120.00	1	1	No	No
31	000144366	260.00	461.54%	Yes	-80.00	130.00	1	1	No	No
31	000035539	4,872.00	24.63%	No	-8.00	130.00	1	1	No	No
31	000059211	4,872.00	24.63%	No	-8.00	130.00	1	1	No	No
31	000144020	4,872.00	24.63%	No	-18.00	130.00	1	1	Yes	No
31	000067411	1,800.00	66.67%	Yes	-80.00	130.00	1	1	Yes	No
31	000114929	6,898.00	17.40%	No	27.00	136.00	2	2	No	Yes
31	000052366	3,432.00	34.97%	Yes	-44.00	120.00	2	1	No	Yes
31	000051994	0.00	N/A	Yes	-86.00	136.00	2	2	No	No
31	000025115	11,316.00	10.60%	No	6.00	267.00	2	4	Yes	No
31	000063909	9,312.00	12.89%	No	28.00	195.00	2	4	No	Yes
31	000126529	8,530.00	14.07%	No	65.00	136.00	2	2	No	No
31	000048724	7,400.00	16.22%	No	-1.00	174.00	2	2	No	No
31	000047123	7,284.00	16.47%	No	-14.00	174.00	2	2	Yes	No
31	000048730	3,229.00	37.16%	Yes	-164.00	223.00	2	3	Yes	Yes
31	000007774	10,968.00	10.94%	No	90.00	174.00	2	2	Yes	No
31	000058924	6,310.00	19.02%	No	-77.00	223.00	2	3	No	No
31	000139288	10,583.00	11.34%	No	79.00	174.00	2	2	No	No
31	000033570	4,760.00	25.21%	No	-67.00	174.00	2	2	No	No
31	000104545	4,656.00	25.77%	No	-79.00	174.00	2	2	No	Yes
31	000013328	7,284.00	16.47%	No	-4.00	174.00	2	2	No	No
31	000047573	1,300.00	92.31%	Yes	-173.00	223.00	2	3	No	No
31	000132097	8,600.00	13.95%	No	36.00	167.00	2	3	No	No
31	000014737	15,585.00	7.70%	No	80.00	286.00	3	4	No	No
31	000148240	10,052.00	11.94%	No	72.00	167.00	3	3	No	No
31	000061981	9,156.00	13.11%	No	40.00	167.00	3	3	Yes	No
31	000034537	2,320.00	51.72%	Yes	-78.00	136.00	3	2	No	No
31	000090880	8,148.00	14.73%	No	6.00	174.00	3	2	No	No
31	000148602	3,224.00	37.22%	Yes	-210.00	267.00	3	4	No	No
31	000073034	6,012.00	19.96%	No	-91.00	195.00	4	4	No	Yes
31	000134254	5,340.00	22.47%	No	-69.00	167.00	4	3	No	No
31	000130132	0.00	N/A	Yes	-86.00	136.00	4	2	No	No
31	000132432	8,428.00	14.24%	No	8.00	167.00	4	3	No	No
31	000052210	7,584.00	15.82%	No	-27.00	195.00	4	4	No	Yes

AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
31	000066050	12,320.00	9.74%	No	75.00	209.00	4	5	No	No
31	000125195	0.00	N/A	Yes	-124.00	174.00	4	2	No	No
31	000043327	6,384.00	18.80%	No	-87.00	223.00	4	3	No	No
31	000017597	2,376.00	50.51%	Yes	-217.00	267.00	4	4	No	No
31	000145914	6,600.00	18.18%	No	-94.00	223.00	4	3	No	No
31	000132207	4,360.00	27.52%	No	-138.00	223.00	4	3	No	No
31	000081007	11,856.00	10.12%	No	81.00	167.00	5	3	No	No
31	000092649	13,356.00	8.98%	No	75.00	223.00	5	3	No	No
31	000060966	4,200.00	28.57%	No	-138.00	195.00	5	4	No	No
31	000116776	10,176.00	11.79%	No	-58.00	267.00	5	4	No	Yes
31	000027921	4,320.00	27.78%	No	-193.00	267.00	5	4	No	Yes
31	000073491	2,400.00	50.00%	Yes	-217.00	267.00	5	4	No	No
31	000066216	4,884.00	24.57%	No	-149.00	223.00	6	3	No	No
31	000134230	11,000.00	10.91%	No	72.00	167.00	6	3	No	No
31	000131377	3,600.00	33.33%	Yes	-117.00	167.00	6	3	No	No
31	000045935	0.00	N/A	Yes	-217.00	267.00	6	4	No	No
31	000087048	9,881.00	12.14%	No	32.00	167.00	6	3	No	No
31	000035932	3,600.00	33.33%	Yes	-217.00	267.00	6	4	No	No
31	000064107	6,311.00	19.01%	No	-101.00	223.00	6	3	No	No
31	000064501	11,796.00	10.17%	No	68.00	167.00	6	3	No	No
31	000084464	111.00	1081.08%	Yes	-145.00	195.00	7	4	No	No
31	000008983	11,556.00	10.38%	No	12.00	195.00	7	4	Yes	Yes
31	000092807	0.00	N/A	Yes	-117.00	167.00	7	3	No	No
31	000134090	8,970.00	13.38%	No	-139.00	303.00	7	5	No	No
31	000117691	1,068.00	112.36%	Yes	-173.00	223.00	7	3	No	No
31	000043430	7,008.00	17.12%	No	-117.00	210.00	8	5	No	No
31	000091456	9,306.00	12.89%	No	-50.00	223.00	8	3	No	No
31	000069758	2,265.00	52.98%	Yes	-217.00	267.00	8	4	No	No
31	000132858	11,442.00	10.49%	No	-101.00	303.00	8	5	No	No
31	000007407	18,072.00	6.64%	No	76.00	304.00	9	5	No	No
31	000052461	14,924.00	8.04%	No	80.00	209.00	10	5	No	No
31	000044235	17,592.00	6.82%	No	88.00	304.00	10	5	No	No
31	000133441	10,825.00	11.09%	No	-92.00	267.00	10	4	No	No
32	000026425	3,576.00	33.56%	Yes	4.00	76.00	1	2	No	Yes
32	000073807	4,656.00	25.77%	No	30.00	77.00	1	2	Yes	Yes
32	000134036	6,984.00	17.18%	No	88.00	77.00	1	2	No	Yes
32	000073538	3,660.00	32.79%	Yes	-86.00	168.00	1	2	No	Yes
32	000146389	7,056.00	17.01%	No	91.00	76.00	1	2	No	Yes
32	000072018	3,972.00	30.21%	Yes	21.00	68.00	1	1	No	Yes
32	000075016	5,628.00	21.32%	No	82.00	59.00	1	2	No	No
32	000005198	3,600.00	33.33%	Yes	22.00	68.00	1	1	No	No
32	000071836	6,808.00	17.63%	No	84.00	76.00	1	2	No	Yes
32	000025870	6,276.00	19.12%	No	98.00	59.00	1	2	No	No
32	000116094	4,548.00	26.39%	No	18.00	86.00	1	3	No	Yes
32	000007618	4,656.00	25.77%	No	31.00	76.00	1	2	No	Yes
32	000005547	2,400.00	50.00%	Yes	-16.00	66.00	2	3	No	Yes
32	000066978	7,639.00	15.71%	No	95.00	86.00	2	3	Yes	Yes
32	000010808	3,600.00	33.33%	Yes	19.00	59.00	2	2	No	No
32	000148278	5,660.00	21.20%	No	42.00	77.00	2	2	Yes	Yes
32	000038614	5,400.00	22.22%	No	50.00	85.00	2	3	No	No
32	000124611	4,704.00	25.51%	No	29.00	77.00	2	2	No	No

AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
32	000071431	5,820.00	20.62%	No	57.00	77.00	2	2	No	No
32	000124259	3,084.00	38.91%	Yes	-32.00	85.00	3	3	No	No
32	000049217	5,660.00	21.20%	No	53.00	77.00	3	2	No	No
32	000022746	7,320.00	16.39%	No	73.00	86.00	3	3	No	No
32	000042377	960.00	125.00%	Yes	-36.00	86.00	3	3	No	Yes
32	000050192	5,889.00	20.38%	No	58.00	77.00	4	2	No	No
32	000066859	8,760.00	13.70%	No	51.00	134.00	4	3	No	Yes
32	000051322	3,768.00	31.85%	Yes	-16.00	86.00	5	3	No	No
32	000080019	5,400.00	22.22%	No	-88.00	177.00	5	3	No	Yes
32	000082728	6,916.00	17.35%	No	51.00	86.00	5	3	No	No
32	000069511	9,717.00	12.35%	No	27.00	168.00	5	2	No	No
32	000024985	4,563.00	26.30%	No	4.00	86.00	6	3	No	No
32	000081113	6,134.00	19.56%	No	7.00	86.00	6	3	No	No
32	000019334	6,096.00	19.69%	No	18.00	86.00	7	3	No	No
33	000148286	8,712.00	13.77%	No	30.00	188.00	1	2	No	No
33	000051249	11,316.00	10.60%	No	-6.00	279.00	1	2	Yes	No
33	000049933	9,846.00	12.19%	No	58.00	188.00	1	2	No	No
33	000067380	6,493.00	18.48%	No	-36.00	188.00	1	2	No	Yes
33	000048754	7,820.00	15.35%	No	-3.00	188.00	1	2	Yes	Yes
33	000116023	4,601.00	26.08%	No	-73.00	188.00	1	2	No	No
33	000148268	11,316.00	10.60%	No	85.00	188.00	1	2	Yes	No
33	000042629	13,440.00	8.93%	No	47.00	279.00	1	2	No	Yes
33	000017672	8,200.00	14.63%	No	7.00	188.00	1	2	Yes	No
33	000067007	9,156.00	13.11%	No	-60.00	279.00	1	2	Yes	No
33	000108359	11,724.00	10.24%	No	4.00	279.00	1	2	No	Yes
33	000006616	3,995.00	30.04%	Yes	-98.00	188.00	1	2	No	Yes
33	000022606	11,844.00	10.13%	No	98.00	188.00	1	2	Yes	Yes
33	000106075	6,310.00	19.02%	No	-30.00	188.00	1	2	No	No
33	000091290	4,872.00	24.63%	No	-66.00	188.00	1	2	No	No
33	000050133	4,656.00	25.77%	No	-81.00	188.00	1	2	No	Yes
33	000073613	11,604.00	10.34%	No	92.00	188.00	1	2	Yes	Yes
33	000012300	10,480.00	11.45%	No	64.00	188.00	1	2	Yes	No
33	000050622	7,872.00	15.24%	No	9.00	188.00	2	2	No	No
33	000145544	10,552.00	11.37%	No	64.00	188.00	2	2	No	No
33	000061750	10,004.00	12.00%	No	62.00	188.00	2	2	No	No
33	000112897	10,120.00	11.86%	No	53.00	188.00	2	2	No	No
33	000117626	12,290.00	9.76%	No	67.00	230.00	2	3	Yes	Yes
33	000066935	7,272.00	16.50%	No	-107.00	279.00	2	2	No	Yes
33	000133956	8,136.00	14.75%	No	3.00	188.00	2	2	No	No
33	000050875	11,610.00	10.34%	No	48.00	230.00	2	3	No	No
33	000145468	7,920.00	15.15%	No	-2.00	188.00	2	2	No	No
33	000116024	6,508.00	18.44%	No	-37.00	188.00	2	2	No	No
33	000132499	12,300.00	9.76%	No	96.00	188.00	3	2	No	No
33	000045225	960.00	125.00%	Yes	-316.00	366.00	3	2	No	No
33	000048763	12,948.00	9.27%	No	23.00	279.00	3	2	Yes	No
33	000126306	11,810.00	10.16%	No	83.00	188.00	3	2	No	No
33	000029449	9,923.00	12.09%	No	-53.00	279.00	3	2	No	Yes
33	000080310	11,380.00	10.54%	No	72.00	188.00	3	2	No	No
33	000071329	12,276.00	9.78%	No	-48.00	321.00	3	3	Yes	Yes
33	000081487	10,917.00	10.99%	No	61.00	188.00	4	2	No	No
33	000067344	14,136.00	8.49%	No	50.00	279.00	4	2	No	No

AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
33	000084282	8,952.00	13.40%	No	-40.00	230.00	4	3	No	No
33	000146719	10,708.00	11.21%	No	2.00	230.00	4	3	No	No
33	000075025	12,776.00	9.39%	No	79.00	230.00	4	3	No	Yes
33	000062023	14,912.00	8.05%	No	83.00	230.00	7	3	No	No
33	000044083	95,669.00	1.25%	No	0.00	186.00	0	2	No	No
33	000045140	117,133.00	1.02%	No	0.00	186.00	0	2	No	Yes
33	000074715	207,291.00	0.58%	No	0.00	186.00	0	2	No	No
33	000117498	9,954.00	12.06%	No	98.00	151.00	1	1	No	No
33	000067235	9,600.00	12.50%	No	54.00	186.00	1	2	No	No
33	000042317	11,844.00	10.13%	No	44.00	242.00	1	1	Yes	Yes
33	000066573	11,316.00	10.60%	No	87.00	186.00	1	2	Yes	Yes
33	000004792	4,500.00	26.67%	No	-83.00	186.00	1	2	No	Yes
33	000067197	9,224.00	13.01%	No	70.00	151.00	1	1	No	Yes
33	000066899	8,904.00	13.48%	No	27.00	186.00	1	2	No	Yes
33	000081689	11,556.00	10.38%	No	93.00	186.00	1	2	Yes	Yes
33	000013277	4,872.00	24.63%	No	-39.00	151.00	1	1	Yes	No
33	000028331	6,876.00	17.45%	No	11.00	151.00	1	1	Yes	Yes
33	000046888	2,080.00	57.69%	Yes	-101.00	151.00	1	1	Yes	No
33	000067206	11,316.00	10.60%	No	87.00	186.00	1	2	Yes	Yes
33	000065112	10,416.00	11.52%	No	100.00	151.00	1	1	Yes	Yes
33	000042311	8,424.00	14.25%	No	50.00	151.00	1	1	No	Yes
33	000026697	11,316.00	10.60%	No	-4.00	277.00	1	2	Yes	Yes
33	000066966	11,556.00	10.38%	No	93.00	186.00	1	2	Yes	Yes
33	000012635	4,872.00	24.63%	No	-39.00	151.00	1	1	Yes	No
33	000088883	11,556.00	10.38%	No	93.00	186.00	1	2	Yes	Yes
33	000066904	1,710.00	70.18%	Yes	-136.00	186.00	1	2	No	No
33	000067207	5,556.00	21.60%	No	-57.00	186.00	1	2	No	Yes
33	000074530	11,556.00	10.38%	No	37.00	242.00	1	1	Yes	Yes
33	000134266	12,816.00	9.36%	No	69.00	242.00	1	1	Yes	Yes
33	000142850	4,656.00	25.77%	No	-44.00	151.00	1	1	No	Yes
33	000066959	11,844.00	10.13%	No	100.00	186.00	1	2	Yes	Yes
33	000072428	10,748.00	11.16%	No	73.00	186.00	1	2	Yes	Yes
33	000032828	4,872.00	24.63%	No	-39.00	151.00	1	1	Yes	No
33	000146049	9,144.00	13.12%	No	33.00	186.00	1	2	Yes	Yes
33	000002922	4,782.00	25.09%	No	-76.00	186.00	1	2	Yes	Yes
33	000148314	7,894.00	15.20%	No	11.00	186.00	1	2	No	No
33	000066940	17,232.00	6.96%	No	46.00	375.00	1	2	Yes	Yes
33	000067345	2,412.00	49.75%	Yes	-91.00	151.00	1	1	No	No
33	000004850	5,736.00	20.92%	No	-108.00	242.00	1	1	Yes	No
33	000145542	8,400.00	14.29%	No	59.00	151.00	1	1	No	No
33	000040706	13,284.00	9.03%	No	94.00	186.00	1	2	No	Yes
33	000145369	8,500.00	14.12%	No	61.00	151.00	1	1	No	No
33	000041404	11,964.00	10.03%	No	47.00	242.00	1	1	Yes	Yes
33	000066954	16,049.00	7.48%	No	72.00	242.00	1	1	Yes	Yes
33	000089951	5,216.00	23.01%	No	-67.00	186.00	2	2	No	No
33	000046416	11,316.00	10.60%	No	-16.00	277.00	2	2	Yes	Yes
33	000072501	15,492.00	7.75%	No	100.00	277.00	2	2	Yes	Yes
33	000082871	7,980.00	15.04%	No	4.00	186.00	2	2	No	Yes
33	000084871	6,876.00	17.45%	No	-24.00	186.00	2	2	No	Yes
33	000044012	6,932.00	17.31%	No	-23.00	186.00	2	2	Yes	No
33	000039797	13,459.00	8.92%	No	37.00	277.00	2	2	Yes	No

AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
33	000067195	17,220.00	6.97%	No	55.00	366.00	2	2	Yes	Yes
33	000072907	480.00	250.00%	Yes	-136.00	186.00	2	2	No	No
33	000087077	9,368.00	12.81%	No	36.00	186.00	2	2	No	No
33	000141076	6,388.00	18.79%	No	-38.00	186.00	2	2	No	No
33	000072690	12,036.00	9.97%	No	2.00	277.00	2	2	Yes	Yes
33	000040613	480.00	250.00%	Yes	-136.00	186.00	2	2	No	No
33	000055184	9,261.00	12.96%	No	46.00	186.00	2	2	No	No
33	000008582	11,604.00	10.34%	No	94.00	186.00	2	2	Yes	No
33	000086852	5,232.00	22.94%	No	-30.00	151.00	2	1	No	Yes
33	000091479	11,316.00	10.60%	No	87.00	186.00	2	2	No	Yes
33	000069520	11,120.00	10.79%	No	23.00	231.00	3	3	No	No
33	000085687	12,562.00	9.55%	No	13.00	277.00	3	2	No	No
33	000038052	12,363.00	9.71%	No	20.00	277.00	3	2	No	No
33	000072316	14,498.00	8.28%	No	73.00	277.00	3	2	No	No
33	000126330	6,472.00	18.54%	No	-48.00	186.00	3	2	No	No
33	000089419	6,000.00	20.00%	No	-72.00	186.00	4	2	No	No
33	000032868	12,766.00	9.40%	No	76.00	231.00	4	3	No	No
33	000015428	7,284.00	16.47%	No	-74.00	186.00	7	2	Yes	No
34	000003942	0.00	N/A	Yes	0.00	0.00	0	1	No	Yes
34	000064279	80.00	1500.00%	Yes	50.00	0.00	1	1	Yes	No
34	000052618	2,304.00	52.08%	Yes	50.00	0.00	1	1	No	Yes
34	000148747	3,792.00	31.65%	Yes	85.00	0.00	1	1	No	Yes
34	000091698	4,339.00	27.66%	No	98.00	0.00	1	0	No	Yes
34	000140450	72.00	1666.67%	Yes	50.00	0.00	1	0	Yes	No
34	000051909	3,477.00	34.51%	Yes	77.00	0.00	1	0	No	Yes
34	000128817	0.00	N/A	Yes	50.00	0.00	1	0	Yes	No
34	000089421	4,308.00	27.86%	No	98.00	0.00	1	0	No	Yes
34	000011730	95,679.00	1.25%	No	0.00	106.00	0	2	No	No
34	000064993	4,872.00	24.63%	No	10.00	102.00	1	1	Yes	No
34	000142931	4,872.00	24.63%	No	10.00	102.00	1	1	Yes	Yes
34	000062553	4,872.00	24.63%	No	10.00	102.00	1	1	Yes	No
34	000038684	2,244.00	53.48%	Yes	-46.00	102.00	1	1	No	No
34	000139280	0.00	N/A	Yes	-52.00	102.00	1	1	No	No
34	000044279	3,340.00	35.93%	Yes	-28.00	102.00	1	1	Yes	Yes
34	000051651	4,656.00	25.77%	No	5.00	102.00	1	1	No	Yes
34	000071314	11,316.00	10.60%	No	80.00	193.00	1	1	Yes	Yes
34	000132878	4,200.00	28.57%	No	3.00	102.00	1	1	No	No
34	000030568	11,316.00	10.60%	No	80.00	193.00	1	1	Yes	No
34	000035086	11,556.00	10.38%	No	86.00	193.00	1	1	Yes	No
34	000133219	4,200.00	28.57%	No	-7.00	102.00	1	1	No	Yes
34	000070952	65.00	1846.15%	Yes	-52.00	102.00	1	1	No	No
34	000091484	3,398.00	35.31%	Yes	-27.00	102.00	1	1	Yes	Yes
34	000108659	5,480.00	21.90%	No	31.00	106.00	1	2	No	No
34	000067362	4,212.00	28.49%	No	-1.00	106.00	1	2	No	No
34	000033699	9,376.00	12.80%	No	27.00	197.00	1	2	Yes	No
34	000049624	13,356.00	8.98%	No	-8.00	332.00	1	3	Yes	Yes
34	000029704	6,222.00	19.29%	No	44.00	100.00	2	1	No	No
34	000090763	11,316.00	10.60%	No	80.00	193.00	2	1	No	Yes
34	000037438	4,536.00	26.46%	No	-17.00	106.00	3	2	No	No
35	000075080	2,760.00	43.48%	Yes	59.00	0.00	1	1	No	Yes
35	000011221	1,644.00	72.99%	Yes	50.00	0.00	1	1	Yes	Yes

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35	000092661	2,277.00	52.70%	Yes	50.00	0.00	3	2	No	No
35	000060903	3,180.00	37.74%	Yes	58.00	0.00	4	2	No	No
35	000139890	1,380.00	86.96%	Yes	50.00	0.00	1	0	Yes	No
35	000148517	4,398.00	27.29%	No	100.00	0.00	1	1	Yes	Yes
35	000029571	1,800.00	66.67%	Yes	50.00	0.00	1	0	No	No
35	000087352	1,416.00	84.75%	Yes	50.00	0.00	1	0	Yes	No
35	000128270	600.00	200.00%	Yes	50.00	0.00	1	0	Yes	No
35	000043749	2,400.00	50.00%	Yes	50.00	0.00	1	1	No	Yes
35	000139608	2,400.00	50.00%	Yes	50.00	0.00	1	1	Yes	Yes
35	000052442	3,600.00	33.33%	Yes	80.00	0.00	2	1	No	Yes
35	000144449	0.00	N/A	Yes	50.00	0.00	1	0	No	Yes
35	000144577	2,400.00	50.00%	Yes	50.00	0.00	1	0	No	Yes
35	000085137	1,205.00	99.59%	Yes	50.00	0.00	1	0	No	Yes
35	000144463	125.00	960.00%	Yes	50.00	0.00	1	0	Yes	No
35	000144421	0.00	N/A	Yes	50.00	0.00	1	0	No	Yes
35	000046756	1,200.00	100.00%	Yes	50.00	0.00	1	0	No	Yes
35	000144437	3,888.00	30.86%	Yes	87.00	0.00	1	0	No	Yes
35	000092008	3,792.00	31.65%	Yes	85.00	0.00	1	0	No	Yes
35	000018203	4,392.00	27.32%	No	100.00	0.00	1	0	Yes	No
35	000148778	2,992.00	40.11%	Yes	65.00	0.00	1	1	No	Yes
35	000066155	3,016.00	39.79%	Yes	65.00	0.00	1	0	Yes	Yes
35	000044209	5,400.00	22.22%	No	40.00	83.00	2	3	No	No
35	000148437	5,068.00	23.68%	No	31.00	84.00	2	3	No	No
35	000087083	4,992.00	24.04%	No	5.00	84.00	4	3	No	No
37	000145330	4,680.00	25.64%	No	-61.00	166.00	2	2	No	No
37	000115266	9,312.00	12.89%	No	22.00	201.00	2	3	Yes	Yes
37	000068827	4,872.00	24.63%	No	-44.00	166.00	2	2	No	No
37	000108509	480.00	250.00%	Yes	-151.00	201.00	4	3	No	No
37	000064158	960.00	125.00%	Yes	-151.00	201.00	6	3	No	No
37	000025853	156,249.00	0.77%	No	0.00	232.00	0	2	No	No
37	000066934	5,520.00	21.74%	No	-39.00	167.00	1	2	No	Yes
37	000044336	11,316.00	10.60%	No	70.00	203.00	2	3	Yes	No
37	000115939	11,004.00	10.91%	No	-14.00	267.00	2	2	No	Yes
37	000116106	12,539.00	9.57%	No	99.00	203.00	3	3	No	No
37	000118270	9,600.00	12.50%	No	25.00	203.00	3	3	No	No
37	000087708	9,228.00	13.00%	No	42.00	167.00	3	2	No	Yes
37	000088793	3,984.00	30.12%	Yes	-151.00	203.00	5	3	No	No
37	000068716	6,720.00	17.86%	No	-47.00	167.00	5	2	No	No
37	000044069	2,600.00	46.15%	Yes	-203.00	268.00	1	2	No	No
37	000047910	10,920.00	10.99%	No	95.00	168.00	1	2	Yes	No
37	000084242	5,639.00	21.28%	No	-37.00	168.00	1	2	Yes	Yes
37	000028627	9,360.00	12.82%	No	66.00	168.00	2	2	No	No
37	000134123	4,872.00	24.63%	No	-46.00	168.00	2	2	No	No
37	000090594	6,000.00	20.00%	No	-42.00	168.00	3	2	No	No
37	000018904	11,028.00	10.88%	No	72.00	168.00	4	2	No	No
37	000073329	203,619.00	0.59%	No	0.00	202.00	0	3	Yes	No
37	000019562	108,546.00	1.11%	No	0.00	202.00	0	3	No	No
37	000022502	11,316.00	10.60%	No	71.00	202.00	1	3	Yes	Yes
37	000025646	12,180.00	9.85%	No	-19.00	302.00	2	3	Yes	No
37	000015434	1,560.00	76.92%	Yes	-152.00	202.00	3	3	No	No
37	000073112	115,199.00	1.04%	No	0.00	235.00	0	4	No	No

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37	000092203	0.00	N/A	Yes	-117.00	167.00	1	2	No	No
37	000088152	0.00	N/A	Yes	-153.00	203.00	1	3	No	Yes
37	000116187	7,812.00	15.36%	No	48.00	137.00	1	1	No	Yes
37	000062797	13,609.00	8.82%	No	95.00	235.00	2	4	No	No
37	000116223	4,680.00	25.64%	No	-74.00	167.00	3	2	No	No
37	000062795	11,316.00	10.60%	No	14.00	235.00	3	4	Yes	No
37	000148362	4,872.00	24.63%	No	-103.00	203.00	3	3	Yes	No
37	000033527	0.00	N/A	Yes	-153.00	203.00	4	3	No	No
37	000148315	5,808.00	20.66%	No	-42.00	126.00	1	2	No	Yes
37	000048750	8,964.00	13.39%	No	87.00	127.00	1	2	Yes	Yes
37	000085835	2,100.00	57.14%	Yes	-73.00	126.00	1	2	No	No
37	000048609	4,656.00	25.77%	No	-20.00	127.00	1	2	Yes	No
37	000068130	6,564.00	18.28%	No	9.00	145.00	2	3	Yes	No
37	000043781	3,600.00	33.33%	Yes	-36.00	126.00	2	2	No	No
37	000115895	4,872.00	24.63%	No	-8.00	120.00	1	1	Yes	No
38	000142747	5,400.00	22.22%	No	57.00	66.00	2	2	No	No
38	000068571	159,008.00	0.75%	No	0.00	0.00	0	4	No	No
38	000067201	4,092.00	29.33%	No	50.00	52.00	1	1	No	No
38	000048283	6,808.00	17.63%	No	89.00	81.00	1	4	No	No
38	000140971	6,816.00	17.61%	No	100.00	58.00	2	1	No	No
38	000068361	3,540.00	33.90%	Yes	79.00	0.00	1	0	Yes	Yes
38	000136335	3,960.00	30.30%	Yes	50.00	49.00	1	1	No	No
38	000115232	6,324.00	18.98%	No	69.00	89.00	1	1	No	No
38	000107601	3,948.00	30.40%	Yes	50.00	49.00	1	1	No	No
38	000036396	9,395.00	12.77%	No	100.00	111.00	3	3	No	No
38	000146231	6,876.00	17.45%	No	25.00	111.00	4	3	No	No
38	000134272	9,156.00	13.11%	No	50.00	155.00	3	3	No	No
38	000035977	11,832.00	10.14%	No	51.00	185.00	7	3	No	No
39	000033633	0.00	N/A	Yes	0.00	83.00	0	2	No	No
39	000074482	0.00	N/A	Yes	0.00	83.00	0	2	No	No
39	000084298	95,021.00	1.26%	No	0.00	83.00	0	2	No	No
39	000146475	0.00	N/A	Yes	0.00	178.00	0	2	No	No
39	000116049	5,763.00	20.82%	No	-68.00	188.00	3	3	No	No
39	000148223	8,267.00	14.52%	No	90.00	93.00	3	3	No	No
39	000038574	11,844.00	10.13%	No	75.00	211.00	1	3	Yes	Yes
39	000013981	11,604.00	10.34%	No	57.00	211.00	2	3	Yes	Yes
39	000117302	9,600.00	12.50%	No	26.00	202.00	2	3	No	No
39	000132977	3,120.00	38.46%	Yes	-136.00	202.00	3	3	No	No
39	000148190	12,396.00	9.68%	No	63.00	211.00	4	3	No	No
39	000117928	11,400.00	10.53%	No	59.00	202.00	4	3	No	No
39	000117039	11,802.00	10.17%	No	33.00	202.00	6	3	No	No
39	000146570	11,832.00	10.14%	No	46.00	202.00	6	3	No	No
39	000083822	2,888.00	41.55%	Yes	-36.00	96.00	3	3	No	No
40	000074594	136,857.00	0.88%	No	0.00	80.00	0	3	No	No
40	000144056	8,124.00	14.77%	No	81.00	63.00	1	1	No	Yes
40	000028603	1,932.00	62.11%	Yes	-13.00	63.00	1	1	No	No
40	000065786	2,400.00	50.00%	Yes	-30.00	80.00	1	3	Yes	No
40	000016887	1,920.00	62.50%	Yes	-13.00	63.00	1	1	No	No
40	000081947	1,200.00	100.00%	Yes	-13.00	63.00	1	1	No	Yes
40	000013697	1,160.00	103.45%	Yes	-22.00	72.00	1	2	No	No
40	000115714	4,200.00	28.57%	No	13.00	80.00	2	3	No	No

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AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
40	000091160	4,872.00	24.63%	No	29.00	93.00	2	5	No	No
40	000146808	4,656.00	25.77%	No	4.00	91.00	2	4	No	Yes
40	000115306	5,400.00	22.22%	No	50.00	63.00	2	1	No	Yes
40	000064303	6,564.00	18.28%	No	60.00	80.00	4	3	No	No
40	000080736	1,615.00	74.30%	Yes	-30.00	80.00	4	3	No	No
40	000146595	4,666.00	25.72%	No	-8.00	91.00	4	4	Yes	Yes
40	000106091	1,200.00	100.00%	Yes	-30.00	80.00	4	3	No	No
40	000067346	1,800.00	66.67%	Yes	-30.00	80.00	4	3	No	No
40	000107550	2,362.00	50.80%	Yes	-41.00	91.00	5	4	No	No
40	000145881	5,340.00	22.47%	No	23.00	63.00	5	1	No	No
40	000052659	6,324.00	18.98%	No	62.00	72.00	6	2	No	No
40	000145990	6,848.00	17.52%	No	30.00	93.00	6	5	No	No
40	000146763	2,400.00	50.00%	Yes	-41.00	91.00	7	4	No	No
40	000145988	4,584.00	26.18%	No	-38.00	93.00	9	5	No	No
40	000071931	2,400.00	50.00%	Yes	50.00	0.00	3	4	No	No
40	000021824	2,100.00	57.14%	Yes	50.00	0.00	8	4	No	No
43	000010315	13,272.00	9.04%	No	86.00	236.00	1	1	Yes	Yes
43	000132963	4,872.00	24.63%	No	53.00	69.00	1	1	No	No
43	000127096	0.00	N/A	Yes	-30.00	80.00	2	2	No	No
43	000023629	0.00	N/A	Yes	-30.00	80.00	2	2	No	No
43	000126967	0.00	N/A	Yes	-37.00	87.00	3	3	No	No
43	000089512	0.00	N/A	Yes	-30.00	80.00	4	2	No	No
43	000051640	0.00	N/A	Yes	-30.00	80.00	5	2	No	No
43	000146427	4,872.00	24.63%	No	13.00	99.00	2	1	Yes	No
43	000132490	7,114.00	16.87%	No	64.00	104.00	1	1	Yes	No
43	000071504	5,187.00	23.13%	No	-2.00	132.00	1	3	No	No
43	000044982	4,872.00	24.63%	No	-20.00	132.00	2	3	Yes	No
43	000011101	0.00	N/A	Yes	-164.00	214.00	3	2	No	No
43	000072382	5,742.00	20.90%	No	-112.00	232.00	4	3	No	No
43	000115051	9,156.00	13.11%	No	61.00	132.00	4	3	No	No
43	000052284	0.00	N/A	Yes	-92.00	142.00	4	4	No	No
43	000044171	0.00	N/A	Yes	-192.00	242.00	5	4	No	No
43	000091627	11,326.00	10.60%	No	93.00	132.00	6	3	Yes	Yes
43	000117248	45.00	2666.67%	Yes	-90.00	140.00	1	1	Yes	No
43	000030239	95,795.00	1.25%	No	0.00	116.00	0	2	No	No
43	000126320	104,963.00	1.14%	No	0.00	116.00	0	2	No	No
43	000007336	94,125.00	1.27%	No	0.00	116.00	0	2	No	No
43	000033707	236.00	508.47%	Yes	-55.00	105.00	1	1	No	No
43	000064798	7,488.00	16.03%	No	72.00	105.00	1	1	No	Yes
43	000061702	4,656.00	25.77%	No	-9.00	116.00	1	2	Yes	Yes
43	000051274	6,984.00	17.18%	No	19.00	132.00	4	3	No	No
43	000088384	8,736.00	13.74%	No	74.00	132.00	4	3	No	No
43	000083725	0.00	N/A	Yes	-66.00	116.00	5	2	No	No
43	000018997	11,316.00	10.60%	No	69.00	132.00	7	3	Yes	No
44	000023102	10,416.00	11.52%	No	4.00	247.00	1	3	Yes	Yes
44	000051497	8,484.00	14.14%	No	71.00	129.00	2	2	No	No
44	000074446	4,200.00	28.57%	No	-24.00	129.00	2	2	No	No
44	000069360	5,400.00	22.22%	No	-18.00	129.00	3	2	No	No
44	000030728	4,800.00	25.00%	No	-124.00	220.00	3	2	No	No
44	000072794	3,600.00	33.33%	Yes	-102.00	156.00	5	3	No	No
44	000029241	4,656.00	25.77%	No	-97.00	156.00	5	3	No	Yes

AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
44	000025903	7,056.00	17.01%	No	-13.00	156.00	5	3	No	No
44	000133021	3,600.00	33.33%	Yes	-77.00	167.00	1	3	No	No
44	000136364	6,300.00	19.05%	No	-33.00	167.00	3	3	No	No
44	000034380	9,156.00	13.11%	No	38.00	167.00	3	3	No	No
44	000074534	10,884.00	11.03%	No	59.00	167.00	4	3	No	Yes
44	000091690	9,156.00	13.11%	No	28.00	167.00	4	3	No	No
44	000008177	11,316.00	10.60%	No	68.00	167.00	5	3	No	No
44	000070331	1,200.00	100.00%	Yes	-117.00	167.00	5	3	No	No
44	000093143	11,041.00	10.87%	No	61.00	167.00	6	3	No	No
44	000115105	3,096.00	38.76%	Yes	-117.00	167.00	7	3	No	No
44	000065078	2,880.00	41.67%	Yes	-38.00	110.00	1	1	No	No
44	000143168	6,000.00	20.00%	No	30.00	110.00	1	1	Yes	No
44	000078884	1,200.00	100.00%	Yes	-60.00	110.00	1	1	No	No
44	000047084	4,872.00	24.63%	No	2.00	110.00	1	1	Yes	No
44	000038045	1,800.00	66.67%	Yes	-78.00	128.00	1	2	No	No
44	000012952	2,400.00	50.00%	Yes	-68.00	128.00	1	2	No	No
44	000072805	6,756.00	17.76%	No	47.00	112.00	1	1	Yes	Yes
44	000036762	5,920.00	20.27%	No	36.00	112.00	1	1	No	No
44	000142866	1,800.00	66.67%	Yes	-81.00	131.00	1	2	No	No
44	000033035	2,160.00	55.56%	Yes	-58.00	112.00	1	1	No	No
44	000074789	4,872.00	24.63%	No	10.00	112.00	1	1	No	No
44	000142331	7,580.00	15.83%	No	50.00	128.00	2	2	No	No
44	000130280	1,800.00	66.67%	Yes	-78.00	128.00	2	2	No	No
44	000068090	7,284.00	16.47%	No	42.00	128.00	2	2	No	No
44	000126443	5,629.00	21.32%	No	-1.00	130.00	2	2	No	No
44	000129868	5,284.00	22.71%	No	-11.00	131.00	2	2	No	No
44	000124249	2,640.00	45.45%	Yes	-74.00	128.00	3	2	No	No
44	000125984	6,000.00	20.00%	No	-2.00	128.00	3	2	No	No
44	000081646	2,400.00	50.00%	Yes	-78.00	128.00	3	2	No	Yes
44	000068434	2,160.00	55.56%	Yes	-81.00	131.00	3	2	No	No
44	000124237	8,244.00	14.56%	No	51.00	131.00	3	2	No	No
44	000036338	1,200.00	100.00%	Yes	-107.00	157.00	3	3	No	No
44	000067348	840.00	142.86%	Yes	-81.00	131.00	3	2	No	No
44	000133924	1,800.00	66.67%	Yes	-81.00	131.00	3	2	No	No
44	000092426	10,308.00	11.64%	No	14.00	222.00	3	3	No	Yes
44	000052339	2,400.00	50.00%	Yes	-123.00	173.00	3	2	No	No
44	000064541	5,820.00	20.62%	No	-51.00	173.00	3	2	No	No
44	000028788	9,630.00	12.46%	No	84.00	157.00	4	3	No	No
44	000145720	11,028.00	10.88%	No	73.00	157.00	4	3	Yes	No
44	000129796	2,400.00	50.00%	Yes	-81.00	131.00	4	2	No	No
44	000133423	4,872.00	24.63%	No	-33.00	131.00	4	2	No	No
44	000084486	6,852.00	17.51%	No	-22.00	157.00	4	3	No	No
44	000049447	7,800.00	15.38%	No	2.00	157.00	5	3	No	No
44	000130636	3,600.00	33.33%	Yes	-78.00	128.00	6	2	No	No
44	000086590	3,456.00	34.72%	Yes	-107.00	157.00	8	3	No	No
44	000063739	5,280.00	22.73%	No	-28.00	150.00	2	3	No	Yes
44	000045025	6,180.00	19.42%	No	-4.00	147.00	3	3	No	No
44	000027926	6,083.00	19.73%	No	9.00	119.00	3	3	No	No
44	000064044	11,028.00	10.88%	No	93.00	147.00	4	3	No	No
44	000070518	9,012.00	13.32%	No	54.00	147.00	4	3	No	No
44	000084326	3,600.00	33.33%	Yes	-93.00	147.00	4	3	No	No

AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
44	000089169	3,600.00	33.33%	Yes	-93.00	147.00	4	3	No	No
44	000090147	3,600.00	33.33%	Yes	-93.00	147.00	5	3	No	No
44	000092343	7,200.00	16.67%	No	-27.00	147.00	6	3	No	No
44	000091718	2,400.00	50.00%	Yes	-97.00	147.00	6	3	No	No
44	000038417	11,316.00	10.60%	No	76.00	147.00	8	3	No	No
44	000148862	600.00	200.00%	Yes	-87.00	137.00	2	2	No	No
44	000015204	4,872.00	24.63%	No	-27.00	137.00	3	2	No	No
44	000116552	6,876.00	17.45%	No	1.00	137.00	4	2	Yes	Yes
44	000066898	16,980.00	7.07%	No	22.00	381.00	6	4	Yes	No
44	000039306	2,400.00	50.00%	Yes	-147.00	197.00	7	4	No	No
45	000074897	14,580.00	8.23%	No	-33.00	328.00	6	4	Yes	Yes
45	000064785	4,872.00	24.63%	No	-211.00	323.00	1	4	Yes	No
45	000041082	12,372.00	9.70%	No	20.00	279.00	1	3	Yes	Yes
45	000044642	10,644.00	11.27%	No	79.00	177.00	1	1	Yes	Yes
45	000042268	10,992.00	10.92%	No	-14.00	279.00	1	3	No	Yes
45	000115275	3,843.00	31.23%	Yes	-127.00	223.00	1	2	No	No
45	000022781	11,676.00	10.28%	No	59.00	223.00	1	2	Yes	Yes
45	000072589	13,116.00	9.15%	No	97.00	221.00	1	2	No	Yes
45	000074132	5,820.00	20.62%	No	-87.00	223.00	1	2	No	Yes
45	000014393	16,392.00	7.32%	No	86.00	314.00	1	2	Yes	No
45	000040982	11,316.00	10.60%	No	52.00	221.00	1	2	Yes	No
45	000036939	11,108.00	10.80%	No	45.00	221.00	2	2	No	No
45	000045639	11,316.00	10.60%	No	52.00	221.00	2	2	Yes	No
45	000071678	11,370.00	10.55%	No	-7.00	279.00	2	3	No	No
45	000132395	15,017.00	7.99%	No	-7.00	370.00	3	3	No	No
45	000047496	5,400.00	22.22%	No	-167.00	278.00	3	3	No	No
45	000033983	11,028.00	10.88%	No	-39.00	279.00	4	3	No	No
45	000116790	15,144.00	7.92%	No	42.00	279.00	5	3	No	Yes
45	000067318	5,200.00	23.08%	No	-141.00	223.00	5	2	No	No
45	000019353	12,230.00	9.81%	No	-21.00	279.00	6	3	No	No
45	000069779	14,194.00	8.45%	No	-28.00	323.00	7	4	No	No
45	000067390	4,872.00	24.63%	No	-24.00	136.00	1	1	Yes	No
45	000032063	13,308.00	9.02%	No	96.00	227.00	1	1	Yes	No
45	000035403	8,268.00	14.51%	No	61.00	136.00	1	1	Yes	Yes
45	000048181	4,872.00	24.63%	No	-57.00	179.00	1	2	No	No
45	000004089	11,316.00	10.60%	No	94.00	179.00	1	2	Yes	No
45	000080908	8,769.00	13.68%	No	28.00	179.00	2	2	No	No
45	000035268	5,030.00	23.86%	No	-156.00	270.00	2	2	No	No
45	000140247	10,968.00	10.94%	No	7.00	231.00	4	2	No	No
45	000136136	9,156.00	13.11%	No	14.00	179.00	4	2	No	No
45	000037007	3,599.00	33.34%	Yes	-129.00	179.00	5	2	No	No
45	000115446	11,556.00	10.38%	No	88.00	191.00	1	2	Yes	No
45	000013052	5,628.00	21.32%	No	-50.00	191.00	1	2	No	No
45	000028275	11,772.00	10.19%	No	93.00	191.00	1	2	Yes	No
45	000047608	5,824.00	20.60%	No	-55.00	191.00	1	2	No	Yes
45	000061072	4,392.00	27.32%	No	-81.00	191.00	1	2	No	No
45	000032043	4,872.00	24.63%	No	-69.00	191.00	1	2	No	No
45	000073434	11,604.00	10.34%	No	89.00	191.00	1	2	Yes	Yes
45	000030939	7,004.00	17.13%	No	-16.00	191.00	1	2	No	No
45	000011442	5,400.00	22.22%	No	-9.00	144.00	1	1	No	No
45	000026757	4,872.00	24.63%	No	-32.00	144.00	1	1	Yes	Yes

AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
45	000014256	1,480.00	81.08%	Yes	-93.00	143.00	1	1	Yes	No
45	000066884	4,739.00	25.32%	No	-94.00	191.00	2	2	No	Yes
45	000085941	0.00	N/A	Yes	-141.00	191.00	2	2	No	No
45	000025520	7,284.00	16.47%	No	-33.00	191.00	3	2	No	No
45	000115355	9,040.00	13.27%	No	11.00	191.00	3	2	No	No
45	000013016	2,555.00	46.97%	Yes	-141.00	191.00	3	2	No	No
45	000132654	2,646.00	45.35%	Yes	-203.00	257.00	3	3	No	No
45	000144936	15,308.00	7.84%	No	96.00	251.00	4	3	No	No
45	000029341	12,696.00	9.45%	No	21.00	251.00	5	3	Yes	No
45	000017976	4,719.00	25.43%	No	-109.00	191.00	5	2	No	No
45	000081708	9,156.00	13.11%	No	-75.00	256.00	6	3	No	No
45	000097331	780.00	153.85%	Yes	-201.00	251.00	6	3	No	No
45	000072813	9,988.00	12.01%	No	6.00	234.00	1	3	No	Yes
45	000030287	3,508.00	34.21%	Yes	-158.00	234.00	2	3	No	No
45	000133440	5,276.00	22.74%	No	-114.00	234.00	3	3	No	No
45	000048956	9,176.00	13.08%	No	-131.00	325.00	5	3	No	No
45	000116734	11,628.00	10.32%	No	9.00	234.00	5	3	No	No
45	000045920	14,400.00	8.33%	No	90.00	234.00	6	3	No	No
45	000031043	182,777.00	0.66%	No	0.00	231.00	0	2	No	No
45	000023776	11,556.00	10.38%	No	48.00	231.00	1	2	Yes	Yes
45	000072301	12,228.00	9.81%	No	65.00	231.00	1	2	No	Yes
45	000014484	11,906.00	10.08%	No	55.00	231.00	2	2	No	No
45	000024852	11,316.00	10.60%	No	-49.00	322.00	2	2	Yes	No
45	000025480	4,872.00	24.63%	No	-109.00	231.00	2	2	No	No
45	000017993	11,880.00	10.10%	No	43.00	230.00	4	2	No	No
45	000013767	15,139.00	7.93%	No	60.00	283.00	4	3	No	No
45	000146526	13,488.00	8.90%	No	-4.00	283.00	6	3	No	Yes
45	000031870	9,624.00	12.47%	No	-2.00	231.00	6	2	No	No
46	000066103	7,284.00	16.47%	No	62.00	108.00	2	2	No	No
46	000043251	0.00	N/A	Yes	-73.00	123.00	3	2	Yes	Yes
46	000043277	128,670.00	0.93%	No	0.00	141.00	0	3	No	No
46	000118128	0.00	N/A	Yes	-85.00	135.00	3	3	No	No
46	000087710	0.00	N/A	Yes	-85.00	135.00	4	3	No	No
46	000067306	9,300.00	12.90%	No	55.00	142.00	6	3	No	No
46	000108252	0.00	N/A	Yes	-92.00	142.00	6	3	No	No
46	000052431	5,400.00	22.22%	No	-43.00	142.00	6	3	No	No
49	000065131	0.00	N/A	Yes	50.00	0.00	1	1	Yes	No
49	000092876	0.00	N/A	Yes	50.00	0.00	2	2	No	No
49	000073169	2,400.00	50.00%	Yes	60.00	0.00	2	3	No	No
49	000012999	3,600.00	33.33%	Yes	78.00	0.00	2	2	No	No
49	000019523	3,600.00	33.33%	Yes	66.00	0.00	3	2	No	No
49	000033344	0.00	N/A	Yes	50.00	0.00	3	4	No	No
49	000016034	1,140.00	105.26%	Yes	50.00	0.00	4	3	No	No
49	000018263	2,400.00	50.00%	Yes	50.00	0.00	4	3	No	No
49	000133157	1,800.00	66.67%	Yes	50.00	0.00	4	2	No	No
49	000117909	2,880.00	41.67%	Yes	50.00	0.00	5	2	No	No
49	000050758	4,656.00	25.77%	No	71.00	0.00	6	4	No	Yes
49	000092945	4,488.00	26.74%	No	64.00	0.00	6	2	No	No
49	000050796	0.00	N/A	Yes	50.00	0.00	7	4	No	No
49	000005414	1,202.00	99.83%	Yes	50.00	0.00	1	0	No	Yes
49	000117060	10,680.00	11.24%	No	88.00	169.00	1	1	Yes	No

LIPH Demographic Report as of May 1, 2025
Families Paying Less Than $100 Monthly Rent

AMP No.	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Family Members	Bedrooms	Disabled	Elderly
49	000074210	3,036.00	39.53%	Yes	-119.00	169.00	1	1	No	Yes
49	000067033	12,600.00	9.52%	No	40.00	265.00	1	3	Yes	No
49	000108322	12,528.00	9.58%	No	38.00	265.00	1	3	No	Yes
49	000012643	13,832.00	8.68%	No	-10.00	356.00	1	3	No	No
49	000024418	8,784.00	13.66%	No	-101.00	265.00	1	3	Yes	Yes
49	000035472	4,872.00	24.63%	No	-93.00	215.00	1	2	No	No
49	000079539	4,656.00	25.77%	No	-62.00	169.00	1	1	Yes	Yes
49	000074597	11,604.00	10.34%	No	15.00	265.00	1	3	Yes	Yes
49	000061406	15,408.00	7.79%	No	70.00	265.00	1	3	Yes	No
49	000067326	3,612.00	33.22%	Yes	-135.00	215.00	1	2	Yes	Yes
49	000025012	6,492.00	18.48%	No	-17.00	169.00	2	1	No	Yes
49	000067305	5,040.00	23.81%	No	-111.00	215.00	2	2	Yes	Yes
49	000018934	480.00	250.00%	Yes	-165.00	215.00	2	2	No	No
49	000022809	11,316.00	10.60%	No	-107.00	356.00	3	3	Yes	Yes
49	000115776	9,252.00	12.97%	No	-46.00	265.00	3	3	No	No
50	000048753	0.00	N/A	Yes	0.00	176.00	0	2	No	No
50	000006155	11,544.00	10.40%	No	11.00	268.00	1	4	Yes	Yes
50	000073160	2,593.00	46.28%	Yes	-90.00	145.00	1	1	No	Yes
50	000067228	4,872.00	24.63%	No	-33.00	145.00	1	1	Yes	No
50	000067222	8,400.00	14.29%	No	28.00	182.00	1	2	No	No
50	000115055	11,556.00	10.38%	No	97.00	182.00	1	2	Yes	Yes
50	000073477	11,604.00	10.34%	No	98.00	182.00	1	2	Yes	Yes
50	000070892	9,600.00	12.50%	No	48.00	182.00	1	2	No	Yes
50	000072884	2,028.00	59.17%	Yes	-131.00	182.00	1	2	No	No
50	000083625	7,272.00	16.50%	No	-86.00	268.00	2	4	No	No
50	000081379	8,160.00	14.71%	No	-32.00	224.00	2	3	No	No
50	000130064	3,120.00	38.46%	Yes	-110.00	176.00	2	2	No	No
50	000132865	5,303.00	22.63%	No	-103.00	224.00	2	3	No	No
50	000045076	11,316.00	10.60%	No	79.00	182.00	2	2	Yes	No
50	000032928	11,556.00	10.38%	No	97.00	182.00	2	2	Yes	Yes
50	000067257	11,556.00	10.38%	No	85.00	182.00	2	2	Yes	Yes
50	000019331	13,482.00	8.90%	No	89.00	224.00	3	3	No	No
50	000107938	7,848.00	15.29%	No	-88.00	262.00	3	4	No	Yes
50	000089494	6,468.00	18.55%	No	-141.00	267.00	4	2	No	No
50	000028208	3,600.00	33.33%	Yes	-158.00	224.00	5	3	No	No
50	000023331	6,000.00	20.00%	No	-110.00	224.00	5	3	No	No
50	000142719	6,240.00	19.23%	No	-183.00	291.00	5	5	No	No
50	000085656	800.00	150.00%	Yes	-265.00	315.00	5	3	No	No
50	000085558	8,720.00	13.76%	No	-98.00	268.00	6	4	No	No
50	000063352	12,501.00	9.60%	No	41.00	224.00	6	3	No	No
50	000038610	5,544.00	21.65%	No	-145.00	224.00	7	3	No	No
50	000050569	6,276.00	19.12%	No	12.00	109.00	7	4	No	No
50	000072825	14,820.00	8.10%	No	-19.00	308.00	8	5	Yes	Yes

Impact Analysis
HPHA Activities 26-14 & 26-18 (MTW Waivers 1.f & 12.b.)
HCV Minimum Rent and Work Requirement

The Hawaii Public Housing Authority is requesting MTW Waiver 1.f. to establish a minimum rent of $100 for the Section 8 voucher programs. The HPHA is also requesting MTW Waiver 12.b. to establish a 15-hour weekly work requirement for non-elderly, non-disabled individuals.

1. Describe the impact on the agency's finances:

The HPHA anticipates the minimum rent activity will decrease Housing Assistance Payment (HAP) expenditures for the Section 8 voucher programs. As of May 1, 2025, there are 457 non-elderly, non-disabled households which pay a monthly rent less than the proposed $100 minimum rent. Of these households, 327 pay zero rent. If all 457 non-elderly, non-disabled households were to pay a minimum rent of $100, the agency expects to save roughly $40,578 per month, or $486,936 annually. As part of the Amended MTW Supplement for FY 26, the HPHA is also requesting MTW Waiver 1.n. to eliminate utility reimbursements when the utility allowance is greater than total tenant payment. Eliminating utility reimbursements in combination with the $100 minimum rent policy for all non-disabled, non-elderly families could generate a monthly cost savings of $99,384, or $1,192,608 annually.

HAP expenditures would also be reduced by the 15-hour weekly work requirement. This activity, in combination with the biennial reexamination policy, will encourage able-bodied individuals to grow their household income and assets. The overwhelming majority of voucher-assisted households pay an income-based rent. Any growth in household income will reduce the amount of HAP expended. Reducing expenditures will allow the HPHA to issue more vouchers and provide additional rental assistance to a greater number of low-income families.

2. Describe the activity's impact on affordability of housing costs for affected households:

Raising the minimum rent in and of itself could impose a considerable financial burden on extremely low-income families in the Section 8 voucher programs. However, the HPHA will exclude elderly and/or disabled families from this activity. The HPHA understands elderly residents living on fixed incomes would find any increase in rent difficult to absorb. Individuals with disabilities who may already incur additional costs related to medical care and daily living would also face similar difficulties.

Roughly 47.45% (223 out of 470) of non-elderly, non-disabled families that are currently paying less than $100 in rent per month would be rent burdened under the proposed policy (i.e., family would pay more than 30% of gross monthly income towards rent). To mitigate any potential impact from the minimum rent activity on these households, the HPHA will provide hardship exemptions for reasons such as the loss of eligibility or awaiting an eligibility determination for an assistance program; a decrease in household income, including the loss of employment; a death in the immediate family; or other circumstances as determined by the HPHA. All exemptions shall be granted in accordance with the HPHA's MTW hardship policy.

The HPHA anticipates the 15-hour weekly work requirement will have a positive impact on housing affordability for non-elderly, non-disabled households. The average monthly rent payment among all 457 non-elderly, non-disabled households paying less than the proposed minimum rent amount is $11.21. As of May 1, 2025, these households have an average annual gross income of $7,317. Beginning January 1, 2026, the State of Hawaii's minimum wage is set to increase to $16 per hour. Assuming a non-elderly, non-disabled individual worked only 15-hours a week earning a minimum wage, they would still earn enough to exceed the minimum rent amount:

Tax Type	**Tax Rate**	**2024 Taxes***
Federal	0.00%	$0
FICA	7.65%	$955
State	1.40%	$97
Take-Home Pay		**$11,428**
Monthly Net Income		$952
Monthly Rent (30.00%)		$285
Net Income After Rent		**$666**

* Taxes owed for the 2024-2025 filing season.

3. Describe the impact on the agency's waitlist(s):

The HPHA anticipates these activities will have no impact on the agency's waiting lists. Both activities will only affect families already participating in the Section 8 voucher programs. During implementation, the HPHA will monitor the waiting lists and admission/denial rates to determine whether either activity is having unanticipated effects or impacts.

4. Describe the impact on the agency's termination rate of households:

Both activities may increase the program's termination rate, but the HPHA will attempt to mitigate this effect with its proposed hardship and exemption policies. Non-elderly, non-disabled households will be provided multiple opportunities to come into compliance with the 15-hour weekly work requirement before sanctions are imposed. The HPHA will also work with assisted households and make referrals to partnering service agencies to address any potential barriers to employment. Households will not be sanctioned for factors beyond their control – for example, lack of job opportunities during an economic downturn. The HPHA will look to implement a soft sanction approach in which a family will be given several warnings before issuing a notice of violation of the tenant obligations under the voucher and/or continued eligibility requirements. Termination from the program will only be used as a sanction of last resort. The HPHA may also suspend both activities during periods of economic downturn, natural disasters, and public health emergencies.

5. Describe the impact on the agency's current occupancy level in public housing and utilization rate in the HCV program:

As of May 1, 2025, roughly 60.61% of all non-elderly, non-disabled households (457 out of 754) pay a monthly rent that is less than $100. The minimum rent activity could lead to a higher voucher utilization rate if the savings in HAP expenditures allows the HPHA to issue additional vouchers. On the other hand, the utilization rate may be negatively impacted if more families are sanctioned or terminated from the voucher programs than originally anticipated. The HPHA will try to mitigate negative impacts through its hardship policy and by promoting greater family self-sufficiency through its work requirement and biennial reexamination policies.

Assisted households that remain noncompliant with the work requirement activity for long enough may risk losing their housing assistance. However, the HPHA will treat termination from the program as a last resort. Prior to implementation, the HPHA will look to partner with outside community organizations that will be able to offer non-compliant families with intensive supportive services designed to get them back into compliance. Households will generally be given ninety (90) days to come back into compliance by finding employment or enrolling in an education or training program. The HPHA may provide non-disabled, non-elderly individuals with temporary exemptions, on a case-by case basis, pursuant to the hardship policy.

6. Describe the impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice:

The HPHA believes the minimum rent and work requirement activities will allow the HPHA to improve the overall cost-effectiveness of the Section 8 voucher programs. Reduced HAP expenditures would create less strain on the HPHA's financial resources and help to avoid a funding shortfall. Cost savings could also be directed towards issuing more vouchers and housing subsidies to unassisted, low-income families.

One of the primary goals of the work requirement activity is to increase employment, assets, and earned income among work-able individuals receiving housing assistance. If successful, the HPHA expects the activity to help households achieve greater financial self-sufficiency and allow them to graduate from needing additional housing assistance.

7. Describe the impact on the agency's ability to meet the MTW statutory requirements:

a. Very-Low-Income Requirement

The minimum rent policy may negatively impact the HPHA's ability to meet the very-low-income requirement if more families are terminated from the program than originally anticipated. Very-low and extremely-low-income families may struggle to pay the increased minimum rent amount. If a family is unable to pay the minimum rent, the HPHA can provide a temporary hardship exemption and refer them to other sources of financial assistance. The HPHA will only pursue termination from the program as a last resort.

The work requirement policy may have a negative impact on the HPHA's ability to meet the very-low-income requirement. By encouraging employment and promoting greater economic self-sufficiency, the average annual income of assisted families is expected to increase. A family that increases its income enough to no longer need housing assistance will be subject to the HPHA's zero-HAP policy. After six months of no HAP, the HPHA will terminate the family's voucher and issue one to another very-low-income household.

b. Reasonable Rent Policy Requirement

The HPHA already complies with the Reasonable Rent Policy Requirement because of previously approved MTW activity waivers. The proposed minimum rent activity, which is being requested as part of this Amended MTW Supplement, is also considered a reasonable rent policy.

c. Substantially the Same Requirement

The HPHA anticipates both activities may improve the agency's ability to meet the Substantially the Same Requirement. Potential cost savings which result from implementation could be used to issue additional vouchers and provide housing assistance to more low-income families.

d. Comparable Mix Requirement

The HPHA does not anticipate either activity will have any effect on its ability to meet the comparable mix requirement. The minimum rent policy will not be applied to elderly and/or disabled households which are generally smaller in composition. Furthermore, a significant majority (78.83%, or 1,430 out of 1,814) of non-elderly, non-disabled households, which are generally larger in composition, already pay more than the proposed monthly minimum rent of $100 and would not be affected.

e. Housing Quality Standards (HQS) Requirement

The HPHA anticipates these activities will have no impact on its ability to meet the HQS statutory requirement. Neither activity affects or changes the National Standards for the Physical Inspection of Real Estate (NSPIRE) the HPHA uses during unit inspections.

8. Describe the impact on the rate of hardship requests and the number granted and denied as a result of this activity:

Both activities are pending implementation during FY 2026. The HPHA does not have a baseline average for the number of hardship requests received per year because the Section 8 voucher programs currently have a minimum rent of $0. The HPHA will report on the number of hardship requests received, granted, and denied for each activity in subsequent MTW Supplement submissions.

9. Across the other factors above, describe the impact on protected classes (and any associated disparate impact):

Neither activity is expected to have a disparate impact on protected classes. The HPHA will implement both activities within the HUD-established Safe Harbors, and they will only apply to work-able individuals. The minimum rent for disabled and/or elderly families will remain at $0. Additional exceptions to the work requirement policy will also be provided to those already pursuing greater self-sufficiency (e.g., full-time students; persons undergoing vocational rehabilitation) and other vulnerable populations (e.g., pregnant women; a primary caretaker of a child under the age of six).

During the implementation of these activities, the HPHA will continuously monitor the rate of requests received for reasonable accommodations and hardship exemptions. Any significant increase in the number or rate of requests received will be presented in future MTW Supplements and may result in the suspension of either activity.

HCV Demographic Report as of May 1, 2025
Families Paying Less Than $100 Monthly Rent

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
EHV	000120386	$ 19,188.00	6.25%	No	$ -	$ -	$ -	6	4	No	No
EHV	000018399	$ -	N/A	Yes	$ -	$ 597.00	$ 2,521.00	5	3	No	No
EHV	000133351	$ 840.00	142.86%	Yes	$ -	$ 654.00	$ 2,625.00	6	4	No	No
EHV	000070044	$ -	N/A	Yes	$ -	$ 160.00	$ 1,300.00	1	0	Yes	No
EHV	000121072	$ 4,140.00	28.99%	No	$ 92.00	$ -	$ 1,708.00	2	1	No	No
EHV	000132881	$ -	N/A	Yes	$ -	$ 684.00	$ 2,856.00	8	5	No	No
EHV	000133993	$ 875.00	137.14%	Yes	$ -	$ 144.00	$ 1,400.00	1	0	No	Yes
EHV	000127828	$ 9,156.00	13.11%	No	$ -	$ 131.00	$ 2,167.00	3	2	No	No
EHV	000133175	$ 9,156.00	13.11%	No	$ -	$ 35.00	$ 1,800.00	3	2	No	No
EHV	000126539	$ 12,000.00	10.00%	No	$ -	$ 73.00	$ 1,850.00	7	4	No	No
EHV	000130977	$ 9,980.00	12.02%	No	$ -	$ 122.00	$ 2,100.00	4	2	No	No
EHV	000081002	$ -	N/A	Yes	$ -	$ 132.00	$ 1,300.00	1	1	Yes	No
EHV	000033238	$ -	N/A	Yes	$ -	$ 495.00	$ 2,375.00	6	4	No	No
EHV	000094751	$ -	N/A	Yes	$ -	$ 78.00	$ 1,506.00	1	0	No	No
EHV	000133512	$ 7,284.00	16.47%	No	$ -	$ 449.00	$ 1,600.00	2	2	Yes	No
EHV	000107424	$ 5,530.00	21.70%	No	$ -	$ 195.00	$ 1,587.00	2	2	No	No
EHV	000128020	$ -	N/A	Yes	$ -	$ 586.00	$ 3,323.00	7	3	No	No
EHV	000033006	$ 5,200.00	23.08%	No	$ -	$ 147.00	$ 1,600.00	2	2	No	No
EHV	000098215	$ 11,028.00	10.88%	No	$ 44.00	$ -	$ 2,156.00	4	2	No	No
EHV	000079493	$ 8,820.00	13.61%	No	$ -	$ 26.00	$ 2,161.00	4	3	No	No
EHV	000120184	$ -	N/A	Yes	$ -	$ 310.00	$ 2,150.00	5	3	No	No
EHV	000134127	$ 4,500.00	26.67%	No	$ -	$ 119.00	$ 2,179.00	3	2	No	No
EHV	000133774	$ 4,872.00	24.63%	No	$ -	$ 20.00	$ 1,978.00	1	0	No	No
EHV	000090511	$ -	N/A	Yes	$ -	$ -	$ 2,126.00	2	2	No	No
EHV	000022806	$ 19,452.00	6.17%	No	$ -	$ 218.00	$ 2,492.00	7	4	Yes	Yes
EHV	000079620	$ 5,200.00	23.08%	No	$ -	$ 134.00	$ 2,161.00	4	3	No	No
EHV	000128086	$ -	N/A	Yes	$ -	$ -	$ 800.00	1	0	Yes	No
EHV	000124739	$ 11,028.00	10.88%	No	$ -	$ 404.00	$ 2,090.00	4	3	No	No
EHV	000131962	$ 11,316.00	10.60%	No	$ -	$ 361.00	$ 3,470.00	6	3	No	No
EHV	000133974	$ 9,360.00	12.82%	No	$ -	$ 35.00	$ 2,500.00	3	2	No	No
EHV	000134122	$ -	N/A	Yes	$ -	$ 226.00	$ 1,575.00	3	2	No	No
EHV	000063808	$ 7,284.00	16.47%	No	$ -	$ 8.00	$ 1,566.00	2	1	Yes	No
HCV	000091801	$ 11,316.00	10.60%	No	$ -	$ -	$ -	4	2	Yes	No
HCV	000042710	$ 54,727.00	2.19%	No	$ -	$ -	$ -	2	1	No	No
HCV	000030793	$ 38,920.00	3.08%	No	$ -	$ -	$ -	5	3	No	No
HCV	000042100	$ 58,546.00	2.05%	No	$ -	$ -	$ -	2	1	No	No
HCV	000095423	$ 41,913.00	2.86%	No	$ -	$ -	$ -	2	1	No	No
HCV	000052357	$ 155,178.00	0.77%	No	$ -	$ -	$ -	3	2	No	No
HCV	000063504	$ 50,076.00	2.40%	No	$ -	$ -	$ -	2	2	No	Yes
HCV	000124117	$ 18,754.00	6.40%	No	$ -	$ -	$ -	2	1	No	No
HCV	000049677	$ 14,724.00	8.15%	No	$ -	$ -	$ -	2	0	Yes	No
HCV	000093747	$ 30,932.00	3.88%	No	$ -	$ -	$ -	4	2	No	No
HCV	000047205	$ 88,500.00	1.36%	No	$ -	$ -	$ -	4	2	No	No
HCV	000124371	$ -	N/A	Yes	$ -	$ -	$ 1,279.00	4	2	No	No
HCV	000094503	$ 73,727.00	1.63%	No	$ -	$ -	$ -	4	3	No	No
HCV	000060233	$ 5,189.00	23.13%	No	$ 46.00	$ -	$ 1,189.00	1	1	No	Yes
HCV	000057767	$ -	N/A	Yes	$ -	$ -	$ -	1	0	Yes	Yes
HCV	000088570	$ -	N/A	Yes	$ -	$ -	$ -	2	2	Yes	No
HCV	000068067	$ -	N/A	Yes	$ -	$ -	$ -	1	0	Yes	No
HCV	000066140	$ -	N/A	Yes	$ -	$ -	$ -	4	3	No	No
HCV	000091126	$ 27,521.00	4.36%	No	$ -	$ 133.00	$ 2,500.00	7	4	No	No
HCV	000091859	$ 6,647.00	18.05%	No	$ -	$ 26.00	$ 1,500.00	2	1	Yes	No
HCV	000146346	$ 13,832.00	8.68%	No	$ -	$ 146.00	$ 1,400.00	2	2	No	No
HCV	000085526	$ 78.00	1538.46%	Yes	$ -	$ 106.00	$ 1,318.00	1	0	No	No
HCV	000131717	$ 21,677.00	5.54%	No	$ 71.00	$ -	$ 1,758.00	3	2	No	No
HCV	000117141	$ -	N/A	Yes	$ -	$ 120.00	$ 2,500.00	4	2	No	No

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
HCV	000039407	$ 9,924.00	12.09%	No	$ 63.00	$ -	$ 932.00	1	2	Yes	Yes
HCV	000104105	$ 4,872.00	24.63%	No	$ 11.00	$ -	$ 1,411.00	1	0	No	No
HCV	000029816	$ -	N/A	Yes	$ -	$ 638.00	$ 1,900.00	4	3	No	No
HCV	000017109	$ 25,909.00	4.63%	No	$ -	$ 34.00	$ 1,700.00	4	3	No	No
HCV	000042285	$ 17,628.00	6.81%	No	$ 73.00	$ -	$ 1,116.00	2	1	Yes	Yes
HCV	000059433	$ 11,316.00	10.60%	No	$ 33.00	$ -	$ 1,617.00	1	2	Yes	Yes
HCV	000123369	$ -	N/A	Yes	$ -	$ 78.00	$ 1,300.00	1	0	No	No
HCV	000118694	$ -	N/A	Yes	$ -	$ 226.00	$ 2,063.00	4	3	No	No
HCV	000093343	$ 11,316.00	10.60%	No	$ -	$ 66.00	$ 2,378.00	4	3	No	No
HCV	000046522	$ 5,760.00	20.83%	No	$ -	$ 55.00	$ 1,700.00	4	2	No	No
HCV	000093883	$ 1,700.00	70.59%	Yes	$ -	$ 259.00	$ 2,352.00	5	3	No	No
HCV	000014462	$ -	N/A	Yes	$ -	$ 203.00	$ 2,210.00	3	2	No	No
HCV	000108496	$ 11,830.00	10.14%	No	$ -	$ 24.00	$ 2,300.00	2	2	No	No
HCV	000096327	$ 600.00	200.00%	Yes	$ -	$ 506.00	$ 1,935.00	3	2	No	No
HCV	000045762	$ 11,288.00	10.63%	No	$ -	$ 367.00	$ 2,000.00	5	3	Yes	No
HCV	000066006	$ 15,931.00	7.53%	No	$ -	$ 66.00	$ 1,848.00	3	2	No	No
HCV	000090596	$ 5,400.00	22.22%	No	$ -	$ 59.00	$ 1,300.00	2	2	No	No
HCV	000068835	$ 576.00	208.33%	Yes	$ -	$ 73.00	$ 1,457.00	1	0	Yes	No
HCV	000029315	$ 11,316.00	10.60%	No	$ 1.00	$ -	$ 1,599.00	2	2	Yes	No
HCV	000116501	$ 11,820.00	10.15%	No	$ -	$ 363.00	$ 2,595.00	7	3	No	No
HCV	000003163	$ 3,564.00	33.67%	Yes	$ -	$ 206.00	$ 1,215.00	1	0	Yes	Yes
HCV	000148416	$ 2,640.00	45.45%	Yes	$ -	$ 90.00	$ 1,300.00	1	0	No	No
HCV	000010963	$ 11,844.00	10.13%	No	$ 83.00	$ -	$ 1,117.00	1	0	Yes	Yes
HCV	000033845	$ 11,592.00	10.35%	No	$ 30.00	$ -	$ 1,820.00	2	2	Yes	No
HCV	000061784	$ 4,680.00	25.64%	No	$ -	$ 758.00	$ 2,600.00	7	4	No	No
HCV	000032064	$ 4,872.00	24.63%	No	$ 47.00	$ -	$ 1,658.00	2	1	No	No
HCV	000059996	$ 3,216.00	37.31%	Yes	$ -	$ 360.00	$ 2,813.00	8	4	No	No
HCV	000092888	$ 7,482.00	16.04%	No	$ 99.00	$ -	$ 1,801.00	1	0	Yes	No
HCV	000097349	$ 24,960.00	4.81%	No	$ -	$ 208.00	$ 1,650.00	5	3	No	No
HCV	000015143	$ -	N/A	Yes	$ -	$ 75.00	$ 1,800.00	5	3	No	No
HCV	000115263	$ 7,088.00	16.93%	No	$ 70.00	$ -	$ 1,030.00	1	0	No	Yes
HCV	000115403	$ 1,500.00	80.00%	Yes	$ -	$ 54.00	$ 1,795.00	2	2	No	No
HCV	000122931	$ 23,773.00	5.05%	No	$ 38.00	$ -	$ 1,862.00	5	3	No	No
HCV	000118464	$ 7,284.00	16.47%	No	$ -	$ 8.00	$ 1,600.00	2	1	No	No
HCV	000052304	$ 28,814.00	4.16%	No	$ 50.00	$ -	$ 3,400.00	5	3	No	No
HCV	000026093	$ 11,556.00	10.38%	No	$ 57.00	$ -	$ 1,018.00	1	0	Yes	Yes
HCV	000047340	$ 11,316.00	10.60%	No	$ -	$ 438.00	$ 1,800.00	4	3	Yes	No
HCV	000020634	$ 11,028.00	10.88%	No	$ -	$ 32.00	$ 1,600.00	4	3	No	No
HCV	000002902	$ 7,884.00	15.22%	No	$ 76.00	$ -	$ 1,256.00	1	0	Yes	Yes
HCV	000148851	$ 5,988.00	20.04%	No	$ -	$ 12.00	$ 1,532.00	1	1	No	Yes
HCV	000094371	$ 31,668.00	3.79%	No	$ -	$ 61.00	$ 3,740.00	9	5	No	No
HCV	000022069	$ 4,200.00	28.57%	No	$ 95.00	$ -	$ 1,505.00	1	0	No	Yes
HCV	000132104	$ -	N/A	Yes	$ -	$ 133.00	$ 1,358.00	1	0	No	Yes
HCV	000148879	$ 29,689.00	4.04%	No	$ -	$ 133.00	$ 2,704.00	8	4	No	No
HCV	000092141	$ 7,994.00	15.01%	No	$ -	$ 74.00	$ 2,350.00	3	2	No	No
HCV	000080156	$ 37,154.00	3.23%	No	$ 73.00	$ -	$ 2,027.00	6	4	No	No
HCV	000047524	$ 17,352.00	6.92%	No	$ -	$ 74.00	$ 1,950.00	4	3	No	No
HCV	000065627	$ -	N/A	Yes	$ -	$ -	$ 3,500.00	6	4	No	No
HCV	000116215	$ 9,444.00	12.71%	No	$ 70.00	$ -	$ 1,236.00	1	0	No	Yes
HCV	000044716	$ 14,975.00	8.01%	No	$ 2.00	$ -	$ 1,398.00	3	2	No	No
HCV	000124621	$ 624.00	192.31%	Yes	$ 5.00	$ -	$ 3,345.00	4	3	No	No
HCV	000093787	$ 12,912.00	9.29%	No	$ -	$ 77.00	$ 2,175.00	5	3	Yes	No
HCV	000143103	$ 10,620.00	11.30%	No	$ 83.00	$ -	$ 1,417.00	1	0	Yes	Yes
HCV	000050368	$ 18,912.00	6.35%	No	$ -	$ 3.00	$ 1,800.00	2	2	No	Yes
HCV	000059488	$ 1,986.00	60.42%	Yes	$ 17.00	$ -	$ 1,683.00	4	3	No	No
HCV	000025708	$ 2,969.00	40.42%	Yes	$ -	$ 391.00	$ 3,300.00	5	3	No	No

HCV Demographic Report as of May 1, 2025
Families Paying Less Than $100 Monthly Rent

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
HCV	000060276	$ 11,556.00	10.38%	No	$ 79.00	$ -	$ 1,321.00	1	0	Yes	Yes
HCV	000059763	$ 11,316.00	10.60%	No	$ 59.00	$ -	$ 1,341.00	1	0	No	Yes
HCV	000116390	$ -	N/A	Yes	$ -	$ -	$ 2,500.00	1	2	Yes	No
HCV	000044017	$ 11,028.00	10.88%	No	$ -	$ 322.00	$ 1,996.00	4	3	No	No
HCV	000033232	$ 8,208.00	14.62%	No	$ -	$ 62.00	$ 1,100.00	2	2	Yes	Yes
HCV	000060260	$ 9,852.00	12.18%	No	$ -	$ 16.00	$ 1,200.00	2	1	Yes	Yes
HCV	000059459	$ 11,844.00	10.13%	No	$ 21.00	$ -	$ 1,229.00	1	2	Yes	Yes
HCV	000110283	$ -	N/A	Yes	$ -	$ -	$ 1,000.00	1	0	No	No
HCV	000118316	$ 4,003.00	29.98%	No	$ 33.00	$ -	$ 1,600.00	1	0	No	No
HCV	000060314	$ 16,848.00	7.12%	No	$ 22.00	$ -	$ 1,338.00	2	2	Yes	Yes
HCV	000060384	$ 3,600.00	33.33%	Yes	$ 80.00	$ -	$ 1,324.00	1	0	No	Yes
HCV	000059769	$ 11,556.00	10.38%	No	$ 97.00	$ -	$ 1,053.00	1	1	Yes	Yes
HCV	000095233	$ -	N/A	Yes	$ -	$ -	$ 1,833.00	1	0	No	No
HCV	000032212	$ 22,296.00	5.38%	No	$ 48.00	$ -	$ 1,602.00	3	2	No	Yes
HCV	000130048	$ 100.00	1200.00%	Yes	$ -	$ 339.00	$ 2,575.00	6	4	No	No
HCV	000002850	$ 10,212.00	11.75%	No	$ -	$ 103.00	$ 1,823.00	3	2	No	Yes
HCV	000002653	$ 1,848.00	64.94%	Yes	$ -	$ 581.00	$ 2,675.00	5	3	No	No
HCV	000131605	$ 11,220.00	10.70%	No	$ -	$ 77.00	$ 1,750.00	1	2	Yes	Yes
HCV	000043524	$ 4,800.00	25.00%	No	$ 53.00	$ -	$ 1,547.00	4	2	No	No
HCV	000031375	$ 11,556.00	10.38%	No	$ -	$ 70.00	$ 2,200.00	5	3	Yes	No
HCV	000036078	$ 11,604.00	10.34%	No	$ 35.00	$ -	$ 1,765.00	2	2	Yes	No
HCV	000034550	$ 3,504.00	34.25%	Yes	$ -	$ 162.00	$ 1,800.00	3	2	No	No
HCV	000082257	$ 11,316.00	10.60%	No	$ 91.00	$ -	$ 1,409.00	1	1	Yes	Yes
HCV	000010629	$ 11,364.00	10.56%	No	$ -	$ 230.00	$ 1,349.00	3	2	No	No
HCV	000027285	$ 4,872.00	24.63%	No	$ 77.00	$ -	$ 2,423.00	1	0	Yes	No
HCV	000042025	$ 11,556.00	10.38%	No	$ -	$ 290.00	$ 1,875.00	5	3	Yes	Yes
HCV	000052391	$ 32,435.00	3.70%	No	$ 85.00	$ -	$ 2,485.00	9	5	No	No
HCV	000059786	$ 12,600.00	9.52%	No	$ -	$ 156.00	$ 1,700.00	5	3	No	Yes
HCV	000007353	$ 11,556.00	10.38%	No	$ 29.00	$ -	$ 1,221.00	1	0	Yes	Yes
HCV	000087449	$ 14,138.00	8.49%	No	$ 55.00	$ -	$ 1,495.00	5	3	No	No
HCV	000017226	$ 11,844.00	10.13%	No	$ -	$ 34.00	$ 1,545.00	1	0	Yes	Yes
HCV	000083353	$ 300.00	400.00%	Yes	$ 8.00	$ -	$ 1,267.00	1	0	No	No
HCV	000132655	$ 9,156.00	13.11%	No	$ -	$ 311.00	$ 2,450.00	4	3	Yes	No
HCV	000049982	$ 4,813.00	24.93%	No	$ 96.00	$ -	$ 1,804.00	4	3	No	No
HCV	000047985	$ 3,688.00	32.54%	Yes	$ 80.00	$ -	$ 1,543.00	2	1	No	No
HCV	000059738	$ 28,747.00	4.17%	No	$ 86.00	$ -	$ 1,909.00	6	4	Yes	No
HCV	000049967	$ 14,063.00	8.53%	No	$ 31.00	$ -	$ 2,650.00	7	4	No	No
HCV	000011387	$ 10,332.00	11.61%	No	$ 33.00	$ -	$ 1,267.00	1	0	Yes	Yes
HCV	000036927	$ 1,250.00	96.00%	Yes	$ -	$ 240.00	$ 2,400.00	3	2	Yes	No
HCV	000129671	$ 6,240.00	19.23%	No	$ -	$ -	$ 1,200.00	1	0	No	No
HCV	000132090	$ -	N/A	Yes	$ -	$ 133.00	$ 1,000.00	1	0	No	No
HCV	000117258	$ 9,084.00	13.21%	No	$ 84.00	$ -	$ 1,466.00	1	0	No	Yes
HCV	000090745	$ 20,102.00	5.97%	No	$ 10.00	$ -	$ 1,890.00	2	2	Yes	Yes
HCV	000046050	$ 11,316.00	10.60%	No	$ -	$ 71.00	$ 2,350.00	5	3	No	Yes
HCV	000012080	$ 9,156.00	13.11%	No	$ -	$ 463.00	$ 2,200.00	5	3	No	No
HCV	000059697	$ 1,141.00	105.17%	Yes	$ -	$ 101.00	$ 1,400.00	1	0	No	No
HCV	000059790	$ 9,060.00	13.25%	No	$ 86.00	$ -	$ 1,114.00	1	0	No	Yes
HCV	000142560	$ 1,380.00	86.96%	Yes	$ 12.00	$ -	$ 1,788.00	4	3	No	No
HCV	000091486	$ 5,436.00	22.08%	No	$ -	$ 79.00	$ 1,550.00	1	0	No	No
HCV	000068037	$ 9,156.00	13.11%	No	$ -	$ 25.00	$ 2,034.00	3	2	No	No
HCV	000018931	$ 10,491.00	11.44%	No	$ 5.00	$ -	$ 1,495.00	2	2	No	No
HCV	000035930	$ 16,120.00	7.44%	No	$ 56.00	$ -	$ 2,344.00	5	2	No	No
HCV	000036668	$ 17,081.00	7.03%	No	$ 37.00	$ -	$ 2,863.00	5	3	No	No
HCV	000034332	$ 14,400.00	8.33%	No	$ -	$ 192.00	$ 3,748.00	11	6	No	No
HCV	000017844	$ 4,835.00	24.82%	No	$ -	$ 556.00	$ 2,800.00	7	5	No	No
HCV	000107506	$ 8,716.00	13.77%	No	$ -	$ 567.00	$ 3,050.00	7	4	No	No

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
HCV	000060232	$ 16,668.00	7.20%	No	$ -	$ 186.00	$ 2,919.00	7	4	No	No
HCV	000016605	$ 4,650.00	25.81%	No	$ -	$ 224.00	$ 3,156.00	5	3	Yes	No
HCV	000023413	$ 29,086.00	4.13%	No	$ -	$ 57.00	$ 2,825.00	5	3	Yes	Yes
HCV	000093863	$ 1,197.00	100.25%	Yes	$ -	$ 262.00	$ 1,559.00	3	2	No	No
HCV	000081569	$ 13,236.00	9.07%	No	$ -	$ 179.00	$ 2,389.00	7	4	No	No
HCV	000059495	$ 17,640.00	6.80%	No	$ 73.00	$ -	$ 1,387.00	2	1	Yes	Yes
HCV	000031022	$ 3,600.00	33.33%	Yes	$ -	$ 63.00	$ 1,800.00	2	1	No	No
HCV	000027634	$ 348.00	344.83%	Yes	$ -	$ 130.00	$ 1,100.00	1	0	No	Yes
HCV	000059572	$ 11,844.00	10.13%	No	$ 78.00	$ -	$ 922.00	1	2	Yes	Yes
HCV	000097859	$ 3,000.00	40.00%	Yes	$ -	$ 179.00	$ 1,695.00	3	2	No	No
HCV	000086621	$ 20,548.00	5.84%	No	$ -	$ 35.00	$ 1,850.00	2	2	No	No
HCV	000002286	$ 240.00	500.00%	Yes	$ -	$ 423.00	$ 2,200.00	4	3	Yes	No
HCV	000145852	$ 13,699.00	8.76%	No	$ -	$ 230.00	$ 3,700.00	5	3	No	No
HCV	000069133	$ 13,493.00	8.89%	No	$ -	$ 465.00	$ 2,950.00	6	4	No	No
HCV	000019058	$ 7,200.00	16.67%	No	$ -	$ 502.00	$ 2,900.00	5	3	No	No
HCV	000060067	$ 13,352.00	8.99%	No	$ 44.00	$ -	$ 2,456.00	4	3	No	No
HCV	000093219	$ 13,169.00	9.11%	No	$ -	$ 31.00	$ 2,801.00	3	2	No	No
HCV	000043818	$ 13,937.00	8.61%	No	$ -	$ 327.00	$ 2,350.00	7	4	No	No
HCV	000013252	$ 12,898.00	9.30%	No	$ 54.00	$ -	$ 2,194.00	3	2	No	No
HCV	000095063	$ -	N/A	Yes	$ -	$ 285.00	$ 2,426.00	6	4	No	No
HCV	000044879	$ 8,268.00	14.51%	No	$ 74.00	$ -	$ 1,607.00	1	0	No	No
HCV	000039144	$ 13,511.00	8.88%	No	$ -	$ 304.00	$ 2,505.00	6	4	No	No
HCV	000096941	$ 483.00	248.45%	Yes	$ 4.00	$ -	$ 1,996.00	3	2	No	No
HCV	000097111	$ 6,000.00	20.00%	No	$ -	$ 497.00	$ 2,695.00	5	3	No	No
HCV	000094065	$ 15,204.00	7.89%	No	$ -	$ 50.00	$ 1,984.00	4	3	Yes	Yes
HCV	000020638	$ 18,540.00	6.47%	No	$ -	$ 266.00	$ 2,300.00	8	4	No	No
HCV	000125053	$ -	N/A	Yes	$ -	$ -	$ 4,760.00	5	3	No	No
HCV	000109545	$ -	N/A	Yes	$ -	$ 287.00	$ 2,844.00	4	3	No	No
HCV	000116415	$ 19,754.00	6.07%	No	$ -	$ 200.00	$ 2,200.00	5	3	No	No
HCV	000088764	$ 9,239.00	12.99%	No	$ -	$ 81.00	$ 2,350.00	5	3	No	No
HCV	000030047	$ 7,220.00	16.62%	No	$ 47.00	$ -	$ 1,853.00	1	0	No	No
HCV	000116021	$ 6,072.00	19.76%	No	$ -	$ 14.00	$ 1,243.00	1	0	Yes	No
HCV	000085789	$ 13,676.00	8.77%	No	$ -	$ 117.00	$ 2,864.00	9	5	No	No
HCV	000028639	$ 16,346.00	7.34%	No	$ -	$ 247.00	$ 2,800.00	4	3	No	No
HCV	000095185	$ 21,295.00	5.64%	No	$ -	$ 99.00	$ 2,595.00	4	3	No	No
HCV	000148423	$ 11,316.00	10.60%	No	$ -	$ 155.00	$ 2,000.00	6	4	Yes	Yes
HCV	000095501	$ 1,800.00	66.67%	Yes	$ 21.00	$ -	$ 1,481.00	3	2	No	No
HCV	000016264	$ 1,800.00	66.67%	Yes	$ 15.00	$ -	$ 4,685.00	5	3	No	No
HCV	000050968	$ 21,792.00	5.51%	No	$ -	$ 105.00	$ 2,414.00	6	3	No	No
HCV	000096283	$ 28,453.00	4.22%	No	$ -	$ 86.00	$ 4,000.00	4	2	No	No
HCV	000082224	$ -	N/A	Yes	$ -	$ 170.00	$ 1,650.00	1	0	No	No
HCV	000017866	$ 210.00	571.43%	Yes	$ 2.00	$ -	$ 3,148.00	4	3	No	No
HCV	000085490	$ 31,004.00	3.87%	No	$ 7.00	$ -	$ 2,849.00	9	5	No	No
HCV	000093068	$ 3,887.00	30.87%	Yes	$ 85.00	$ -	$ 1,980.00	2	2	No	No
HCV	000091704	$ 7,695.00	15.59%	No	$ 2.00	$ -	$ 1,343.00	2	1	No	No
HCV	000021337	$ 7,748.00	15.49%	No	$ -	$ 212.00	$ 2,258.00	6	4	No	No
HCV	000015170	$ 4,872.00	24.63%	No	$ -	$ 244.00	$ 2,200.00	5	3	No	No
HCV	000093275	$ 4,800.00	25.00%	No	$ 86.00	$ -	$ 1,480.00	1	0	No	No
HCV	000068890	$ 7,848.00	15.29%	No	$ -	$ 181.00	$ 2,900.00	4	3	No	No
HCV	000116937	$ 6,000.00	20.00%	No	$ -	$ 657.00	$ 5,425.00	11	6	No	No
HCV	000016952	$ 10,560.00	11.36%	No	$ -	$ 10.00	$ 1,535.00	3	2	No	No
HCV	000014756	$ 7,200.00	16.67%	No	$ -	$ 590.00	$ 3,200.00	7	4	No	No
HCV	000091588	$ -	N/A	Yes	$ -	$ 97.00	$ 1,323.00	1	0	Yes	No
HCV	000037790	$ 480.00	250.00%	Yes	$ 4.00	$ -	$ 2,834.00	6	3	No	No
HCV	000032044	$ -	N/A	Yes	$ -	$ 90.00	$ 2,300.00	3	2	No	No
HCV	000096065	$ 24,507.00	4.90%	No	$ 91.00	$ -	$ 2,609.00	4	3	No	No

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
HCV	000116238	$ 12,912.00	9.29%	No	$ -	$ 325.00	$ 2,600.00	7	4	No	No
HCV	000060718	$ 11,604.00	10.34%	No	$ 23.00	$ -	$ 2,827.00	2	2	Yes	No
HCV	000096853	$ -	N/A	Yes	$ -	$ 200.00	$ 1,500.00	4	2	No	No
HCV	000050310	$ 15,192.00	7.90%	No	$ -	$ 297.00	$ 2,856.00	8	5	No	Yes
HCV	000117775	$ 12,880.00	9.32%	No	$ 50.00	$ -	$ 3,050.00	2	2	Yes	No
HCV	000117931	$ 9,635.00	12.45%	No	$ 65.00	$ -	$ 2,130.00	3	2	No	No
HCV	000030425	$ 20,767.00	5.78%	No	$ -	$ 161.00	$ 2,500.00	3	2	Yes	No
HCV	000020620	$ 4,036.00	29.73%	No	$ 65.00	$ -	$ 3,365.00	4	3	No	No
HCV	000096681	$ 9,156.00	13.11%	No	$ 53.00	$ -	$ 3,347.00	3	2	No	No
HCV	000096463	$ -	N/A	Yes	$ -	$ -	$ 2,950.00	2	2	No	No
HCV	000021692	$ -	N/A	Yes	$ -	$ 120.00	$ 2,400.00	3	2	No	No
HCV	000097653	$ 1,800.00	66.67%	Yes	$ -	$ 217.00	$ 2,500.00	2	2	No	No
HCV	000036753	$ 22,758.00	5.27%	No	$ -	$ 99.00	$ 6,338.00	8	5	No	No
HCV	000081757	$ 672.00	178.57%	Yes	$ -	$ 145.00	$ 2,200.00	5	3	No	No
HCV	000118360	$ 14,400.00	8.33%	No	$ 78.00	$ -	$ 2,446.00	7	4	No	No
HCV	000119620	$ 10,416.00	11.52%	No	$ 95.00	$ -	$ 1,305.00	1	0	No	Yes
HCV	000097063	$ -	N/A	Yes	$ -	$ 156.00	$ 975.00	1	0	No	No
HCV	000030388	$ 7,284.00	16.47%	No	$ -	$ 5.00	$ 2,304.00	2	2	No	No
HCV	000097729	$ 2,520.00	47.62%	Yes	$ -	$ 110.00	$ 1,100.00	1	0	No	No
HCV	000121764	$ 3,730.00	32.17%	Yes	$ 93.00	$ -	$ 1,482.00	1	0	No	No
HCV	000039155	$ 10,092.00	11.89%	No	$ -	$ 225.00	$ 1,174.00	4	3	No	No
HCV	000120716	$ 11,316.00	10.60%	No	$ 69.00	$ -	$ 1,557.00	2	2	No	No
HCV	000118916	$ 1,356.00	88.50%	Yes	$ -	$ 164.00	$ 2,393.00	4	2	No	No
HCV	000123813	$ 16,959.00	7.08%	No	$ 28.00	$ -	$ 2,258.00	5	2	No	No
HCV	000126234	$ 12,526.00	9.58%	No	$ 66.00	$ -	$ 1,559.00	4	2	No	No
HCV	000106005	$ 9,600.00	12.50%	No	$ -	$ 29.00	$ 1,665.00	3	2	No	No
HCV	000120460	$ -	N/A	Yes	$ 25.00	$ -	$ 1,875.00	3	2	No	No
HCV	000118642	$ -	N/A	Yes	$ -	$ 156.00	$ 1,400.00	1	0	No	No
HCV	000124335	$ 2,700.00	44.44%	Yes	$ -	$ 189.00	$ 1,275.00	2	2	No	No
HCV	000087085	$ 7,392.00	16.23%	No	$ 64.00	$ -	$ 1,098.00	1	0	Yes	Yes
HCV	000118708	$ 7,284.00	16.47%	No	$ -	$ 22.00	$ 1,500.00	2	2	Yes	No
HCV	000123349	$ 6,887.00	17.42%	No	$ 72.00	$ -	$ 1,428.00	1	0	No	No
HCV	000120694	$ 4,844.00	24.77%	No	$ -	$ 12.00	$ 1,145.00	1	0	No	No
HCV	000120662	$ 4,872.00	24.63%	No	$ 11.00	$ -	$ 1,119.00	1	0	No	No
HCV	000118382	$ -	N/A	Yes	$ -	$ -	$ 1,800.00	1	0	No	No
HCV	000109057	$ 13,833.00	8.67%	No	$ 68.00	$ -	$ 1,332.00	3	2	No	No
HCV	000118898	$ 30.00	4000.00%	Yes	$ -	$ 182.00	$ 1,650.00	3	2	No	No
HCV	000046763	$ 6,276.00	19.12%	No	$ 14.00	$ -	$ 1,440.00	1	0	No	Yes
HCV	000123455	$ 10,920.00	10.99%	No	$ -	$ 23.00	$ 2,801.00	4	3	No	No
HCV	000119844	$ 5,448.00	22.03%	No	$ 33.00	$ -	$ 1,299.00	2	1	Yes	Yes
HCV	000100629	$ 10,968.00	10.94%	No	$ 12.00	$ -	$ 1,038.00	2	2	Yes	No
HCV	000122639	$ 14,247.00	8.42%	No	$ 87.00	$ -	$ 1,588.00	4	3	No	No
HCV	000082032	$ 7,925.00	15.14%	No	$ -	$ 80.00	$ 800.00	3	2	No	No
HCV	000017078	$ 10,362.00	11.58%	No	$ -	$ 51.00	$ 770.00	4	3	Yes	No
HCV	000122513	$ 10,400.00	11.54%	No	$ 10.00	$ -	$ 1,590.00	4	3	No	No
HCV	000068977	$ 8,055.00	14.90%	No	$ -	$ 171.00	$ 1,000.00	3	2	No	No
HCV	000011985	$ -	N/A	Yes	$ -	$ -	$ 2,300.00	3	2	No	No
HCV	000034142	$ -	N/A	Yes	$ 50.00	$ -	$ 1,600.00	1	0	No	No
HCV	000122111	$ 7,284.00	16.47%	No	$ -	$ 18.00	$ 1,044.00	2	2	No	No
HCV	000018621	$ 9,878.00	12.15%	No	$ -	$ 46.00	$ 1,400.00	5	3	No	No
HCV	000122421	$ 8,040.00	14.93%	No	$ 13.00	$ -	$ 1,487.00	2	1	No	Yes
HCV	000000467	$ 16,104.00	7.45%	No	$ -	$ 70.00	$ 1,620.00	2	2	No	No
HCV	000013334	$ 10,692.00	11.22%	No	$ -	$ 29.00	$ 2,343.00	4	2	No	No
HCV	000079747	$ 11,028.00	10.88%	No	$ -	$ 167.00	$ 1,200.00	4	3	No	No
HCV	000126100	$ -	N/A	Yes	$ -	$ 348.00	$ 1,685.00	3	2	No	No
HCV	000121122	$ 37.00	3243.24%	Yes	$ -	$ 4.00	$ 1,700.00	2	2	No	No

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
HCV	000085182	$ 8,454.00	14.19%	No	$ 65.00	$ -	$ 1,070.00	1	0	No	No
HCV	000120928	$ -	N/A	Yes	$ -	$ 286.00	$ 1,500.00	5	3	No	No
HCV	000124323	$ 7,728.00	15.53%	No	$ 27.00	$ -	$ 1,173.00	1	0	Yes	No
HCV	000015792	$ 9,156.00	13.11%	No	$ -	$ 100.00	$ 2,921.00	5	3	Yes	No
HCV	000123961	$ 11,292.00	10.63%	No	$ 4.00	$ -	$ 1,048.00	1	0	No	Yes
HCV	000120740	$ 10,740.00	11.17%	No	$ -	$ 21.00	$ 900.00	2	2	No	Yes
HCV	000121958	$ -	N/A	Yes	$ -	$ 250.00	$ 1,400.00	4	3	No	No
HCV	000119618	$ 4,843.00	24.78%	No	$ -	$ 148.00	$ 2,000.00	4	2	No	No
HCV	000043385	$ 10,968.00	10.94%	No	$ 94.00	$ -	$ 2,081.00	1	2	Yes	No
HCV	000064451	$ 2,700.00	44.44%	Yes	$ 58.00	$ -	$ 1,359.00	2	1	No	Yes
HCV	000087800	$ 30,689.00	3.91%	No	$ 76.00	$ -	$ 2,780.00	8	5	No	No
HCV	000118894	$ 32,758.00	3.66%	No	$ -	$ 25.00	$ 1,800.00	6	3	No	No
HCV	000105989	$ -	N/A	Yes	$ -	$ 580.00	$ 2,568.00	5	3	No	No
HCV	000082025	$ -	N/A	Yes	$ -	$ 646.00	$ 2,700.00	4	3	No	No
HCV	000121126	$ 18,300.00	6.56%	No	$ 70.00	$ -	$ 3,030.00	4	3	No	Yes
HCV	000045566	$ -	N/A	Yes	$ -	$ -	$ 2,210.00	1	0	No	No
HCV	000044308	$ 7,824.00	15.34%	No	$ 40.00	$ -	$ 1,228.00	1	0	No	No
HCV	000093579	$ 3,600.00	33.33%	Yes	$ -	$ 102.00	$ 1,564.00	2	2	No	No
HCV	000022983	$ 2,767.00	43.37%	Yes	$ 15.00	$ -	$ 1,885.00	3	2	No	No
HCV	000098995	$ 9,624.00	12.47%	No	$ 98.00	$ -	$ 902.00	1	0	Yes	Yes
HCV	000103127	$ 6,961.00	17.24%	No	$ 9.00	$ -	$ 1,491.00	2	1	No	No
HCV	000123979	$ 2,880.00	41.67%	Yes	$ 24.00	$ -	$ 3,129.00	8	4	No	No
HCV	000143101	$ -	N/A	Yes	$ -	$ -	$ 1,746.00	3	2	No	No
HCV	000092491	$ 8,400.00	14.29%	No	$ -	$ 404.00	$ 3,950.00	9	5	No	No
HCV	000096005	$ 13,368.00	8.98%	No	$ -	$ 55.00	$ 2,900.00	6	3	No	No
HCV	000095263	$ 10,120.00	11.86%	No	$ -	$ 21.00	$ 2,358.00	5	3	No	No
HCV	000040944	$ 11,316.00	10.60%	No	$ 65.00	$ -	$ 1,304.00	1	2	Yes	Yes
HCV	000101663	$ 3,600.00	33.33%	Yes	$ -	$ 191.00	$ 1,895.00	4	2	No	No
HCV	000038531	$ 11,316.00	10.60%	No	$ -	$ 12.00	$ 1,215.00	1	0	Yes	Yes
HCV	000065054	$ 11,172.00	10.74%	No	$ -	$ 194.00	$ 3,950.00	7	4	No	Yes
HCV	000083436	$ -	N/A	Yes	$ -	$ 130.00	$ 1,260.00	1	0	Yes	No
HCV	000145253	$ 14,640.00	8.20%	No	$ 28.00	$ -	$ 2,457.00	4	3	No	No
HCV	000027765	$ 192.00	625.00%	Yes	$ 2.00	$ -	$ 1,348.00	2	1	No	No
HCV	000098389	$ 6,204.00	19.34%	No	$ 34.00	$ -	$ 1,249.00	1	0	Yes	No
HCV	000065604	$ 8,820.00	13.61%	No	$ 17.00	$ -	$ 1,473.00	4	3	No	No
HCV	000095921	$ -	N/A	Yes	$ -	$ -	$ 1,750.00	2	1	No	No
HCV	000036428	$ 10,079.00	11.91%	No	$ -	$ 483.00	$ 3,250.00	6	3	No	No
HCV	000081195	$ 31,472.00	3.81%	No	$ -	$ 45.00	$ 3,422.00	4	3	No	No
HCV	000120650	$ 7,200.00	16.67%	No	$ 77.00	$ -	$ 1,255.00	2	1	No	Yes
HCV	000097283	$ 17,847.00	6.72%	No	$ -	$ 427.00	$ 2,362.00	7	5	No	No
HCV	000060846	$ 27,773.00	4.32%	No	$ 38.00	$ -	$ 2,944.00	5	3	No	No
HCV	000117873	$ 11,076.00	10.83%	No	$ 25.00	$ -	$ 1,575.00	2	2	Yes	No
HCV	000094139	$ 7,676.00	15.63%	No	$ 16.00	$ -	$ 3,434.00	4	3	No	No
HCV	000121768	$ 9,156.00	13.11%	No	$ -	$ 40.00	$ 1,825.00	3	2	No	No
HCV	000087968	$ 16,716.00	7.18%	No	$ -	$ -	$ 1,105.00	3	2	Yes	No
HCV	000102843	$ 3,600.00	33.33%	Yes	$ 66.00	$ -	$ 1,484.00	3	2	No	No
HCV	000033444	$ 4,872.00	24.63%	No	$ -	$ 108.00	$ 1,440.00	1	0	No	No
HCV	000060378	$ 11,604.00	10.34%	No	$ 92.00	$ -	$ 1,408.00	1	0	Yes	Yes
HCV	000035986	$ 19,926.00	6.02%	No	$ 74.00	$ -	$ 2,727.00	7	4	No	No
HCV	000091149	$ 36,691.00	3.27%	No	$ 91.00	$ -	$ 1,659.00	6	4	No	No
HCV	000047924	$ 8,700.00	13.79%	No	$ -	$ 148.00	$ 1,853.00	4	3	No	No
HCV	000064348	$ 4,200.00	28.57%	No	$ 69.00	$ -	$ 3,431.00	5	3	No	No
HCV	000116946	$ 765.00	156.86%	Yes	$ -	$ 124.00	$ 1,251.00	1	0	Yes	No
HCV	000124807	$ 21,830.00	5.50%	No	$ -	$ 132.00	$ 3,467.00	5	3	No	No
HCV	000092219	$ 997.00	120.36%	Yes	$ -	$ 382.00	$ 3,200.00	7	3	No	No
HCV	000018405	$ 1,842.00	65.15%	Yes	$ 48.00	$ -	$ 1,163.00	1	0	Yes	No

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
HCV	000010152	$ 1,677.00	71.56%	Yes	$ -	$ 789.00	$ 3,799.00	6	4	No	No
HCV	000123889	$ 1,800.00	66.67%	Yes	$ -	$ 219.00	$ 2,050.00	3	2	No	No
HCV	000122353	$ 15,060.00	7.97%	No	$ -	$ 243.00	$ 3,580.00	4	3	Yes	No
HCV	000082737	$ 5,039.00	23.81%	No	$ -	$ 301.00	$ 4,050.00	8	4	No	No
HCV	000119068	$ -	N/A	Yes	$ -	$ 175.00	$ 2,059.00	2	2	No	No
HCV	000101339	$ 25,526.00	4.70%	No	$ 5.00	$ -	$ 3,138.00	5	3	No	No
HCV	000062223	$ 11,556.00	10.38%	No	$ 74.00	$ -	$ 2,866.00	2	2	Yes	No
HCV	000085484	$ 27,341.00	4.39%	No	$ 55.00	$ -	$ 2,868.00	5	3	No	No
HCV	000082125	$ 6,000.00	20.00%	No	$ -	$ 490.00	$ 2,992.00	7	4	No	No
HCV	000028357	$ 11,111.00	10.80%	No	$ -	$ 541.00	$ 3,324.00	9	5	No	No
HCV	000132850	$ 2,644.00	45.39%	Yes	$ -	$ 421.00	$ 2,800.00	5	3	No	No
HCV	000119604	$ 1,200.00	100.00%	Yes	$ 10.00	$ -	$ 2,990.00	4	3	No	No
HCV	000088693	$ 13,692.00	8.76%	No	$ -	$ 187.00	$ 2,405.00	4	3	Yes	No
HCV	000124271	$ 12,697.00	9.45%	No	$ 19.00	$ -	$ 2,511.00	4	3	Yes	No
HCV	000060874	$ 10,124.00	11.85%	No	$ -	$ 30.00	$ 2,874.00	2	2	No	No
HCV	000017552	$ 11,028.00	10.88%	No	$ -	$ 86.00	$ 2,395.00	4	3	Yes	No
HCV	000063466	$ 12,396.00	9.68%	No	$ -	$ 499.00	$ 3,308.00	8	5	Yes	No
HCV	000085322	$ -	N/A	Yes	$ -	$ 769.00	$ 3,386.00	6	4	No	No
HCV	000001116	$ 11,316.00	10.60%	No	$ 79.00	$ -	$ 1,196.00	2	1	Yes	Yes
HCV	000127350	$ 4,872.00	24.63%	No	$ -	$ 41.00	$ 1,450.00	1	0	Yes	No
HCV	000089187	$ -	N/A	Yes	$ 7.00	$ -	$ 3,590.00	5	4	No	No
HCV	000090022	$ 2,294.00	52.31%	Yes	$ -	$ 588.00	$ 2,132.00	4	2	No	No
HCV	000112357	$ 420.00	285.71%	Yes	$ -	$ 189.00	$ 1,500.00	3	2	No	No
HCV	000065314	$ 13,848.00	8.67%	No	$ -	$ 305.00	$ 3,186.00	4	3	Yes	Yes
HCV	000094263	$ 9,600.00	12.50%	No	$ -	$ 83.00	$ 2,350.00	5	3	No	No
HCV	000068338	$ 16,668.00	7.20%	No	$ 43.00	$ -	$ 3,357.00	7	4	No	No
HCV	000138973	$ 4,056.00	29.59%	No	$ -	$ 146.00	$ 1,500.00	4	2	No	No
HCV	000115789	$ 9,600.00	12.50%	No	$ -	$ 204.00	$ 2,737.00	4	2	No	No
HCV	000096965	$ 2,892.00	41.49%	Yes	$ -	$ 593.00	$ 2,950.00	6	4	No	No
HCV	000115649	$ 27,857.00	4.31%	No	$ -	$ 7.00	$ 2,856.00	9	5	No	No
HCV	000084174	$ -	N/A	Yes	$ -	$ 626.00	$ 3,184.00	4	2	No	No
HCV	000136360	$ 21,024.00	5.71%	No	$ -	$ 15.00	$ 2,405.00	5	3	Yes	No
HCV	000136367	$ 10,188.00	11.78%	No	$ -	$ 388.00	$ 3,345.00	5	3	Yes	No
HCV	000148555	$ 11,520.00	10.42%	No	$ 18.00	$ -	$ 1,797.00	2	2	Yes	Yes
HCV	000068403	$ -	N/A	Yes	$ -	$ -	$ 2,520.00	4	2	No	No
HCV	000046123	$ 11,207.00	10.71%	No	$ -	$ 371.00	$ 2,774.00	4	3	No	Yes
HCV	000006710	$ 29,873.00	4.02%	No	$ 94.00	$ -	$ 3,556.00	4	3	No	No
HCV	000033625	$ 10,572.00	11.35%	No	$ -	$ 172.00	$ 2,686.00	3	2	Yes	No
HCV	000126108	$ 2,400.00	50.00%	Yes	$ -	$ 108.00	$ 2,400.00	3	2	No	No
HCV	000097851	$ 14,784.00	8.12%	No	$ -	$ 336.00	$ 3,500.00	6	3	No	No
HCV	000142770	$ 11,844.00	10.13%	No	$ 99.00	$ -	$ 1,384.00	1	0	Yes	Yes
HCV	000122259	$ 11,316.00	10.60%	No	$ 6.00	$ -	$ 2,874.00	2	2	No	No
HCV	000122147	$ 16,476.00	7.28%	No	$ -	$ 47.00	$ 2,582.00	2	2	No	No
HCV	000042324	$ 11,556.00	10.38%	No	$ 59.00	$ -	$ 1,341.00	1	0	Yes	No
HCV	000142921	$ 12,144.00	9.88%	No	$ -	$ 33.00	$ 2,422.00	5	4	No	No
HCV	000142807	$ 3,600.00	33.33%	Yes	$ -	$ 162.00	$ 2,100.00	4	2	No	No
HCV	000037417	$ 24,456.00	4.91%	No	$ -	$ 30.00	$ 3,666.00	6	4	No	No
HCV	000064178	$ 17,052.00	7.04%	No	$ -	$ 1.00	$ 2,697.00	3	2	No	No
HCV	000142631	$ -	N/A	Yes	$ -	$ 597.00	$ 2,834.00	6	3	No	No
HCV	000016371	$ 13,608.00	8.82%	No	$ -	$ 103.00	$ 3,925.00	7	4	Yes	No
HCV	000116855	$ 9,156.00	13.11%	No	$ 43.00	$ -	$ 3,032.00	3	2	Yes	No
HCV	000014119	$ 9,524.00	12.60%	No	$ -	$ 221.00	$ 1,807.00	2	2	No	No
HCV	000091735	$ 26,478.00	4.53%	No	$ -	$ 57.00	$ 4,100.00	4	3	No	No
HCV	000096735	$ 14,515.00	8.27%	No	$ -	$ 211.00	$ 1,701.00	3	2	No	No
HCV	000012006	$ 4,872.00	24.63%	No	$ -	$ 70.00	$ 1,650.00	1	1	Yes	No
HCV	000035430	$ 12,765.00	9.40%	No	$ -	$ 512.00	$ 4,500.00	7	4	No	No

HCV Demographic Report as of May 1, 2025
Families Paying Less Than $100 Monthly Rent

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
HCV	000118165	$ 7,284.00	16.47%	No	$ -	$ 38.00	$ 2,254.00	2	2	No	No
HCV	000068301	$ 528.00	227.27%	Yes	$ -	$ 37.00	$ 1,550.00	1	0	No	No
HCV	000098379	$ 53.00	2264.15%	Yes	$ -	$ 205.00	$ 4,200.00	4	3	No	No
HCV	000145640	$ 33,688.00	3.56%	No	$ 35.00	$ -	$ 4,007.00	7	4	No	No
HCV	000114843	$ -	N/A	Yes	$ -	$ -	$ 2,100.00	2	1	Yes	No
HCV	000142584	$ -	N/A	Yes	$ -	$ 442.00	$ 1,970.00	3	2	No	No
HCV	000117529	$ 5,004.00	23.98%	No	$ -	$ 68.00	$ 2,222.00	2	1	No	No
HCV	000043346	$ 26,000.00	4.62%	No	$ 17.00	$ -	$ 3,479.00	5	3	No	No
HCV	000142173	$ -	N/A	Yes	$ -	$ -	$ 2,570.00	2	1	No	No
HCV	000094399	$ 3,000.00	40.00%	Yes	$ -	$ 296.00	$ 3,200.00	5	3	No	No
HCV	000145275	$ 11,604.00	10.34%	No	$ -	$ 75.00	$ 2,900.00	6	3	No	No
HCV	000089913	$ 4,800.00	25.00%	No	$ -	$ 173.00	$ 1,937.00	5	3	No	No
HCV	000091240	$ -	N/A	Yes	$ -	$ 360.00	$ 2,600.00	5	3	No	No
HCV	000015590	$ 11,604.00	10.34%	No	$ -	$ 142.00	$ 1,890.00	2	2	Yes	No
HCV	000094327	$ -	N/A	Yes	$ -	$ 435.00	$ 2,190.00	6	3	No	No
HCV	000145207	$ 660.00	181.82%	Yes	$ -	$ 104.00	$ 1,556.00	3	2	No	No
HCV	000120894	$ 27,303.00	4.40%	No	$ -	$ 215.00	$ 3,789.00	9	5	No	No
HCV	000119318	$ 7,200.00	16.67%	No	$ 24.00	$ -	$ 1,428.00	1	0	No	No
HCV	000145429	$ -	N/A	Yes	$ -	$ 388.00	$ 2,662.00	2	2	No	No
HCV	000089539	$ 12,912.00	9.29%	No	$ -	$ 342.00	$ 3,228.00	5	3	No	No
HCV	000074791	$ 14,376.00	8.35%	No	$ -	$ -	$ 1,800.00	2	2	Yes	No
HCV	000015853	$ 26,088.00	4.60%	No	$ -	$ 99.00	$ 3,516.00	6	4	No	No
HCV	000134912	$ 10,092.00	11.89%	No	$ -	$ 398.00	$ 2,713.00	5	3	No	No
HCV	000027943	$ 4,152.00	28.90%	No	$ 94.00	$ -	$ 1,406.00	1	0	No	Yes
HCV	000015978	$ 24,252.00	4.95%	No	$ -	$ 25.00	$ 2,840.00	5	3	Yes	No
HCV	000059427	$ 9,688.00	12.39%	No	$ -	$ 13.00	$ 2,900.00	1	2	Yes	Yes
HCV	000086661	$ -	N/A	Yes	$ -	$ 209.00	$ 2,991.00	8	5	No	No
HCV	000012504	$ 3,998.00	30.02%	Yes	$ -	$ 157.00	$ 2,806.00	4	2	No	No
HCV	000096435	$ 11,328.00	10.59%	No	$ 19.00	$ -	$ 2,131.00	3	2	No	No
HCV	000145582	$ 2,023.00	59.32%	Yes	$ -	$ 325.00	$ 3,600.00	4	3	No	No
HCV	000065515	$ 22,284.00	5.39%	No	$ -	$ 108.00	$ 3,710.00	5	3	No	No
HCV	000059620	$ 11,556.00	10.38%	No	$ 24.00	$ -	$ 2,271.00	1	2	Yes	Yes
HCV	000120224	$ 1,270.00	94.49%	Yes	$ -	$ 139.00	$ 2,900.00	3	2	Yes	No
HCV	000089352	$ 7,308.00	16.42%	No	$ 43.00	$ -	$ 1,250.00	1	0	Yes	Yes
HCV	000145788	$ 1,200.00	100.00%	Yes	$ -	$ 136.00	$ 1,700.00	1	0	Yes	No
HCV	000145785	$ 2,100.00	57.14%	Yes	$ -	$ 597.00	$ 3,684.00	4	3	No	No
HCV	000119608	$ -	N/A	Yes	$ -	$ -	$ 1,700.00	1	0	No	No
HCV	000084577	$ 5,400.00	22.22%	No	$ 37.00	$ -	$ 1,525.00	1	0	Yes	No
HCV	000062226	$ 3,060.00	39.22%	Yes	$ -	$ 308.00	$ 3,250.00	5	3	No	No
HCV	000122949	$ 29,280.00	4.10%	No	$ 65.00	$ -	$ 3,085.00	5	3	No	No
HCV	000145882	$ -	N/A	Yes	$ -	$ 626.00	$ 3,242.00	4	3	Yes	No
HCV	000145820	$ 9,156.00	13.11%	No	$ -	$ 42.00	$ 2,803.00	3	2	No	No
HCV	000059382	$ -	N/A	Yes	$ -	$ -	$ 2,080.00	1	0	No	No
HCV	000099727	$ -	N/A	Yes	$ -	$ 211.00	$ 2,063.00	2	2	No	No
HCV	000099161	$ 9,600.00	12.50%	No	$ -	$ 138.00	$ 3,800.00	4	3	No	No
HCV	000145784	$ 9,660.00	12.42%	No	$ -	$ 217.00	$ 2,620.00	4	2	No	No
HCV	000094445	$ 37,440.00	3.21%	No	$ 14.00	$ -	$ 3,586.00	9	5	No	No
HCV	000007625	$ 11,556.00	10.38%	No	$ 81.00	$ -	$ 1,746.00	1	2	Yes	Yes
HCV	000146032	$ 11,556.00	10.38%	No	$ 71.00	$ -	$ 2,729.00	2	2	Yes	Yes
HCV	000082253	$ 12,912.00	9.29%	No	$ -	$ 330.00	$ 3,800.00	5	3	No	No
HCV	000134316	$ 15,938.00	7.53%	No	$ -	$ 72.00	$ 4,200.00	7	4	No	No
HCV	000086584	$ 2,400.00	50.00%	Yes	$ -	$ 99.00	$ 1,800.00	1	0	No	No
HCV	000089356	$ 3,564.00	33.67%	Yes	$ 53.00	$ -	$ 4,280.00	5	3	No	No
HCV	000129251	$ -	N/A	Yes	$ -	$ 133.00	$ 1,069.00	1	0	Yes	No
HCV	000065389	$ 4,800.00	25.00%	No	$ -	$ 36.00	$ 1,550.00	1	0	No	No
HCV	000061904	$ -	N/A	Yes	$ -	$ -	$ 2,800.00	3	2	No	No

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
HCV	000118746	$ 25,740.00	4.66%	No	$ -	$ 188.00	$ 4,000.00	7	4	Yes	No
HCV	000047246	$ 11,208.00	10.71%	No	$ 70.00	$ -	$ 1,798.00	1	2	Yes	No
HCV	000059200	$ 288.00	416.67%	Yes	$ 2.00	$ -	$ 1,416.00	3	2	No	No
HCV	000084416	$ 1,381.00	86.89%	Yes	$ -	$ 614.00	$ 3,332.00	5	3	No	No
HCV	000115220	$ -	N/A	Yes	$ -	$ -	$ 1,600.00	1	0	No	No
HCV	000110069	$ -	N/A	Yes	$ -	$ -	$ 1,600.00	4	3	No	No
HCV	000047139	$ 4,872.00	24.63%	No	$ 4.00	$ -	$ 1,366.00	2	1	Yes	No
HCV	000148750	$ 2,400.00	50.00%	Yes	$ 20.00	$ -	$ 2,730.00	7	4	No	No
HCV	000105951	$ 19,628.00	6.11%	No	$ -	$ 331.00	$ 3,636.00	6	4	No	No
HCV	000067685	$ 10,968.00	10.94%	No	$ -	$ 62.00	$ 2,825.00	5	4	No	No
HCV	000059226	$ 11,604.00	10.34%	No	$ -	$ 186.00	$ 1,600.00	1	2	Yes	No
HCV	000088272	$ 7,200.00	16.67%	No	$ -	$ 293.00	$ 3,525.00	5	3	No	No
HCV	000061365	$ 7,284.00	16.47%	No	$ -	$ 29.00	$ 2,263.00	3	2	No	No
HCV	000142915	$ 11,028.00	10.88%	No	$ -	$ 389.00	$ 3,140.00	7	3	No	No
HCV	000012053	$ 35,022.00	3.43%	No	$ 93.00	$ -	$ 3,747.00	7	4	No	No
HCV	000036630	$ -	N/A	Yes	$ -	$ 769.00	$ 3,695.00	7	4	No	No
HCV	000145359	$ 11,316.00	10.60%	No	$ 22.00	$ -	$ 1,602.00	1	0	Yes	No
HCV	000127772	$ 5,837.00	20.56%	No	$ 3.00	$ -	$ 1,399.00	1	0	Yes	No
HCV	000134089	$ 1,800.00	66.67%	Yes	$ -	$ 122.00	$ 1,595.00	3	2	No	No
HCV	000142893	$ 12,059.00	9.95%	No	$ -	$ 351.00	$ 3,333.00	5	3	No	No
HCV	000015671	$ 1,800.00	66.67%	Yes	$ 15.00	$ -	$ 4,085.00	8	5	No	No
HCV	000114184	$ -	N/A	Yes	$ -	$ -	$ 4,150.00	6	4	No	No
HCV	000115301	$ 4,872.00	24.63%	No	$ -	$ 11.00	$ 1,309.00	1	0	No	No
HCV	000016208	$ 423.00	283.69%	Yes	$ -	$ 243.00	$ 1,628.00	3	2	No	No
HCV	000027790	$ 11,316.00	10.60%	No	$ 44.00	$ -	$ 1,527.00	1	0	Yes	Yes
HCV	000133071	$ 11,760.00	10.20%	No	$ -	$ 423.00	$ 4,091.00	6	4	No	No
HCV	000079524	$ 14,784.00	8.12%	No	$ -	$ 233.00	$ 1,877.00	7	4	No	No
HCV	000090885	$ 24,510.00	4.90%	No	$ -	$ 93.00	$ 3,200.00	6	3	No	No
HCV	000033314	$ 11,412.00	10.52%	No	$ -	$ 6.00	$ 3,345.00	4	3	No	No
HCV	000125287	$ 3,600.00	33.33%	Yes	$ -	$ 261.00	$ 2,100.00	2	1	No	No
HCV	000099983	$ 14,891.00	8.06%	No	$ 11.00	$ -	$ 3,489.00	5	3	No	No
HCV	000095843	$ 12,300.00	9.76%	No	$ -	$ 345.00	$ 3,062.00	5	3	No	No
HCV	000093359	$ 2,400.00	50.00%	Yes	$ -	$ 139.00	$ 1,553.00	3	2	No	No
HCV	000122237	$ 8,820.00	13.61%	No	$ -	$ 169.00	$ 3,500.00	6	4	No	No
HCV	000092853	$ 11,316.00	10.60%	No	$ -	$ 56.00	$ 2,800.00	5	3	Yes	No
HCV	000090761	$ 26,088.00	4.60%	No	$ 7.00	$ -	$ 3,222.00	5	3	No	No
HCV	000089224	$ 67.00	1791.04%	Yes	$ -	$ 174.00	$ 2,248.00	3	3	No	No
HCV	000143070	$ 42.00	2857.14%	Yes	$ 2.00	$ -	$ 1,699.00	1	0	No	No
HCV	000021102	$ 4,800.00	25.00%	No	$ -	$ 233.00	$ 2,019.00	5	3	No	No
HCV	000029519	$ 4,872.00	24.63%	No	$ 25.00	$ -	$ 2,000.00	1	1	No	No
HCV	000145471	$ 20,384.00	5.89%	No	$ -	$ 107.00	$ 2,929.00	4	3	No	No
HCV	000124113	$ 3,600.00	33.33%	Yes	$ -	$ 97.00	$ 2,975.00	3	2	No	No
HCV	000145570	$ 4,313.00	27.82%	No	$ -	$ 96.00	$ 2,000.00	3	2	No	No
HCV	000148613	$ 6,120.00	19.61%	No	$ -	$ 284.00	$ 2,744.00	4	2	No	No
HCV	000116041	$ 23,952.00	5.01%	No	$ -	$ 102.00	$ 4,100.00	8	4	No	No
HCV	000043611	$ -	N/A	Yes	$ -	$ -	$ 1,960.00	2	0	No	No
HCV	000120898	$ 9,257.00	12.96%	No	$ -	$ 213.00	$ 2,325.00	3	2	No	No
HCV	000089204	$ 12,912.00	9.29%	No	$ -	$ 38.00	$ 2,800.00	5	3	No	No
HCV	000142854	$ -	N/A	Yes	$ -	$ 646.00	$ 2,500.00	5	3	No	No
HCV	000063071	$ -	N/A	Yes	$ -	$ 672.00	$ 3,300.00	5	3	No	No
HCV	000035060	$ 1,116.00	107.53%	Yes	$ -	$ 207.00	$ 2,790.00	4	2	No	No
PBV	000122519	$ 2,400.00	50.00%	Yes	$ 48.00	$ -	$ 3,203.00	2	2	No	No
PBV	000131087	$ 840.00	142.86%	Yes	$ 7.00	$ -	$ 3,244.00	4	3	No	No
PBV	000132069	$ 720.00	166.67%	Yes	$ 6.00	$ -	$ 3,245.00	8	4	No	No
PBV	000118988	$ -	N/A	Yes	$ -	$ -	$ 3,251.00	7	4	No	No
PBV	000109871	$ -	N/A	Yes	$ -	$ -	$ 3,251.00	7	4	No	No

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
PBV	000114108	$ 3,960.00	30.30%	Yes	$ 33.00	$ -	$ 3,218.00	8	5	No	No
PBV	000050121	$ -	N/A	Yes	$ -	$ -	$ 3,251.00	4	3	No	No
PBV	000114204	$ 2,088.00	57.47%	Yes	$ 52.00	$ -	$ 1,688.00	1	1	No	No
PBV	000110907	$ 240.00	500.00%	Yes	$ 6.00	$ -	$ 1,734.00	1	1	No	No
PBV	000104521	$ 2,460.00	48.78%	Yes	$ 62.00	$ -	$ 1,678.00	1	1	No	No
PBV	000114658	$ 3,180.00	37.74%	Yes	$ 27.00	$ -	$ 3,224.00	9	5	No	No
PBV	000114316	$ 3,000.00	40.00%	Yes	$ 27.00	$ -	$ 3,224.00	5	3	No	No
PBV	000112177	$ 4,764.00	25.19%	No	$ 47.00	$ -	$ 3,204.00	7	4	No	No
PBV	000086483	$ -	N/A	Yes	$ -	$ -	$ 3,251.00	6	3	No	No
PBV	000109541	$ -	N/A	Yes	$ -	$ -	$ 1,740.00	2	1	No	No
PBV	000146703	$ 3,216.00	37.31%	Yes	$ 35.00	$ -	$ 3,216.00	5	3	No	Yes
PBV	000130320	$ -	N/A	Yes	$ -	$ -	$ 3,251.00	4	3	No	No
PBV	000062406	$ 16,536.00	7.26%	No	$ -	$ -	$ -	1	0	No	Yes
PBV	000048701	$ 4,977.00	24.11%	No	$ -	$ 131.00	$ 2,350.00	1	2	No	Yes
PBV	000082260	$ 15,551.00	7.72%	No	$ 5.00	$ -	$ 844.00	4	2	No	No
PBV	000125365	$ 12,298.00	9.76%	No	$ 27.00	$ -	$ 2,323.00	5	3	No	No
PBV	000018659	$ 11,604.00	10.34%	No	$ 35.00	$ -	$ 2,315.00	2	2	Yes	No
PBV	000134638	$ 12,732.00	9.43%	No	$ -	$ 37.00	$ 3,325.00	5	3	No	No
PBV	000069623	$ 7,800.00	15.38%	No	$ -	$ 74.00	$ 2,350.00	3	2	No	No
PBV	000116662	$ 2,400.00	50.00%	Yes	$ -	$ 195.00	$ 2,350.00	2	2	No	Yes
PBV	000134812	$ 3,600.00	33.33%	Yes	$ -	$ 174.00	$ 849.00	3	2	No	No
PBV	000048940	$ 9,742.00	12.32%	No	$ -	$ 65.00	$ 2,350.00	3	2	No	Yes
PBV	000033074	$ 11,316.00	10.60%	No	$ 28.00	$ -	$ 2,322.00	1	0	Yes	Yes
PBV	000086818	$ 11,556.00	10.38%	No	$ 34.00	$ -	$ 2,316.00	1	2	Yes	Yes
PBV	000036629	$ 11,604.00	10.34%	No	$ 35.00	$ -	$ 2,315.00	1	0	Yes	Yes
PBV	000134686	$ 14,401.00	8.33%	No	$ -	$ -	$ 2,350.00	2	2	No	No
PBV	000059306	$ 11,616.00	10.33%	No	$ 36.00	$ -	$ 2,314.00	2	2	Yes	Yes
PBV	000061762	$ 4,600.00	26.09%	No	$ -	$ 161.00	$ 2,350.00	4	2	No	No
PBV	000040396	$ 11,268.00	10.65%	No	$ 27.00	$ -	$ 2,323.00	2	2	No	Yes
PBV	000028694	$ 2,988.00	40.16%	Yes	$ -	$ 180.00	$ 2,350.00	1	0	No	Yes
PBV	000062194	$ 12,768.00	9.40%	No	$ 64.00	$ -	$ 2,286.00	1	0	Yes	No
PBV	000060730	$ 8,863.00	13.54%	No	$ -	$ 33.00	$ 2,350.00	2	2	Yes	Yes
PBV	000015363	$ 6,000.00	20.00%	No	$ -	$ 81.00	$ 849.00	3	2	No	No
PBV	000079495	$ -	N/A	Yes	$ -	$ 307.00	$ 3,325.00	4	3	No	No
PBV	000107681	$ 17,891.00	6.71%	No	$ -	$ 5.00	$ 4,000.00	10	4	No	No
PBV	000134730	$ 12,399.00	9.68%	No	$ 41.00	$ -	$ 2,309.00	4	2	No	No
PBV	000062707	$ 11,328.00	10.59%	No	$ -	$ 60.00	$ 3,325.00	5	3	No	No
PBV	000018211	$ 12,055.00	9.95%	No	$ 26.00	$ -	$ 1,260.00	5	3	No	No
PBV	000062498	$ 4,872.00	24.63%	No	$ -	$ 34.00	$ 1,800.00	1	1	No	No
PBV	000037776	$ 8,490.00	14.13%	No	$ 24.00	$ -	$ 644.00	1	1	Yes	Yes
PBV	000052112	$ 6,600.00	18.18%	No	$ -	$ 157.00	$ 980.00	6	3	No	No
PBV	000108639	$ -	N/A	Yes	$ -	$ 307.00	$ 3,325.00	6	3	No	No
PBV	000042089	$ 11,604.00	10.34%	No	$ -	$ 48.00	$ 1,800.00	1	0	Yes	Yes
PBV	000079716	$ 1,254.00	95.69%	Yes	$ -	$ 106.00	$ 1,800.00	1	0	No	No
PBV	000035153	$ 7,555.00	15.88%	No	$ -	$ 56.00	$ 2,350.00	2	2	No	No
PBV	000048745	$ 4,656.00	25.77%	No	$ -	$ 145.00	$ 2,350.00	3	3	No	Yes
PBV	000039860	$ 11,599.00	10.35%	No	$ 35.00	$ -	$ 2,315.00	1	2	Yes	Yes
PBV	000022960	$ 2,124.00	56.50%	Yes	$ -	$ 288.00	$ 3,325.00	3	3	No	Yes
PBV	000062925	$ 11,556.00	10.38%	No	$ 97.00	$ -	$ 1,703.00	1	0	Yes	Yes
PBV	000082947	$ 6,612.00	18.15%	No	$ -	$ 27.00	$ 1,800.00	2	1	No	No
PBV	000063384	$ 15,932.00	7.53%	No	$ 43.00	$ -	$ 3,282.00	6	4	No	No
PBV	000086098	$ 11,337.00	10.58%	No	$ 28.00	$ -	$ 2,322.00	2	1	Yes	Yes
PBV	000062078	$ 6,276.00	19.12%	No	$ -	$ 31.00	$ 1,800.00	2	1	No	Yes
PBV	000037308	$ 11,316.00	10.60%	No	$ 91.00	$ -	$ 1,709.00	1	0	Yes	Yes
PBV	000128712	$ 10,512.00	11.42%	No	$ -	$ 275.00	$ 1,093.00	6	4	No	No
PBV	000148744	$ 11,316.00	10.60%	No	$ 28.00	$ -	$ 2,322.00	1	2	Yes	Yes

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
PBV	000063829	$ 19,478.00	6.16%	No	$ -	$ 107.00	$ 1,180.00	7	4	No	No
PBV	000018814	$ 10,440.00	11.49%	No	$ 6.00	$ -	$ 2,344.00	1	2	Yes	Yes
PBV	000017479	$ 11,160.00	10.75%	No	$ 34.00	$ -	$ 2,316.00	1	0	No	No
PBV	000062922	$ 11,604.00	10.34%	No	$ 98.00	$ -	$ 1,702.00	1	1	Yes	No
PBV	000146797	$ 2,364.00	50.76%	Yes	$ -	$ 267.00	$ 1,068.00	3	3	No	No
PBV	000061165	$ 10,257.00	11.70%	No	$ -	$ 110.00	$ 3,325.00	6	3	No	No
PBV	000080814	$ 3,600.00	33.33%	Yes	$ -	$ 241.00	$ 3,325.00	5	3	No	No
PBV	000063290	$ 11,028.00	10.88%	No	$ -	$ 111.00	$ 4,000.00	6	4	No	No
PBV	000042991	$ 12,732.00	9.43%	No	$ 68.00	$ -	$ 2,282.00	1	2	Yes	No
PBV	000132200	$ 7,272.00	16.50%	No	$ -	$ 73.00	$ 2,350.00	1	2	Yes	No
PBV	000081632	$ 13,215.00	9.08%	No	$ -	$ 13.00	$ 3,325.00	4	3	No	No
PBV	000089302	$ 16,668.00	7.20%	No	$ -	$ 97.00	$ 4,600.00	8	5	No	No
PBV	000134344	$ 4,872.00	24.63%	No	$ -	$ 133.00	$ 2,350.00	2	2	Yes	No
PBV	000132138	$ 11,885.00	10.10%	No	$ 42.00	$ -	$ 2,308.00	2	2	No	No
PBV	000134436	$ 17,124.00	7.01%	No	$ 83.00	$ -	$ 2,267.00	4	2	Yes	No
PBV	000092421	$ 10,362.00	11.58%	No	$ -	$ 10.00	$ 2,350.00	3	2	No	No
Homeownership	000005719	$ 15,448.00	7.77%	No	$ -	$ 880.00	$ 535.00	1	0	Yes	Yes
Homeownership	000069756	$ 16,105.00	7.45%	No	$ -	$ 1,364.00	$ 780.00	2	2	Yes	Yes
RAD PBV	000063207	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	3	2	No	No
RAD PBV	000117369	$ 3,060.00	39.22%	Yes	$ 67.00	$ -	$ 1,384.00	1	1	No	Yes
RAD PBV	000026852	$ 3,096.00	38.76%	Yes	$ 65.00	$ -	$ 1,195.00	2	2	No	No
RAD PBV	000031417	$ 1,200.00	100.00%	Yes	$ 18.00	$ -	$ 1,433.00	2	2	No	No
RAD PBV	000044186	$ 960.00	125.00%	Yes	$ 12.00	$ -	$ 1,439.00	3	2	No	No
RAD PBV	000046398	$ -	N/A	Yes	$ -	$ -	$ 1,260.00	3	2	No	No
RAD PBV	000133025	$ 2,400.00	50.00%	Yes	$ 60.00	$ -	$ 1,317.00	1	1	No	No
RAD PBV	000034525	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	1	2	No	No
RAD PBV	000040881	$ 1,868.00	64.24%	Yes	$ 35.00	$ -	$ 1,225.00	3	2	No	No
RAD PBV	000133027	$ 3,600.00	33.33%	Yes	$ 78.00	$ -	$ 1,182.00	2	2	No	No
RAD PBV	000085088	$ 2,160.00	55.56%	Yes	$ 32.00	$ -	$ 1,345.00	2	2	Yes	No
RAD PBV	000104823	$ 660.00	181.82%	Yes	$ 6.00	$ -	$ 1,445.00	2	2	No	No
RAD PBV	000026616	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	3	2	No	No
RAD PBV	000133045	$ 180.00	666.67%	Yes	$ 5.00	$ -	$ 1,446.00	1	0	No	No
RAD PBV	000071178	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	1	2	Yes	Yes
RAD PBV	000052020	$ 2,160.00	55.56%	Yes	$ 20.00	$ -	$ 1,431.00	4	2	No	Yes
RAD PBV	000086405	$ 3,600.00	33.33%	Yes	$ 80.00	$ -	$ 1,371.00	1	2	No	Yes
RAD PBV	000038648	$ 2,772.00	43.29%	Yes	$ 69.00	$ -	$ 1,191.00	1	0	No	No
RAD PBV	000015598	$ -	N/A	Yes	$ -	$ -	$ 2,076.00	5	3	No	No
RAD PBV	000044195	$ 4,656.00	25.77%	No	$ 95.00	$ -	$ 1,165.00	2	2	No	Yes
RAD PBV	000064587	$ 4,620.00	25.97%	No	$ 58.00	$ -	$ 1,393.00	5	2	No	Yes
RAD PBV	000074671	$ 3,342.00	35.91%	Yes	$ 62.00	$ -	$ 1,389.00	4	2	No	No
RAD PBV	000047425	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	3	2	No	No
RAD PBV	000133050	$ 4,658.00	25.76%	No	$ 95.00	$ -	$ 1,356.00	2	2	No	Yes
RAD PBV	000148376	$ 3,600.00	33.33%	Yes	$ 80.00	$ -	$ 1,180.00	2	2	Yes	Yes
RAD PBV	000148547	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	1	0	Yes	No
RAD PBV	000044394	$ -	N/A	Yes	$ -	$ -	$ 1,260.00	2	1	No	No
RAD PBV	000139750	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	3	2	No	No
RAD PBV	000048946	$ 3,144.00	38.17%	Yes	$ 43.00	$ -	$ 1,927.00	4	2	No	No
RAD PBV	000111237	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	3	2	No	No
RAD PBV	000130330	$ -	N/A	Yes	$ -	$ -	$ 1,260.00	4	2	No	No
RAD PBV	000048747	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	2	2	No	No
RAD PBV	000045012	$ 3,120.00	38.46%	Yes	$ 26.00	$ -	$ 1,944.00	8	3	No	No
RAD PBV	000029239	$ -	N/A	Yes	$ -	$ -	$ 1,804.00	7	3	No	No
RAD PBV	000146297	$ 1,200.00	100.00%	Yes	$ 10.00	$ -	$ 1,441.00	4	2	No	No
RAD PBV	000133059	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	1	0	No	No
RAD PBV	000050705	$ 2,172.00	55.25%	Yes	$ 54.00	$ -	$ 1,397.00	2	2	No	No
RAD PBV	000145952	$ -	N/A	Yes	$ -	$ -	$ 1,804.00	6	4	No	No

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
RAD PBV	000131075	$ 3,312.00	36.23%	Yes	$ 71.00	$ -	$ 1,189.00	2	2	No	No
RAD PBV	000050791	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	3	2	No	No
RAD PBV	000133055	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	3	2	No	No
RAD PBV	000027881	$ -	N/A	Yes	$ -	$ -	$ 1,260.00	3	2	No	No
RAD PBV	000080661	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	4	2	No	No
RAD PBV	000062321	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	5	2	No	No
RAD PBV	000124299	$ -	N/A	Yes	$ -	$ -	$ 1,283.00	2	1	No	No
RAD PBV	000049983	$ -	N/A	Yes	$ -	$ -	$ 2,076.00	6	3	No	No
RAD PBV	000133068	$ 4,656.00	25.77%	No	$ 95.00	$ -	$ 1,356.00	3	2	No	Yes
RAD PBV	000133070	$ -	N/A	Yes	$ -	$ -	$ 1,377.00	2	2	No	Yes
RAD PBV	000025444	$ -	N/A	Yes	$ -	$ -	$ 1,283.00	5	2	No	No
RAD PBV	000050647	$ 2,784.00	43.10%	Yes	$ 58.00	$ -	$ 1,202.00	3	2	No	No
RAD PBV	000049813	$ 2,201.00	54.52%	Yes	$ 31.00	$ -	$ 1,229.00	4	2	No	No
RAD PBV	000133069	$ -	N/A	Yes	$ -	$ -	$ 1,451.00	1	2	No	No
RAD PBV	000133046	$ -	N/A	Yes	$ -	$ -	$ 1,104.00	1	1	No	No
RAD PBV	000074725	$ 1,428.00	84.03%	Yes	$ 36.00	$ -	$ 1,068.00	1	1	No	No
RAD PBV	000142547	$ 2,400.00	50.00%	Yes	$ 60.00	$ -	$ 2,016.00	3	2	No	No
RAD PBV	000082471	$ -	N/A	Yes	$ -	$ -	$ 1,260.00	1	2	No	No
Mainstream	000127932	$ 3,600.00	33.33%	Yes	$ -	$ 189.00	$ 1,850.00	3	2	Yes	No
Mainstream	000127246	$ 1,688.00	71.09%	Yes	$ -	$ 121.00	$ 1,545.00	1	0	Yes	No
Mainstream	000079829	$ 624.00	192.31%	Yes	$ 6.00	$ -	$ 1,814.00	1	0	Yes	No
Mainstream	000127708	$ 7,284.00	16.47%	No	$ 7.00	$ -	$ 1,318.00	2	1	Yes	No
Mainstream	000099413	$ 4,872.00	24.63%	No	$ 15.00	$ -	$ 1,985.00	1	0	Yes	No
Mainstream	000129309	$ -	N/A	Yes	$ -	$ -	$ 1,470.00	1	0	Yes	No
Mainstream	000030002	$ 11,316.00	10.60%	No	$ 33.00	$ -	$ 2,177.00	2	2	Yes	No
Mainstream	000095855	$ 9,183.00	13.07%	No	$ -	$ 26.00	$ 2,700.00	4	3	Yes	No
NED	000031115	$ 41,648.00	2.88%	No	$ -	$ -	$ -	2	1	Yes	No
NED	000087592	$ -	N/A	Yes	$ -	$ -	$ 1,650.00	3	2	Yes	No
NED	000042323	$ 11,604.00	10.34%	No	$ -	$ 513.00	$ 2,450.00	4	4	Yes	Yes
NED	000059932	$ 11,604.00	10.34%	No	$ 22.00	$ -	$ 1,059.00	2	1	Yes	No
NED	000122555	$ 11,316.00	10.60%	No	$ 16.00	$ -	$ 1,679.00	3	2	Yes	No
NED	000084181	$ 19,992.00	6.00%	No	$ 94.00	$ -	$ 1,890.00	1	2	Yes	No
NED	000093327	$ 4,872.00	24.63%	No	$ -	$ 24.00	$ 1,369.00	1	0	No	No
NED	000043124	$ 11,724.00	10.24%	No	$ -	$ 164.00	$ 1,750.00	1	2	Yes	No
NED	000014465	$ 9,324.00	12.87%	No	$ 70.00	$ -	$ 1,401.00	2	1	No	Yes
NED	000100453	$ 11,100.00	10.81%	No	$ -	$ 33.00	$ 1,750.00	2	2	Yes	No
NED	000030844	$ 14,916.00	8.05%	No	$ -	$ 138.00	$ 2,800.00	5	3	Yes	No
NED	000002789	$ 11,196.00	10.72%	No	$ 88.00	$ -	$ 1,312.00	1	1	Yes	No
NED	000070961	$ 7,860.00	15.27%	No	$ 54.00	$ -	$ 1,381.00	1	0	Yes	No
NED	000013379	$ 11,316.00	10.60%	No	$ 28.00	$ -	$ 2,072.00	2	2	Yes	No
NED	000103361	$ 10,092.00	11.89%	No	$ 27.00	$ -	$ 1,148.00	1	0	Yes	No
NED	000092961	$ 10,092.00	11.89%	No	$ 27.00	$ -	$ 1,023.00	1	0	Yes	No
NED	000066184	$ 12,216.00	9.82%	No	$ 81.00	$ -	$ 794.00	1	0	Yes	No
NED	000129131	$ 3,100.00	38.71%	Yes	$ -	$ 147.00	$ 1,300.00	1	0	Yes	No
NED	000119888	$ 17,916.00	6.70%	No	$ -	$ 32.00	$ 2,550.00	7	4	Yes	No
NED	000105645	$ 11,316.00	10.60%	No	$ -	$ 1.00	$ 2,500.00	3	2	Yes	No
NED	000129459	$ 5,805.00	20.67%	No	$ -	$ 114.00	$ 2,000.00	3	2	Yes	No
NED	000128354	$ -	N/A	Yes	$ -	$ -	$ 2,080.00	1	0	Yes	No
NED	000093387	$ 5,004.00	23.98%	No	$ 4.00	$ -	$ 921.00	1	0	Yes	No
HCV Port-In	000117734	$ 10,908.00	11.00%	No	$ -	$ -	$ -	1	0	No	No
HCV Port-In	000148170	$ 1,812.00	66.23%	Yes	$ 33.00	$ -	$ 2,126.00	2	2	No	No
HCV Port-In	000145971	$ 11,316.00	10.60%	No	$ 52.00	$ -	$ 2,259.00	3	2	Yes	No
HCV Port-In	000144593	$ 6,264.00	19.16%	No	$ 25.00	$ -	$ 1,796.00	2	1	Yes	No
HCV Port-In	000146695	$ 39.00	3076.92%	Yes	$ -	$ 461.00	$ 1,908.00	2	2	No	No
HCV Port-In	000146738	$ 11,028.00	10.88%	No	$ -	$ 378.00	$ 3,322.00	4	3	No	No
HCV Port-In	000088906	$ -	N/A	Yes	$ -	$ -	$ 4,250.00	6	4	No	No

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
HCV Port-In	000046717	$ 9,816.00	12.22%	No	$ 61.00	$ -	$ 2,914.00	3	2	No	Yes
HCV Port-In	000048735	$ -	N/A	Yes	$ -	$ 747.00	$ 3,851.00	6	4	No	No
HCV Port-Out	000016105	$ -	N/A	Yes	$ -	$ -	$ 805.00	4	4	Yes	No
HCV Port-Out	000006557	$ -	N/A	Yes	$ -	$ -	$ 918.00	4	3	No	No
TPV	000068660	$ -	N/A	Yes	$ -	$ -	$ 3,251.00	6	3	No	No
TPV	000107763	$ -	N/A	Yes	$ -	$ -	$ 3,251.00	5	3	No	No
TPV	000145552	$ -	N/A	Yes	$ -	$ -	$ 3,251.00	4	3	No	No
TPV	000011864	$ 2,088.00	57.47%	Yes	$ 52.00	$ -	$ 1,688.00	1	1	No	No
TPV	000007709	$ -	N/A	Yes	$ -	$ 376.00	$ 4,400.00	6	4	No	No
TPV	000129642	$ -	N/A	Yes	$ -	$ -	$ 2,990.00	3	2	No	No
TPV	000145263	$ 7,320.00	16.39%	No	$ -	$ 230.00	$ 745.00	3	2	No	No
TPV	000121384	$ 10,896.00	11.01%	No	$ 84.00	$ -	$ 1,343.00	2	1	Yes	No
HUD-VASH	000116626	$ 7,680.00	15.63%	No	$ -	$ -	$ -	1	0	Yes	No
HUD-VASH	000084570	$ -	N/A	Yes	$ -	$ -	$ 395.00	2	1	Yes	No
HUD-VASH	000061678	$ -	N/A	Yes	$ -	$ -	$ 463.00	1	0	No	Yes
HUD-VASH	000070942	$ -	N/A	Yes	$ -	$ -	$ -	1	0	Yes	Yes
HUD-VASH	000088679	$ -	N/A	Yes	$ -	$ -	$ -	3	2	Yes	No
HUD-VASH	000062531	$ -	N/A	Yes	$ -	$ -	$ 136.00	1	1	Yes	No
HUD-VASH	000146438	$ -	N/A	Yes	$ -	$ 93.00	$ 1,795.00	1	0	Yes	Yes
HUD-VASH	000115159	$ 8,592.00	13.97%	No	$ 73.00	$ -	$ 1,191.00	1	0	Yes	Yes
HUD-VASH	000118908	$ 406.00	295.57%	Yes	$ 3.00	$ -	$ 1,372.00	1	0	Yes	No
HUD-VASH	000025064	$ 11,844.00	10.13%	No	$ 41.00	$ -	$ 1,459.00	2	2	Yes	Yes
HUD-VASH	000132863	$ -	N/A	Yes	$ -	$ 156.00	$ 1,275.00	1	0	Yes	No
HUD-VASH	000143575	$ -	N/A	Yes	$ -	$ 133.00	$ 1,100.00	1	0	Yes	No
HUD-VASH	000031621	$ 4,872.00	24.63%	No	$ 62.00	$ -	$ 1,388.00	1	0	Yes	No
HUD-VASH	000085304	$ 2,055.00	58.39%	Yes	$ 41.00	$ -	$ 1,009.00	1	0	Yes	Yes
HUD-VASH	000116720	$ 5,304.00	22.62%	No	$ 1.00	$ -	$ 1,149.00	1	0	No	No
HUD-VASH	000115073	$ 2,055.00	58.39%	Yes	$ 41.00	$ -	$ 1,009.00	1	0	Yes	Yes
HUD-VASH	000090919	$ -	N/A	Yes	$ -	$ 97.00	$ 1,328.00	1	0	Yes	No
HUD-VASH	000091309	$ -	N/A	Yes	$ -	$ 97.00	$ 1,135.00	1	0	No	No
HUD-VASH	000108532	$ -	N/A	Yes	$ -	$ 132.00	$ 1,338.00	1	0	Yes	No
HUD-VASH	000116893	$ 1,320.00	90.91%	Yes	$ 33.00	$ -	$ 1,667.00	1	0	No	No
HUD-VASH	000108598	$ 2,055.00	58.39%	Yes	$ 41.00	$ -	$ 1,009.00	1	0	Yes	Yes
HUD-VASH	000108860	$ -	N/A	Yes	$ -	$ -	$ 1,500.00	3	2	Yes	No
HUD-VASH	000115295	$ -	N/A	Yes	$ -	$ -	$ 1,220.00	1	0	Yes	No
HUD-VASH	000115590	$ -	N/A	Yes	$ -	$ 156.00	$ 1,050.00	1	0	Yes	No
HUD-VASH	000116180	$ 8,782.00	13.66%	No	$ -	$ 5.00	$ 1,381.00	1	0	Yes	No
HUD-VASH	000062966	$ 6,449.00	18.61%	No	$ -	$ 5.00	$ 1,323.00	1	0	Yes	Yes
HUD-VASH	000116471	$ 3,300.00	36.36%	Yes	$ -	$ 159.00	$ 2,400.00	2	2	Yes	No
HUD-VASH	000117007	$ -	N/A	Yes	$ -	$ -	$ 1,400.00	1	0	No	No
HUD-VASH	000142911	$ -	N/A	Yes	$ -	$ -	$ 1,700.00	1	0	Yes	No
HUD-VASH	000117468	$ 15,300.00	7.84%	No	$ 90.00	$ -	$ 1,360.00	1	0	Yes	No
HUD-VASH	000117171	$ 2,106.00	56.98%	Yes	$ -	$ 254.00	$ 1,450.00	1	0	No	No
HUD-VASH	000117223	$ 14,769.00	8.13%	No	$ 76.00	$ -	$ 1,374.00	1	0	No	No
HUD-VASH	000117366	$ 4,163.00	28.83%	No	$ 94.00	$ -	$ 1,491.00	1	0	Yes	No
HUD-VASH	000145434	$ -	N/A	Yes	$ -	$ 133.00	$ 1,764.00	1	0	Yes	No
HUD-VASH	000045869	$ 11,544.00	10.40%	No	$ 82.00	$ -	$ 1,318.00	1	0	Yes	Yes
HUD-VASH	000117430	$ 2,055.00	58.39%	Yes	$ -	$ 115.00	$ 1,250.00	1	0	Yes	No
HUD-VASH	000117520	$ -	N/A	Yes	$ -	$ 147.00	$ 1,679.00	1	0	Yes	No
HUD-VASH	000117703	$ -	N/A	Yes	$ -	$ -	$ 1,058.00	1	0	Yes	Yes
HUD-VASH	000132367	$ 11,412.00	10.52%	No	$ 60.00	$ -	$ 1,290.00	1	0	Yes	Yes
HUD-VASH	000129664	$ 2,055.00	58.39%	Yes	$ 41.00	$ -	$ 1,559.00	1	0	Yes	No
HUD-VASH	000098075	$ 72.00	1666.67%	Yes	$ 1.00	$ -	$ 1,349.00	1	0	Yes	Yes
HUD-VASH	000129617	$ -	N/A	Yes	$ -	$ 215.00	$ 1,250.00	1	0	Yes	No
HUD-VASH	000132315	$ 2,055.00	58.39%	Yes	$ 41.00	$ -	$ 1,659.00	1	0	Yes	No
HUD-VASH	000115240	$ 4,656.00	25.77%	No	$ 10.00	$ -	$ 1,035.00	1	0	Yes	Yes

HCV Demographic Report as of May 1, 2025
Families Paying Less Than $100 Monthly Rent

Voucher Increment	Entity ID	Gross Annual Income	Minimum Rent as % of Gross Income	Rent Burdened Under Activity	Current Tenant Rent	Current Utility Reimbursement	Current Monthly HAP	Family Members	Voucher Bedroom Size	Disabled	Elderly
HUD-VASH	000115433	$ -	N/A	Yes	$ -	$ 194.00	$ 1,506.00	1	0	No	No
HUD-VASH	000134146	$ -	N/A	Yes	$ -	$ -	$ 1,700.00	1	0	Yes	No
HUD-VASH	000146353	$ -	N/A	Yes	$ -	$ 41.00	$ 1,834.00	1	0	Yes	No
HUD-VASH	000088238	$ -	N/A	Yes	$ -	$ -	$ 1,100.00	1	0	Yes	No
HUD-VASH	000118209	$ 10,644.00	11.27%	No	$ 74.00	$ -	$ 2,136.00	2	1	No	Yes
HUD-VASH	000105485	$ 3,895.00	30.81%	Yes	$ 50.00	$ -	$ 2,694.00	6	4	No	No
HUD-VASH	000142618	$ -	N/A	Yes	$ -	$ -	$ 1,700.00	1	0	Yes	No
HUD-VASH	000134050	$ -	N/A	Yes	$ -	$ -	$ 1,400.00	1	0	Yes	No
HUD-VASH	000046549	$ 2,106.00	56.98%	Yes	$ 43.00	$ -	$ 1,257.00	1	0	No	Yes
HUD-VASH	000142811	$ 2,106.00	56.98%	Yes	$ 43.00	$ -	$ 1,524.00	1	0	Yes	No
HUD-VASH	000086787	$ -	N/A	Yes	$ -	$ 273.00	$ 1,085.00	1	0	Yes	No
HUD-VASH	000148446	$ 4,872.00	24.63%	No	$ 19.00	$ -	$ 1,931.00	1	0	Yes	No
HUD-VASH	000087341	$ -	N/A	Yes	$ -	$ 57.00	$ 1,543.00	1	0	No	No
HUD-VASH	000030052	$ -	N/A	Yes	$ -	$ 133.00	$ 1,105.00	1	0	Yes	No
HUD-VASH	000145718	$ -	N/A	Yes	$ -	$ -	$ 1,700.00	1	0	Yes	No
HUD-VASH	000146242	$ 4,872.00	24.63%	No	$ 19.00	$ -	$ 1,815.00	1	0	Yes	No
HUD-VASH	000145961	$ 5,010.00	23.95%	No	$ 23.00	$ -	$ 1,760.00	1	0	Yes	No
HUD-VASH	000123621	$ -	N/A	Yes	$ -	$ 615.00	$ 3,335.00	5	3	No	No
HUD-VASH	000146690	$ -	N/A	Yes	$ -	$ 93.00	$ 1,797.00	1	0	Yes	No
HUD-VASH	000146511	$ 3,648.00	32.89%	Yes	$ -	$ 30.00	$ 1,500.00	1	0	Yes	No
HUD-VASH	000148277	$ -	N/A	Yes	$ -	$ 133.00	$ 1,308.00	1	0	Yes	No
HUD-VASH	000146428	$ 4,062.00	29.54%	No	$ 92.00	$ -	$ 1,608.00	1	0	Yes	Yes
HUD-VASH	000126994	$ 4,656.00	25.77%	No	$ -	$ 26.00	$ 1,310.00	1	0	Yes	Yes
HUD-VASH	000148202	$ -	N/A	Yes	$ -	$ 156.00	$ 1,500.00	1	0	No	No
VASH Project-Based	000145639	$ 2,055.00	58.39%	Yes	$ 41.00	$ -	$ 1,279.00	1	0	Yes	No
VASH Project-Based	000093120	$ -	N/A	Yes	$ -	$ -	$ 1,375.00	1	0	No	No

RESOLUTION NO. 25-05

HAWAII PUBLIC HOUSING AUTHORITY
STATE OF HAWAII

RESOLUTION APPROVING THE HAWAII PUBLIC HOUSING AUTHORITY'S AMENDED ANNUAL PUBLIC HOUSING AGENCY PLAN FOR FISCAL YEAR 2025-2026 AND AMENDED MOVING TO WORK SUPPLEMENT FOR FISCAL YEAR 2025-2026

WHEREAS the Hawaii Public Housing Authority (HPHA) is required to submit an Annual Public Housing Agency (PHA) Plan to the U.S. Department of Housing and Urban Development (HUD) to be eligible to receive public housing operating and capital funds and Section 8 Housing Assistance Payments funds and administrative fees.

WHEREAS the Annual PHA Plan serves as a comprehensive guide to the HPHA's mission and the policies, programs, operations, and strategies it will use to meet local housing needs and other goals.

WHEREAS the HPHA was admitted as a participant in HUD's Moving to Work (MTW) Demonstration Program Expansion in 2021 as part of the Landlord Incentive Cohort and is required to submit an MTW Supplement as an addendum to its Annual PHA Plans.

WHEREAS the HPHA's MTW Supplements provide HUD, program participants, and the public with updated information on all planned and ongoing MTW activities over each fiscal year.

WHEREAS on May 29, 2025, the HPHA Board of Directors authorized the Executive Director to hold a public hearing on proposed amendments to the current Annual PHA Plan for Fiscal Year 2025-2026 and MTW Supplement for Fiscal Year 2025-2026 and undertake all actions necessary to accept and respond to comments received from the public and Resident Advisory Board.

WHEREAS the HPHA posted the draft Amended Annual PHA Plan for Fiscal Year 2025-2026 and draft Amended MTW Supplement for Fiscal Year 2025-2026 on its website for a 45-calendar day public comment period, made drafts available at its administrative office and all Asset Management Project offices, and published a public hearing notice in a major newspaper on each island.

WHEREAS on July 21, 2025, the HPHA held a public hearing to receive and consider feedback from the community regarding the Amended Annual PHA Plan for Fiscal Year 2025-2026 and Amended MTW Supplement for Fiscal Year 2025-2026.

WHEREAS on July 8, 2025, and August 12, 2025, the HPHA met with the Resident Advisory Board to present all proposed changes in the Amended Annual PHA Plan for Fiscal Year 2025-2026 and Amended MTW Supplement for Fiscal Year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED by the HPHA Board of Directors that:

1. The HPHA Board of Directors approves the Amended PHA Plan for Fiscal Year 2025-2026 and the Amended MTW Supplement for Fiscal Year 2025-2026; and
2. The Executive Director is hereby authorized to take the required actions needed to submit the Amended Annual PHA Plan for Fiscal Year 2025-2026 and the Amended MTW Supplement for Fiscal Year 2025-2026 to HUD.

The UNDERSIGNED hereby certifies that the foregoing Resolution No. 25-05 was duly approved by the Directors of the Hawaii Public Housing Authority on October 16, 2025.

Adopted by the Board of Directors
On the date set forth above.

____

Robert J. Hall
Chairperson

Approved by the Executive Director [initials]
October 16, 2025

FOR ACTION

MOTION: To: Approve Resolution No. 25-06 Authorizing the Executive Director or His Designee to Prepare, Execute, and Submit a Disposition Application (HUD Forms 52860 and 52860-A) to the U.S. Department of Housing and Urban Development's (HUD) Special Applications Center (SAC) for the Kapaa Homes Redevelopment (Redevelopment), Located in Kapaa, Hawaii, (TMK Nos. (4) 4-5-015:007, (4) 4-5-015-038 and (4) 4-5-015-042)

(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 related to this motion.)

I. FACTS

A. Kapaa Homes, located at 4726 Malu Road, Kapaa, Hawaii 96746, is an approximately 4.405-acre public housing site consisting of 36 public housing units and one non-dwelling structure, built in the 1960s and determined to be physically obsolete.

B. HPHA entered into a Disposition and Development Agreement (DDA) with Highridge Costa Development Company (HCDC) on February 24, 2025, to redevelop the Kapaa Homes site with a total of 124 residential units, including 18 Restore-Rebuild units and additional mixed-income units.

C. HPHA is required to submit HUD Forms 52860 and 52860-A to the Special Applications Center (SAC) under Section 18 of the U.S. Housing Act and 24 CFR 970.17(c) for approval to dispose of public housing units. As part of its submittal to the SAC, HPHA is required to provide a signed board resolution authorizing the submission of its Section 18 Application. (See Attachment A)

II. DISCUSSION

A. The Redevelopment requires the disposition of nineteen buildings totaling 36 existing units. The Redevelopment will involve a disposition of land by ground lease. Demolition of buildings and units will only occur after HUD's approval of the disposition of the property.

B. The proposed Redevelopment will result in 124 units, for households at or below 80% of Area Median Income in which one (1) unit is an exempt manager's unit.

C. SAC's approval of the Section 18 Application will enable HPHA and HCDC to proceed with relocation, site clearance, and redevelopment activities necessary to transform the Kapaa Homes site into a modern affordable housing community.

D. The Redevelopment will be financed with Low-Income Housing Tax Credits and other non-HUD sources.

E. The Redevelopment supports HPHA's goals to increase affordable housing, improve quality of life for current and future residents, and maximize public-private financing strategies for housing development.

F. HCDC and HPHA are finalizing the selection of the relocation consultant. The consultant is expected to initiate resident outreach and tenant interviews to coordinate relocation services. It is anticipated that Tenant Protection Vouchers will be offered to affected households. The redevelopment will include 18 units under the HUD Restore-Rebuild program, formerly known as Faircloth-to-RAD.

G. The HPHA staff seeks the Board's authorization for the Executive Director, or his designee, to prepare and submit all necessary HUD disposition applications, certifications, and supporting materials in connection with the Redevelopment.

(End of Section)

III. RECOMMENDATION

That the Board of Directors: Approve Resolution No. 25-06 Authorizing the Executive Director or His Designee to Prepare, Execute, and Submit a Disposition Application (HUD Forms 52860 and 52860-A) to the U.S. Department of Housing and Urban Development's Special Applications Center for the Kapaa Homes Redevelopment, Located in Kapaa, Hawaii, (TMK Nos. (4) 4-5-015:007, (4) 4-5-015-038 and (4) 4-5-015-042)

Attachment A: HPHA Board Resolution Authorizing the Submission of a Disposition Application to the United States Department of Housing and Urban Development's Special Applications Center for the Kapaa Homes Redevelopment

Prepared by: Brian Johnson, Housing Development Specialist BRJ

Reviewed by: Carson Schultz, Development Officer CJS

Approved by the Board of Directors
on the date set forth above
[ ] As Presented [ ] As Amended

____
Robert J. Hall
Chairperson

RESOLUTION NO. 25-06

RESOLUTION AUTHORIZING THE SUBMISSION OF A DISPOSITION APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S SPECIAL APPLICATIONS CENTER FOR THE KAPAA HOMES REDEVELOPMENT

Whereas, the Board of Directors (the "Board") of the Hawaii Public Housing Authority ("HPHA") has entered into an agreement with its partner developer, Highridge Costa Development Company ("HCDC") to facilitate redevelopment of the Kapaa Homes property located at or about 4726 Malu Road, Kapaa, Hawaii 96746 (TMK Nos. (4) 4-5-015:007, (4) 4-5-015-038 and (4) 4-5-015-042) (the "Property"); and

Whereas, Kapaa Homes is an approximately 4.405-acre public housing development located in Kapaa, District of Kawaihau (Puna), Island of Kauai, consisting of thirty-six (36) dwelling units and one (1) non-dwelling structure that were built around the early 1960's; and

Whereas, HPHA plans to dispose of the existing public housing units through a ground lease for the purpose of redevelopment; and

Whereas, following the approved disposition of the property, HPHA and an affiliated limited liability company of HCDC will then demolish and redevelop the entire site with subsidized units along with up to one hundred twenty-four (124) new units within thirteen (13) buildings. Eighteen (18) of the one hundred twenty-four (124) new units will be redeveloped as Restore-Rebuild units; and

Whereas, the Property for Kapaa Homes will be divided through a combination of subdivision and Condominium Property Regime ("CPR") processes that will reflect ground lease areas associated with each phase of the redevelopment; and

Whereas, the ground lease will be based on terms from the Disposition and Development Agreement ("DDA") entered into with HPHA and HCDC for redevelopment of the Kapaa Homes property; and

Whereas, Kapaa Homes is currently subject to a Declaration of Trust between the U.S. Department of Housing and Urban Development ("HUD") and HPHA; and

Whereas, the Redevelopment of Kapaa Homes will involve the disposition of eighteen (18) residential buildings comprised of thirty-six (36) units and one (1) non-dwelling building; and

Whereas, no demolition of buildings or units will occur until HUD's disposition of the property from the Declaration of Trust; and

Whereas, following disposition, the Redevelopment will consist of 124 units for households at or below 80% of the Area Median Income in which one (1) unit is an exempt manager's unit; and

Whereas, approximately thirty-six (36) Tenant Protection Vouchers will be provided for Kapaa Homes in order to replace the thirty-six (36) public housing units that will be disposed of on the premises; and

Whereas, HCDC, in coordination with HPHA, has applied to the Hawaii Housing Finance & Development Corporation for Low Income Housing Tax Credits ("LIHTC") for the Kapaa Homes Redevelopment, and a tax credit investor to be named later will contribute equity to the project in return for a limited partnership interest; and

Whereas, as part of the financing structure necessary for the use of LIHTC, KLM Kapaa LP, a Hawaii limited partnership ("Partnership") managed by HCDC, was created to own the Kapaa Homes property after disposition from HPHA; and

Whereas, the demolition costs for Kapaa Homes will be financed, in part, with LIHTC equity and other non-HUD funds; and

Whereas, the property in Kapaa Homes was determined to meet HUD's Special Applications Center ("SAC") Section 18 physical obsolescence justification criteria as determined by a Physical Needs Assessment conducted on the property; and

Whereas, the Board is asked to approve, in concept, the disposition via ground lease of the Kapaa Homes property in an effort to improve overall community livability through the submittal of the HUD Section 18 applications, specifically HUD Forms 52860 and 52860-A; and

Whereas, HCDC and HPHA also intend to utilize HUD's Restore-Rebuild program (formerly known as Faircloth-to-RAD) to develop approximately 124 units of which 18 will be Restore Rebuild units at the redeveloped Kapaa Homes property, thereby providing these units rental subsidy through HUD's Rental Assistance Demonstration program; and

Whereas, HCDC, in coordination with HPHA, held meetings with Kapaa Homes residents to receive input relating to HPHA's disposition and the planned redevelopment; and

Whereas, the potential units to be identified as relocation resources will be decent, safe, and sanitary with rents no higher than those permitted by the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA"); and

Whereas, consultation regarding the proposed disposition and demolition has occurred with local government representatives, specifically Mayor Derek S.K. Kawakami of the County of Kauai, who supports the redevelopment; and

Whereas, HPHA desires to assist HCDC with the development, financing, and operation of Kapaa Homes and in furtherance thereof, seeks approval for the submission of SAC's Section 18 Disposition Applications under 24 CFR 970.17 (c).

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Hawaii Public Housing Authority that the Executive Director, or his designee, is hereby authorized to prepare, execute, and submit any and all applications, certifications, agreements, and other documents to the HUD SAC Office, including but not limited to HUD Section 18 Disposition applications (HUD Forms 52860 and 52860-A), in connection with the Kapaa Homes project on this 16th day of October, 2025; and

BE IT FURTHER RESOLVED THAT the HPHA hereby authorizes the Executive Director to do all things necessary and proper and to take actions to carry out the intent of this resolution.

____
Robert J. Hall
Chairperson

Approved by the Executive Director ____
October 16, 2025

FOR ACTION

MOTION: To: **(1)** Adopt Payment Standards for the Hawaii Public Housing Authority's (HPHA) Section 8 Housing Choice Voucher Program for Oahu Zip Codes Where the U.S. Department of Housing and Urban Development (HUD) Has Required the Use of Small Area Fair Market Rent (SAFMR) Effective January 1, 2026; and **(2)** Authorize the Executive Director to Implement the Payment Standards, Including Making Adjustments to the Payment Standards Between 90% and 110% Based on Projected Housing Assistance Funding Shortfall and Allowable HUD Waivers with Adequate Notice to Program Participants and Subject to HUD Approval

I. FACTS

A. The U.S. Department of Housing and Urban Development (HUD) annually estimates fair market rents (FMR) for the Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county.

B. In the administration of the Housing Choice Voucher (HCV) program, SAFMRs (i.e., FMRs established at the ZIP code–area level) replace the 50th percentile FMRs previously required in metropolitan areas with high concentrations of voucher families. SAFMRs are intended to provide families residing in such areas with access to low-poverty areas by providing rental assistance at a level that makes the higher rents in such areas affordable to them.

C. For HCV-assisted families who reside in designated SAFMR metropolitan areas, PHAs are required to use SAFMRs in establishing families' payment standards. The HPHA's Section 8 HCV program is operated in the City & County of Honolulu and is considered a "Designated SAFMR PHA."

D. 42 USC 1437f requires FMRs be posted at least 30 days before they are effective and that they are effective at the start of the federal fiscal year (generally October 1).

II. DISCUSSION

A. As required by the federal program regulations, HPHA reviews and adjusts the Payment Standards as HUD publishes the new zip code based Fair Market Rents. The payment standard was last updated at the start of the federal fiscal year and the HPHA must adjust its payment standard no later than 3 months following the effective date of the change in the FMR. As such, the HPHA must make proposed changes no later than January 1, 2026 as some zip codes were impacted.

B. The SAFMR rule establishes zip code-based FMR instead of FMR covering an entire metropolitan area. This means in high-rent areas, the FMR is higher thus creating an incentive for families to move to a neighborhood with better schools, amenities, or more job opportunities. It also means that in low-rent areas, the voucher payment standard is lower because rents are not comparable to the high-rent areas within the larger metropolitan area.

C. An analysis of the SAFMR issued by HUD indicates that average rents have increased and decreased as much as 12%, depending on the zip code, with most increases and decreases changing about 4% in each direction. HPHA groups the zip codes into 8 different tiers to establish the payment standards. By grouping the zip codes into tiers, applicants, tenants, and staff are able to efficiently check which tier their unit falls into, rather than having to check 60 different payment standards.

D. Each tier group has the same payment standard for all of the zip codes within that tier. Payment standards may not be less than 90% of the SAFMR and may not exceed 110% of the SAFMR for that particular zip code. The payment standard establishes the amount of rent that a tenant can generally look for in a particular zip code.

E. In 2022 and 2023, HUD provided PHA's the opportunity to apply for a waiver to increase their payment standards up to 120% of the SAFMR, without HUD approval to assist families who may be impacted by rent increases following the rent increase moratorium. HPHA applied and was approved for this waiver in both years. To date, HUD has continued this waiver. Thus, maximum payment standard amounts are once again capped at 110% of the SAFMR.

F. Once a unit is identified by the tenant, the unit must then also meet tests of rent reasonableness. HPHA must ensure that rents charged by owners to HCV program participants are reasonable and comparable to other rents for similar unassisted units in the marketplace. If a public housing agency approves rents that are too high, government funds are wasted and limited housing subsidies are squandered. Alternatively, if rents are approved at levels lower than comparable units in the private market, better owners and higher quality units are discouraged from participating in the program. In addition, families may be inappropriately restricted in where they can live. Determining rent reasonableness is especially critical when an agency uses its authority to set a payment standard higher than the FMR for all or a portion of its jurisdiction. Some owners will apply pressure to increase their rents to, or closer to, the payment standard. PHAs should be careful to not overpay, or the effect will be to inflate rents in a portion of the market.

G. Attached for consideration are the proposed payment standards for zip codes in the City & County of Honolulu for the HPHA's Housing Choice Voucher Program, effective January 1, 2026.

III. RECOMMENDATION

That the Board of Directors: **(1)** Adopt Payment Standards for the Hawaii Public Housing Authority's (HPHA) Section 8 Housing Choice Voucher Program for Oahu Zip Codes Where the U.S. Department of Housing and Urban Development (HUD) Has Required the Use of Small Area Fair Market Rent (SAFMR) Effective January 1, 2026; and **(2)** Authorize the Executive Director to Implement the Payment Standards, Including Making Adjustments to the Payment Standards Between 90% and 110% Based on Projected Housing Assistance Funding Shortfall and Allowable HUD Waivers with Adequate Notice to Program Participants and Subject to HUD Approval

Attachment A: Urban Honolulu, HI MSA Small Area FY 2026 Fair Market Rents, issued by HUD, Effective at the start of the federal fiscal year (generally October 1)

Attachment B: Summary of Proposed Payment Standards, effective January 1, 2026 and Current Payment Standards, effective January 1, 2025

Prepared by: Jennifer Weber, Section 8 Subsidy Program Branch Chief JW

Approved by the Board of Directors
on the date set forth above
[ ] As Proposed [ ] As Amended

Robert J. Hall
Chairperson

Urban Honolulu, HI MSA Small Area FY 2026 Fair Market Rents

Honolulu County, HI is part of the Urban Honolulu, HI MSA, which consists of the following counties: Honolulu County, HI. All information here applies to the entirety of the Urban Honolulu, HI MSA.

In metropolitan areas, HUD defines Small Areas using ZIP Codes within the metropolitan area. Using ZIP codes as the basis for FMRs provides tenants with greater ability to move into “Opportunity Neighborhoods” with jobs, public transportation, and good schools. They also provide for multiple payment standards within a metropolitan area, and they are likely to reduce need for extensive market area rent reasonableness studies. Lastly, HUD hopes that setting FMRs for each ZIP code will reduce overpayment in lower-rent areas.

NOTE: ZIP Code areas are defined by the postal service to facilitate the efficient delivery of mail. Because of this, ZIP code areas may cross city, county, and in some limited instances, state lines. Consequently, ZIP codes which cross county lines may lie within more than one metropolitan area, or cover parts of one or more nonmetropolitan counties and part of a metropolitan area.

ZIP Code	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
96701	$1,750	$1,880	$2,460	$3,420	$4,130
96706	$2,240	$2,410	$3,160	$4,390	$5,300
96707	$2,300	$2,470	$3,240	$4,510	$5,440
96709	$1,880	$2,010	$2,640	$3,670	$4,430
96712	$1,930	$2,070	$2,710	$3,770	$4,550
96717	$1,980	$2,130	$2,790	$3,880	$4,680
96730	$1,590	$1,710	$2,240	$3,120	$3,760
96731	$1,560	$1,680	$2,200	$3,060	$3,690
96734	$2,560	$2,760	$3,610	$5,020	$6,060
96744	$2,020	$2,180	$2,850	$3,960	$4,780
96759	$2,010	$2,150	$2,820	$3,920	$4,730
96762	$2,190	$2,350	$3,080	$4,280	$5,170
96782	$1,930	$2,070	$2,710	$3,770	$4,550
96786	$2,110	$2,270	$2,970	$4,130	$4,980
96789	$1,930	$2,080	$2,720	$3,780	$4,560
96791	$2,060	$2,210	$2,900	$4,030	$4,860
96792	$1,680	$1,800	$2,360	$3,280	$3,960
96795	$1,460	$1,570	$2,060	$2,860	$3,460
96797	$1,730	$1,850	$2,430	$3,380	$4,080
96801	$1,880	$2,010	$2,640	$3,670	$4,430
96802	$1,880	$2,010	$2,640	$3,670	$4,430
96803	$1,880	$2,010	$2,640	$3,670	$4,430
96804	$1,880	$2,010	$2,640	$3,670	$4,430
96805	$1,880	$2,010	$2,640	$3,670	$4,430

96806	$1,880	$2,010	$2,640	$3,670	$4,430
96807	$1,880	$2,010	$2,640	$3,670	$4,430
96808	$1,880	$2,010	$2,640	$3,670	$4,430
96809	$1,880	$2,010	$2,640	$3,670	$4,430
96810	$1,880	$2,010	$2,640	$3,670	$4,430
96811	$1,880	$2,010	$2,640	$3,670	$4,430
96812	$1,880	$2,010	$2,640	$3,670	$4,430
96813	$1,630	$1,750	$2,290	$3,180	$3,840
96814	$1,970	$2,110	$2,770	$3,850	$4,650
96815	$2,170	$2,330	$3,050	$4,240	$5,120
96816	$1,760	$1,890	$2,480	$3,450	$4,160
96817	$1,540	$1,660	$2,170	$3,020	$3,640
96818	$2,420	$2,600	$3,410	$4,740	$5,720
96819	$1,650	$1,770	$2,320	$3,230	$3,890
96820	$1,880	$2,010	$2,640	$3,670	$4,430
96821	$2,520	$2,710	$3,550	$4,940	$5,960
96822	$1,780	$1,920	$2,510	$3,490	$4,210
96823	$1,880	$2,010	$2,640	$3,670	$4,430
96824	$1,880	$2,010	$2,640	$3,670	$4,430
96825	$2,810	$3,020	$3,960	$5,510	$6,640
96826	$1,700	$1,830	$2,400	$3,340	$4,030
96828	$1,880	$2,010	$2,640	$3,670	$4,430
96830	$1,880	$2,010	$2,640	$3,670	$4,430
96836	$1,880	$2,010	$2,640	$3,670	$4,430
96837	$1,880	$2,010	$2,640	$3,670	$4,430
96839	$1,880	$2,010	$2,640	$3,670	$4,430
96848	$1,780	$1,920	$2,510	$3,490	$4,210
96850	$1,880	$2,010	$2,640	$3,670	$4,430
96853	$2,420	$2,600	$3,410	$4,740	$5,720
96854	$1,880	$2,010	$2,640	$3,670	$4,430
96857	$2,110	$2,270	$2,970	$4,130	$4,980
96858	$1,650	$1,770	$2,320	$3,230	$3,890
96859	$1,880	$2,010	$2,640	$3,670	$4,430
96860	$2,250	$2,420	$3,180	$4,410	$5,330
96861	$1,880	$2,010	$2,640	$3,670	$4,430
96863	$2,560	$2,760	$3,610	$5,020	$6,060

Hawaii Public Housing Authority
CY 2025 Payment Standards

Tier	ZIP Code	Area	0BD	1BD	2BD	3BD	4BD	5BD	6BD	7BD	8BD
1	96825	Hawaii Kai	$2,830	$3,080	$4,030	$5,650	$6,770	$7,786	$8,801	$9,817	$10,832
2	96734	Kailua	$2,530	$2,750	$3,603	$5,050	$6,050	$6,958	$7,865	$8,773	$9,680
	96821	Kuliouou, Kalani Iki									
	96818	Salt Lake, Foster Village									
3	96706	Ewa	$2,210	$2,403	$3,145	$4,405	$5,283	$6,075	$6,867	$7,660	$8,452
	96707	Kapolei, Makakilo									
	96815	Waikiki									
	96762	Laie									
4	96786	Wahiawa	$2,120	$2,300	$3,015	$4,225	$5,060	$5,819	$6,578	$7,337	$8,096
	96791	Waialua									
5	96759	Kunia	$1,975	$2,147	$2,812	$3,942	$4,720	$5,428	$6,136	$6,844	$7,552
	96744	Kaneohe									
	96717	Hauula, Punaluu									
	96782	Pearl City									
	96814	Ala Moana									
	96789	Mililani									
6	96712	Haleiwa	$1,796	$1,950	$2,556	$3,582	$4,292	$4,936	$5,580	$6,223	$6,867
	96701	Aiea, Halawa									
	96822	Manoa									
	96816	Kaimuki, Palolo									
	96826	Moilili									
7	96797	Waipahu	$1,670	$1,817	$2,380	$3,337	$3,997	$4,596	$5,196	$5,795	$6,395
	96731	Kahuku									
	96813	Downtown Honolulu									
8	96792	Waianae, Makaha, Nanakuli	$1,640	$1,780	$2,330	$3,265	$3,910	$4,497	$5,083	$5,670	$6,256
	96819	Moanalua									
9	96817	Kapalama	$1,480	$1,610	$2,107	$2,950	$3,540	$4,071	$4,602	$5,133	$5,664
	96730	Kaaawa									
	96795	Waimanalo									

Executive Director's Report
Hawaii Public Housing Authority
September 2025

I. Planning and Evaluation

A. 2025 Legislative Interim Events

The HPHA, DHS, Statewide Office on Homelessness and Housing Solutions, and the HHFDC, participated in a joint presentation to members of the Senate Ways and Means Committee on the island of Maui.

The presentation highlighted our collaborative roles and resources in delivering a full housing continuum in Hawaiʻi — spanning social services, transitional and supportive housing, public housing/Section 8, affordable and workforce housing, and pathways to homeownership.

B. Hawaii Interagency Council on Homelessness

The HPHA participated in the Hawaii Interagency Council on Homelessness (HICH) meeting. At the meeting, Hale Kipa gave a presentation on their Youth Kauhale Programs, the Statewide Office on Homelessness and Housing Solutions (SOHHS) gave a presentation on the developments of the 2025 Legislative Session specifically for the Kauhale Initiative, and the HICH went over updates to the Hawaii Ten-Year Strategic Plan and framework to end homelessness.

C. State Housing Recovery Support Function – Preparedness

The HPHA met with Hawaii Housing Finance & Development Corporation (HHFDC), Department of Hawaiian Homelands (DHHL), Hawaii Community Development Authority (HCDA), Hawaii Office of Recovery and Resiliency, and Tidal Basin in a kickoff meeting to discuss potential interim housing solutions if/when another emergency or disaster takes place in the future.

II. Fiscal Management

A. Variance Report for August 2025

1. Revenue for August 2025

- CFP Grant Income: $16,380 over 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.

- Grant Income: $113,443 below budget due to timing differences between the appropriations allotted and the anticipated receipt of grants.

- Other Income: $230,339 below budget due to front-line service fees from the Multi-Skilled Workers Pilot Program (MSWPP) and other COCC branches lower than expected.

2. Expenses for August 2025

- Administrative: $338,774 below budget, driven by:
  - $235,811 lower HPHA administrative payroll expenses
  - $13,233 higher private management company's administrative payroll expenses
  - $1,029 audit fees budgeted but not paid yet
  - $98,224 lower front-line service fees charged by Applications, Hearings and Compliance offices
  - $62,231 lower legal service expenses
  - $10,034 lower travel expenses
  - $5,470 higher management agent fees
  - $39,022 lower consultant and other professional fees
  - $9,736 lower office supplies expenses
  - $98,609 higher miscellaneous costs (training, computer software, automobile, etc.)

- Tenant Services: $8,226 below budget due to:
  - $102 less in relocation costs incurred.
  - $5,558 unspent tenant participation budget.
  - $2,566 lower costs across other tenant services.

- Protective Services: $43,327 over budget due to higher costs for outsourced security services.

- Bad Debt Expense: $84,481 over budget due to month-end reconciliations, tenant account adjustments, and updates to the allowance for doubtful accounts to address uncollected rent and fees.

- General Expenses: $216,603 over budget, primarily due to the following:

- Undistributed P-card Purchase Balance: $120,974. P-card purchases are recorded as interim charges until allocated to specific projects or programs. No supporting documents were received for this amount; therefore, the costs could not be assigned to specific projects or programs.
- Port-Out Voucher Fees: $3,601 administrative fees related to Section 8 tenants relocating to other public housing agencies.
- HAP Back Payments: $92,028 adjustments for prior-period housing assistance payments that were not covered by current-year funding.

3. Year-to-Date Revenue

- CFP Grant Income: $31,631 over budget, due to HUD CFP expenditures not being capitalized and therefore recorded as operating income.

- Grant Income: $231,970 over budget due to timing differences between the appropriations allotted and the anticipated receipt of grants.

- Other Income: $509,576 under budget due to lower front-line service fee revenues generated by the MSWPP and COCC branches.

4. Year-to-Date Expenses

- Administrative: $809,868 below budget, reflecting savings in payroll, front-line service fees, travel, legal services, consultant/other professional services, and office supplies, partially offset by higher private management company payroll, management agent fees, and miscellaneous costs.

- Tenant Services: $24,382 below budget due to unspent funds in relocation, tenant participation and other tenant services.

- Maintenance: $888,971 below budget due to:
  - Maintenance payroll savings: $425,844 lower maintenance payroll expenses
  - Furniture, Appliances, Equipment, Materials, and Supplies: $561,188 below budget
  - Contract Services, including vacant unit repairs: $424,608 over budget
  - Front-Line Service Expenses: $326,547 lower than expected

- Bad Debt Expense: $438,591 above budget due to ongoing reconciliations, tenant account adjustments, and updates to the allowance for doubtful accounts.

- General Expenses: $501,294 above budget, impacted by:
  - Undistributed P-card purchase balance: $263,717
  - Port-Out Voucher Fees: $9,454 in administrative fees related to Section 8 tenant relocation
  - HAP Back Payments: $228,123 for housing assistance payments not covered by current-year HAP funding

This variance analysis highlights HPHA's adherence to budgeted expectations, with adjustments due to unexpected expenses and timing differences in revenue. The report emphasizes the careful management of resources in alignment with HUD and state requirements.

HAWAII PUBLIC HOUSING AUTHORITY

Consolidated Balance Sheet

Agency Total

As of August 31, 2025 and August 31, 2024

	As of August 31, 2025	As of August 31, 2024	Increase (Decrease)
ASSETS:			
Cash	207,790,792	213,550,716	(5,759,925)
Accounts receivable (net of allowance)	2,379,942	2,073,782	306,160
Accrued Interest	362,063	281,357	80,706
Prepaid Expenses	1,087,621	961,072	126,549
Inventories	830,939	750,516	80,423
Total Current Assets	**212,451,356**	**217,617,443**	**(5,166,087)**
Property, Plant & Equipment:			
Land	25,518,054	25,518,054	-
Buildings	830,004,089	807,677,782	22,326,308
Furniture & Equipment	8,872,733	8,833,007	39,727
Motor vehicles	5,429,726	5,429,726	-
Construction in Progress	50,751,749	62,611,992	(11,860,243)
Less: Accumulated Depreciation	(586,545,322)	(561,485,417)	(25,059,905)
Notes, Loans & Mortgage Receivable-Non Current	14,279,446	9,771,806	4,507,639
Other Long Term Assets	-	-	-
Deferred Outflows of Resources	12,872,684	8,889,882	3,982,802
Total Assets & Deferred Outflow of Resources	**$ 573,634,515**	**$ 584,864,274**	**$ (11,229,759)**
LIABILITIES AND NET POSITION			
Accounts Payable	5,191,101	6,011,202	(820,101)
Accrued Salaries & Wages	2,383,894	6,025,144	(3,641,250)
Tenant Security Deposits	1,593,662	1,630,254	(36,591)
Other Liabilities & Deferred Income	6,244,972	9,001,593	(2,756,620)
Total Current Liabilities	**15,413,630**	**22,668,193**	**(7,254,563)**
Net Pension Liability	40,659,919	40,659,919	-
Net OPEB Liability	33,182,220	33,182,220	-
Other Long Term Liabilities	5,151,946	2,116,567	3,035,379
Deferred Inflows of Resources	15,099,479	6,698,590	8,400,889
Net Assets			
Investment in capital assets	334,031,029	348,585,142	(14,554,114)
Restricted Net Assets	395,129	247,664	147,465
Unrestricted Net Assets	136,223,758	132,858,947	3,364,811
Net Income Year to Date	(6,522,595)	(2,152,969)	(4,369,626)
Total Net Assets	**464,127,320**	**479,538,784**	**(15,411,464)**
Total Liabilities, Deferred Inflow of Resources & Net Position	**$ 573,634,515**	**584,864,274**	**(11,229,759)**

HAWAII PUBLIC HOUSING AUTHORITY

Agency-Wide

Actual vs Budget

For the Month of August 2025, and the 2 Months ended August 31, 2025

(Amounts in Full Dollars)

	Month of August 2025				Year To Date ended August 31 ,2025			
	Actual	Budget	Variance Amount	Variance %	Actual	Budget	Variance Amount	Variance %
REVENUES								
Dwelling Rental Income	2,370,617	2,423,977	(53,360)	-2%	4,850,723	4,846,002	4,721	0%
HUD Operating Grants	11,966,028	12,642,804	(676,776)	-5%	23,988,154	25,285,609	(1,297,455)	-5%
CFP Grant Income	16,380	-	16,380	100%	31,631	-	31,631	100%
COCC Fee Income	480,990	521,453	(40,463)	-8%	966,534	1,042,551	(76,017)	-7%
State CIP Fund	-	-	-	0%	-	-	-	0%
Grant Income	6,387	119,830	(113,443)	-95%	1,541,859	1,309,888	231,970	18%
Other Income	482,908	713,247	(230,339)	-32%	916,848	1,426,424	(509,576)	-36%
Total Revenues	**$ 15,323,310**	**16,421,311**	**(1,098,001)**	**-7%**	**$ 32,295,749**	**33,910,474**	**(1,614,726)**	**-5%**
EXPENSES								
Administrative	2,210,994	2,549,768	(338,774)	-13%	4,306,707	5,116,574	(809,868)	-16%
Asset Management Fees	-	-	-	0%	-	-	-	0%
Management Fees	417,774	451,145	(33,371)	-7%	839,432	901,968	(62,536)	-7%
Bookkeeping Fees	63,215	67,330	(4,115)	-6%	127,102	134,629	(7,527)	-6%
Housing Assistance Payments	9,795,452	9,776,871	18,581	0%	19,660,497	19,553,743	106,755	1%
Tenant Services	9,634	17,860	(8,226)	-46%	11,337	35,719	(24,382)	-68%
Utilities	1,281,401	1,300,905	(19,504)	-1%	2,498,490	2,601,810	(103,320)	-4%
Maintenance	2,699,510	2,937,223	(237,713)	-8%	4,978,685	5,867,657	(888,971)	-15%
Protective Services	405,211	361,884	43,327	12%	792,134	723,768	68,366	9%
Insurance	157,919	145,276	12,642	9%	315,957	290,553	25,404	9%
Depreciation Expense	2,008,607	2,008,607	-	0%	4,017,214	4,017,214	-	0%
Bad Debt Expense	180,091	95,610	84,481	88%	686,687	248,096	438,591	>100%
General Expenses	258,006	41,403	216,603	>100%	584,101	82,807	501,294	>100%
Total Expenses	**19,487,815**	**19,753,883**	**(266,068)**	**-1%**	**38,818,344**	**39,574,538**	**(756,194)**	**2%**
Net Income(Loss)	**$ (4,164,505)**	**(3,332,572)**	**(831,934)**	**-25%**	**$ (6,522,595)**	**(5,664,063)**	**(858,532)**	**-15%**

HAWAII PUBLIC HOUSING AUTHORITY
Federal Low Rent Housing Projects

Actual vs Budget

For the Month of August 2025, and the 2 Months ended August 31, 2025

(Amounts in Full Dollars)

	Month of August 2025				Year To Date ended August 31 ,2025			
	Actual	Budget	Variance Amount	Variance %	Actual	Budget	Variance Amount	Variance %
REVENUES								
Dwelling Rental Income	1,951,356	2,005,876	(54,520)	-3%	3,941,544	4,011,183	(69,639)	-2%
HUD Operating Grants	1,827,877	2,360,084	(532,207)	-23%	3,655,749	4,720,168	(1,064,419)	-23%
CFP Grant Income	16,380	-	16,380	100%	31,631	-	31,631	100%
COCC Fee Income	-	-	-	0%	-	-	-	0%
State CIP Fund	-	-	-	0%	-	-	-	0%
Grant Income	633,147	-	633,147	100%	834,092	30,869	803,223	>100%
Other Income	72,718	55,517	17,201	31%	163,762	110,964	52,798	48%
Total Revenues	**$ 4,501,478**	**4,421,477**	**80,001**	**2%**	**8,626,778**	**8,873,184**	**(246,406)**	**-3%**
EXPENSES								
Administrative	785,872	962,045	(176,173)	-18%	1,572,163	1,943,599	(371,436)	-19%
Asset Management Fees	-	-	-	0%	-	-	-	0%
Management Fees	291,677	324,392	(32,715)	-10%	584,871	648,704	(63,833)	-10%
Bookkeeping Fees	31,860	34,520	(2,660)	-8%	63,863	69,033	(5,171)	-7%
Housing Assistance Payments	352	-	352	100%	3,872	-	3,872	100%
Tenant Services	9,617	16,086	(6,469)	-40%	11,320	32,172	(20,852)	-65%
Utilities	1,068,589	1,042,033	26,556	3%	2,069,788	2,084,066	(14,278)	-1%
Maintenance	2,179,874	2,367,193	(187,319)	-8%	4,012,596	4,728,261	(715,665)	-15%
Protective Services	388,210	345,990	42,220	12%	757,327	691,980	65,347	9%
Insurance	121,449	109,715	11,734	11%	242,901	219,430	23,471	11%
Depreciation Expense	1,668,007	-	1,668,007	100%	3,336,016	-	3,336,016	100%
Bad Debt Expense	147,234	89,168	58,066	65%	612,407	235,743	376,664	>100%
General Expenses	103,140	-	103,140	100%	221,298	-	221,298	100%
Total Expenses	**6,795,880**	**5,291,142**	**1,504,738**	**28%**	**13,488,421**	**10,652,988**	**2,835,433**	**-27%**
Net Income(Loss)	**$ (2,294,402)**	**(869,665)**	**(1,424,737)**	**<-100%**	**(4,861,644)**	**(1,779,804)**	**(3,081,840)**	**<-100%**

HAWAII PUBLIC HOUSING AUTHORITY

State Low Rent and Elderly Housing Projects

Actual vs Budget

For the Month of August 2025, and the 2 Months ended August 31, 2025

(Amounts in Full Dollars)

	Month of August 2025				Year To Date ended August 31 ,2025			
	Actual	Budget	Variance Amount	Variance %	Actual	Budget	Variance Amount	Variance %
REVENUES								
Dwelling Rental Income	363,848	344,048	19,800	6%	723,569	686,713	36,856	5%
HUD Operating Grants	-	-	-	0%	-	-	-	0%
CFP Grant Income	-	-	-	0%	-	-	-	0%
COCC Fee Income	-	-	-	0%	-	-	-	0%
State CIP Fund	-	-	-	0%	-	-	-	0%
Grant Income	137,297	119,830	17,467	15%	512,077	869,438	(357,361)	-41%
Other Income	(19,793)	27,158	(46,951)	<-100%	40,753	54,316	(13,563)	-25%
Total Revenues	**$ 481,353**	**491,036**	**(9,683)**	**-2%**	**1,276,399**	**1,610,467**	**(334,068)**	**-21%**
EXPENSES								
Administrative	109,772	122,263	(12,491)	-10%	226,945	243,487	(16,542)	-7%
Asset Management Fees	-	-	-	0%	-	-	-	0%
Management Fees	35,933	36,513	(580)	-2%	74,187	72,787	1,400	2%
Bookkeeping Fees	6,234	6,456	(222)	-3%	12,917	12,890	27	0%
Housing Assistance Payments	-	-	-	0%	-	-	-	0%
Tenant Services	9	442	(433)	-98%	9	884	(875)	-99%
Utilities	187,510	229,030	(41,520)	-18%	378,449	458,060	(79,611)	-17%
Maintenance	301,770	267,302	34,468	13%	515,307	533,932	(18,625)	-3%
Protective Services	13,022	8,162	4,860	60%	26,251	16,324	9,927	61%
Insurance	30,272	28,488	1,784	6%	60,544	56,976	3,568	6%
Depreciation Expense	264,352	-	264,352	100%	528,701	-	528,701	100%
Bad Debt Expense	32,857	6,442	26,415	>100%	74,280	12,353	61,927	>100%
General Expenses	-	-	-	0%	-	-	-	0%
Total Expenses	**981,731**	**705,098**	**276,633**	**39%**	**1,897,589**	**1,407,693**	**489,896**	**-35%**
Net Income(Loss)	**$ (500,379)**	**(214,062)**	**(286,317)**	**<-100%**	**(621,190)**	**202,774**	**(823,964)**	**<-100%**

HAWAII PUBLIC HOUSING AUTHORITY

Housing Rental Assistance Programs

Actual vs Budget

For the Month of August 2025, and the 2 Months ended August 31, 2025

(Amounts in Full Dollars)

	Month of August 2025				Year To Date ended August 31 ,2025			
	Actual	Budget	Variance Amount	Variance %	Actual	Budget	Variance Amount	Variance %
REVENUES								
Dwelling Rental Income	-	-	-	0%	-	-	-	0%
HUD Operating Grants	10,138,151	10,282,720	(144,569)	-1%	20,332,405	20,565,441	(233,036)	-1%
CFP Grant Income	0	-	0	100%	0	-	0	100%
COCC Fee Income	-	-	-	0%	-	-	-	0%
State CIP Fund	-	-	-	0%	-	-	-	0%
Grant Income	-	-	-	0%	350,352	294,033	56,319	19%
Other Income	47,950	22,321	25,629	>100%	102,732	44,642	58,090	>100%
Total Revenues	**$ 10,186,101**	**10,305,042**	**(118,940)**	**-1%**	**20,785,489**	**20,904,116**	**(118,627)**	**-1%**
EXPENSES								
Administrative	435,930	383,520	52,410	14%	804,373	767,054	37,319	5%
Asset Management Fees	-	-	-	0%	-	-	-	0%
Management Fees	90,165	90,240	(75)	0%	180,374	180,477	(103)	0%
Bookkeeping Fees	25,121	26,354	(1,233)	-5%	50,323	52,706	(2,384)	-5%
Housing Assistance Payments	9,795,100	9,776,871	18,229	0%	19,656,625	19,553,743	102,883	1%
Tenant Services	-	111	(111)	-100%	-	221	(221)	-100%
Utilities	4,332	3,962	369	9%	8,629	7,925	704	9%
Maintenance	1,473	1,479	(6)	0%	2,779	2,958	(179)	-6%
Protective Services	915	680	235	35%	2,096	1,360	736	54%
Insurance	1,592	2,426	(834)	-34%	3,183	4,852	(1,669)	-34%
Depreciation Expense	4,309	-	4,309	100%	8,618	-	8,618	100%
Bad Debt Expense	-	-	-	0%	-	-	-	0%
General Expenses	136,882	41,250	95,632	>100%	320,234	82,500	237,734	>100%
Total Expenses	**10,495,818**	**10,326,893**	**168,925**	**2%**	**21,037,234**	**20,653,796**	**383,437**	**-2%**
Net Income(Loss)	**$ (309,717)**	**(21,852)**	**(287,865)**	**<-100%**	**(251,745)**	**250,320**	**(502,065)**	**<-100%**

HAWAII PUBLIC HOUSING AUTHORITY

Central Office Cost Center

Actual vs Budget

For the Month of August 2025, and the 2 Months ended August 31, 2025

(Amounts in Full Dollars)

	Month of August 2025				Year To Date ended August 31 ,2025			
	Actual	Budget	Variance Amount	Variance %	Actual	Budget	Variance Amount	Variance %
REVENUES								
Dwelling Rental Income	-	-	-	0%	-	-	-	0%
HUD Operating Grants	-	-	-	0%	-	-	-	0%
CFP Grant Income	-	-	-	0%	-	-	-	0%
COCC Fee Income	480,990	521,453	(40,463)	-8%	966,534	1,042,551	(76,017)	-7%
State CIP Fund	-	-	-	0%	-	-	-	0%
Grant Income	38,002	-	38,002	100%	81,769	115,548	(33,779)	-29%
Other Income	359,737	608,242	(248,505)	-41%	573,928	1,216,485	(642,557)	-53%
Total Revenues	**$ 878,729**	**1,129,695**	**(250,966)**	**-22%**	**1,622,231**	**2,374,584**	**(752,353)**	**-32%**
EXPENSES								
Administrative	856,283	1,062,213	(205,930)	-19%	1,656,953	2,122,963	(466,011)	-22%
Asset Management Fees	-	-	-	0%	-	-	-	0%
Management Fees	-	-	-	0%	-	-	-	0%
Bookkeeping Fees	-	-	-	0%	-	-	-	0%
Housing Assistance Payments	-	-	-	0%	-	-	-	0%
Tenant Services	9	1,221	(1,213)	-99%	9	2,442	(2,434)	-100%
Utilities	8,572	11,841	(3,269)	-28%	17,124	23,682	(6,558)	-28%
Maintenance	209,655	284,838	(75,183)	-26%	434,720	569,685	(134,965)	-24%
Protective Services	3,064	3,052	12	0%	6,461	6,104	357	6%
Insurance	2,873	3,149	(276)	-9%	5,746	6,297	(552)	-9%
Depreciation Expense	12,514	-	12,514	100%	25,031	-	25,031	100%
Bad Debt Expense	-	-	-	0%	-	-	-	0%
General Expenses	17,984	153	17,831	>100%	42,569	307	42,262	>100%
Total Expenses	**1,110,954**	**1,366,467**	**(255,513)**	**-19%**	**2,188,611**	**2,731,481**	**(542,870)**	**20%**
Net Income(Loss)	**$ (232,225)**	**(236,772)**	**4,547**	**2%**	**(566,380)**	**(356,897)**	**(209,483)**	**-59%**

Hawaii Public Housing Authority
Summary of Capital Funds
As of 08/31/25

FEDERAL: Capital Fund Program (CFP)

Grant Number	Grant Award	Budgeted Expenditures	Obligated Expenditures	Accumulated Expenditures	% Completed
HI08P001501-20	13,799,958	13,799,958	13,753,174	7,082,473	51%
HI08P001501-21	13,912,038	13,912,038	13,912,038	6,513,879	47%
HI08P001501-22	15,037,163	15,037,163	13,904,746	5,642,633	38%
HI08P001501-23	14,891,053	14,891,053	7,157,098	6,062,807	41%
HI08P001501-24	15,384,579	15,384,579	6,204,903	0	0%
HI08P001501-25	15,407,155	15,407,155	0	0	0%
CFP Totals	**88,431,946**	**88,431,946**	**54,931,958**	**25,301,791**	**29%**

STATE: Capital Improvement Program (CIP)

Fiscal Year	Appropriation	Budgeted Expenditures	Encumbered Amount	Accumulated Expenditures	% Completed
FY 07-08	25,000,000	20,180,112	20,333,277	19,179,401	95%
FY 08-09	16,410,000	7,517,673	7,517,673	7,027,406	93%
FY 09-10	8,000,000	7,793,969	7,777,689	7,693,462	99%
FY 10-11	4,500,000	4,309,082	4,262,347	3,927,912	91%
FY 11-12	31,120,000	31,119,955	31,119,955	31,044,170	100%
FY 12-13	60,222,000	60,221,999	59,980,339	58,430,071	97%
FY 13-14	45,000,000	45,000,000	45,000,000	44,371,500	99%
FY 14-15	26,500,000	26,500,000	26,500,000	25,481,065	96%
FY 15-16	5,000,000	4,955,000	4,149,000	3,946,823	80%
FY 16-17	35,710,000	35,477,313	34,703,929	33,071,550	93%
FY 17-18	20,475,000	20,387,313	20,458,558	20,102,519	99%
FY 18-19	26,000,000	24,765,875	24,469,798	19,217,223	78%
FY 19-20	20,000,000	20,000,000	18,157,197	12,101,478	61%
FY 20-21	8,185,000	8,185,000	6,160,046	4,198,634	51%
FY 21-22	10,625,000	10,625,000	10,625,000	168,888	2%
FY 22-23	25,350,000	25,350,000	21,079,545	6,481,327	26%
FY 23-24	24,400,000	24,400,000	13,721,580	8,037,186	33%
FY 24-25	36,300,000	36,300,000	11,734,240	5,912,846	16%
FY 25-26	78,000,000	0	0	0	0%
CIP Totals	**506,797,000**	**413,088,291**	**367,750,171**	**310,393,460**	**75%**

III. Procurement

A. Solicitation(s) Issued in September 2025:

Solicitation No. RFQ-PMB-07-2025
Furnish As-Needed On-Call Towing Services for the
Hawaii Public Housing Authority Administrative Offices and Puahala
Homes Under Asset Management Project 31 on Oahu
Quote Due Date: September 24, 2025

B. Contract(s) Executed in September 2025:

1. Constructors Hawaii Inc.
   - *Contract No.*: CMS 25-06-SC01
   - *Purpose*: Provide Additional Labor, Material and Equipment for Repair of 12 Vacant Units at Paoakalani and Kalakaua Homes (AMP 34) on Oahu
   - *Completion Date*: September 16, 2025
   - *Supplemental Contract Amount*: $88,121.00
   - *Total Contract Amount*: $1,071,331.00

2. RMA Architects Inc.
   - *Contract No.*: CMS 24-14-SC02
   - *Purpose*: Provide Additional Design and Consultant Services for Modernization of Palolo Valley Homes, Phase 5 (AMP 50) on Oahu
   - *End Date*: July 31, 2027
   - *Supplemental Contract Amount: $11,324.00*
   - *Total Contract Amount*: $716,780.56

3. EJP Consulting Group, Inc.
   - *Contract No.:* DEV 23-05-SC02
   - *Purpose*: Amend the Compensation and Payment Schedule to include S&P Global, Inc. as a new Subcontractor for Mixed Income, Mixed Finance Redevelopment Projects
   - *End Date:* October 31, 2026
   - *Supplemental Contract Amount*: n/a
   - *Total Contract Amount:* $1,243,161.00

4. Centric Elevator Corporation
   - *Contract No.:* PMB 25-07
   - *Purpose*: Provide Preventive Maintenance Services to Elevators at Halia Hale, Hale Poai and Laiola (MU 42) on Oahu
   - *End Date*: April 30, 2026
   - *Total Contract Amount*: $57,000.00

5. West Oahu Aggregate Co., Inc.
    - *Contract No.:* PMB 23-08-SC02
    - *Purpose:* Continue the Provision of Refuse Collection Services at the Ka Hale O Kamehaikana Community Resource Center on Oahu
    - *End Date*: June 30, 2026
    - *Supplemental Contract Amount*: $16,224.00
    - *Total Contract Amount*: $44,772.00

6. Alii Security Services, Inc.
    - *Contract No.*: PMB 23-06-SC02
    - *Purpose*: Continue to Provide Security Services at Kalakaua Home, Makua Alii, and Paoakalani (AMP 34) on Oahu
    - *End Date*: June 30, 2026
    - *Supplemental Contract Amount*: $331,617.00
    - *Total Contract Amount*: $995,709.00

7. Pacific Waste, Inc.
    - *Contract No.*: PMB 23-04-SC02
    - *Purpose*: Continue the Provision of Refuse Collection Services at Lanakila Homes, Hale Aloha O Puna, Hale Olaloa, Kauhale O Hanakahi, Lokahi, Pahala, Pomaikai Homes, and Punahele Homes (AMP 37) on Hawaii Island
    - *End Date*: June 30, 2026
    - *Supplemental Contract Amount*: $190,474.44
    - *Total Contract Amount*: $516,983.49

8. West Oahu Aggregate Co., Inc.
    - *Contract No.*: PMB 23-03-SC04
    - *Purpose*: Continue the Provision of Refuse Collection Services at Kalakaua Home, Makua Alii, and Paoakalani (AMP 34) on Oahu
    - *End Date*: June 30, 2026
    - *Supplemental Contract Amount*: $823,310.34
    - *Total Contract Amount*: $2,405,943.36

9. Standard Management LLC
    - *Contract No.*: PMB 20-01-SC06
    - *Purpose*: Continue to Provide Property Management and Maintenance Services for the Ka Hale O Kamehaikana Community Resource Center on Oahu
    - *End Date*: October 1, 2025
    - *Supplemental Contract Amount*: $112,115.18
    - *Total Contract Amount*: $1,771,397.37

C. Planned Solicitation and Contract Activities for October / November 2025

Upcoming Solicitations:

- *Request for* Quotes*:* Roof Repair Services at AMP 34 on Oahu
- *Request for Quotes:* Tree Assessment Services at AMP 34
- *Invitation for Bids:* Landscape and Grounds Maintenance Services at AMP 38 on Kauai
- *Invitation for Bids:* Provide Preventive Maintenance and Repair Services to Fire Prevention Systems at Various Properties Under AMP 30, AMP 34, AMP 35 and MU 42 on Oahu
- *Invitation for Bids:* Furnish Preventive Maintenance to Emergency Generator at AMP 35 on Oahu
- *Invitation for Bids*: Laundry Services for AMP 34, AMP 35, AMP 44 and AMP 49 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 are approved and issued.
- Relocation is complete and the site and buildings are vacant.
- The General Contractor's (GC) contract is executed. Construction is expected to commence early October 2025.
- All agreements are finalized between all parties. Closing is anticipated in October.

B. School Street Elderly Housing Redevelopment

Vertical construction continues to progress smoothly with no anticipated delays. As of the end of September, construction is approximately 43% complete with the GC pouring the 11th floor concrete and metal framing the lower floors.

C. Ka Lei Momi

- The Mayor Wright Homes financing application was resubmitted to HHFDC for Tower 1A, and we are awaiting HHFDC's 2025 funding announcements.
  - NEPA: The Finding of No Significant Impact (FONSI) determination was published on 8/22/25. The FONSI reevaluation and NOIRROF was published on 9/5/25. The public comment period ended 9/20/25 with no comments received. The RROF package was submitted to the Governor's Office on 9/24/25. The Authorization for Use of Grant Funds (AUGF) is expected in late October.
  - HUD Approvals: The HUD architectural review is complete for Phases 1A and 1B. A highrise waiver request for the entire master plan was approved by HUD in September. The Section 18 application was uploaded into HUD's PIC online portal and approval is anticipated following the receipt of the AUGF.
  - Phase 1A: The civil permit application was submitted to the City. The building permit application for the superstructure was submitted and accepted by the City in September.
  - Phase 1B: The civil permit application was submitted to the City. The building permit application is being prepared and are scheduled to be submitted in November.

- The Kapaa Homes design development drawings are complete. Civil permits are projected to be submitted in October and full permit submittal is planned by the end of the year. HUD architectural review sign off is expected on all architectural review items by the end of October. The NEPA FONSI documentation is ready to submit to the Responsible Entity, once the SHPD no adverse effect determination is received.

- Both Kaahumanu Homes Phase I and Lanakila Homes Phase I financing applications were submitted to HHFDC and are awaiting funding announcements for the 2025 application round. A high-rise waiver for the entire site was approved by HUD in September. The NEPA FONSI is still on track for Q4 2025 (Lanakila) and Q1 2026 (Kaahumanu), pending SHPD's concurrence with HPHA's determinations. Architectural schematic design is now 80% complete.

- Planning and due diligence is ongoing for other Ka Lei Momi sites. Master planning analysis has kicked off for the following Alternative Sites: Kekaha Haaheo, Hale Nana Kai Okea, Lokahi, and Hale Olaola. Reviews of the initial site fit tests will start in Q4 2025.

V. Property Management and Maintenance Services Branch

In September, HPHA managed 15 move-ins and 31 move-outs across its properties. Throughout the month, HPHA completed 350 annual reexaminations, 403 interim reexaminations, and facilitated 5 new admissions for tenants, ensuring efficient operations and compliance with occupancy standards.

A. Contract Monitoring

HPHA completed 43 site visits for contract monitoring, including 25 site visits for refuse collection, 8 site visits for security services, 9 site visits for elevator services, and 1 site visit for laundry services.

B. Hearings

The HPHA held eight (8) total eviction hearings, including seven (7) Federal eviction hearings and one (1) State eviction hearing. All 8 Federal eviction hearings were for rent delinquency. The hearings resulted in five (5) evictions with a ten (10) business day cure, one (1) continuance, and one (2) balance being paid in full.

VI. Construction Management

A. Program Activities and Major Projects:

Vacant Units Undergoing Modernization:

Total Units: 360 vacant units are under the Construction Management Branch as of September 29, 2025, including 38 state units and 322 federal units. 150 units are undergoing modernization, and 210 units are covered under the Emergency Proclamation (EP).

Breakdown by County:

- O‘ahu: 228 units (145 EP vacant units)
- Maui: 77 units (22 EP vacant units, 43 casualty loss)
- Hawaii: 27 units (15 EP vacant units)
- Kauai: 28 unit (28 EP vacant units)

Vacant units are actively under construction across Oahu, Kauai, Molokai, and Hawaii. Phase 4 vacant units are now being completed. Once the funding is released by Budget and Finance and DAGS assigns the contract number, Phase 5 will start shortly after that. All EP vacant units of Phase 4 and 5 will be retrofit with grab bars throughout and a first-floor roll-in/step-in shower, or tub conversions with a cut-out insertion to be able to accommodate mobility issues and to allow tenants to age in place.

B. Multi-Site Projects:

- 2025 Environmental Reviews – Our consultant, Bowers + Kubota has begun work on the Environmental Reviews for all Federal projects required every 5 years to be able to Request Release of Capital Funds (RROF) and receive the Authority to Use Grant Funds (AUGF) from the Department of Housing and Urban Development (HUD). Forty-six site assessment have been completed with eleven remaining.

- Emergency Generators Upgrades (AMPs 34, 35 and 42)
  The pre-construction meeting was held on September 25th with construction starting at Laiola on October 1st. This will be followed by Kamalu and Hoolulu in October and November.

C. State Elderly Projects (MU 42):

- Hale Poʻai – Site and Building Improvements: Phase 8 work is ongoing is scheduled to complete in November.

- Hoʻolulu and Kamalu – Fire Alarm System Upgrade: The Contractor started onsite work at the Kamalu Building on September 16, 2025. The Contractor (Gordon Mechanical LLC) Replacement of two fire pumps: The Contractor has the contract for execution.

D. Oahu Projects:

- Emergency Proclamation Phase 5 Vacant Units contracts at AMP 31, 32, 33, 34, and 35.

- AMP 31: Kalihi Valley Homes (KVH) Perimeter Fence and Site Improvements – The design contract has been executed, and the consultant was given their Notice to Proceed (NTP). The drawings are estimated to be submitted to the building department for permit review in January 2026.

  KVH Re-roofing – The construction started on May 5, 2025, beginning with minor electrical work. The Hawaiian Electric Company (HECO) utility swap-over has been completed. Roofing work is anticipated to begin in middle-late October 2025.

  Puahala Homes – Re-roofing efforts at buildings 6, 10, 13, 15 have been satisfactorily completed.

- AMP 34: The repair of burned unit 1802 at Makua Ali'i and general security improvements at AMP 34: The Notice-to-Proceed (NTP) has been issued to the contractor dated for October 1, 2025.

- AMP 35: Punchbowl Homes Electrical Upgrade and Fire Alarm Replacement. The contract was executed. The job start is currently waiting for the building permit and final comments.

E. Hawai`i County Projects:

- AMP 37: Hale Aloha O Puna and Pomaikaʻi Improvements: Phase 1 (buildings 6 and 7) has been accepted and beneficial occupancy completed. Phase 2 (buildings 4 and 5) tenants have been relocated into Phase 1. The hazardous material abatement and selective demolition in Phase 2 are completed. Rough carpentry, rough plumbing, rough electrical and roof fall protection anchor framing are in progress. Awaiting Hawaiian TelCom's wiring diagram. In the interim, the specified Spectrum phone and doorbell flashers are being installed. There are 8 units vacant undergoing renovation.

- AMP 43: Kaimalino Site and Accessibility Upgrades: Radon testing is completed with sample results way below the Environmental Protection Agency's allowable threshold. The Contractor is waiting long lead items before onsite work starts. There are 4 vacant units undergoing renovation – Building 1 is a four-bedroom unit, building 2 is a four-bedroom unit, building 3A is a one-bedroom unit and building 3B is a one-bedroom unit.

F. Maui County Projects (AMP 39):

- David Malo Circle and Piʻilani Homes Demolition: The pre-construction meeting was held on September 18, the Notice to Proceed is pending the approval of the permit. The Section 18 application for the Demolition of the remaining standing buildings from the Lahaina fire is being submitted to the Department of Housing and Urban Development (HUD) for approval.

- Kahekili Terrace Utility Improvements: Supplemental Contract to replace all the obsolete electrical panels has been executed and the additional work is underway. The plans are complete and are being reviewed by the Maui Building Department for permit approval. Comments are being addressed as received.

G. Kauaʻi County Projects (AMP 38):
Eleele Building and Site Improvements:
The consultant has re-submitted the permit drawings for review under Kauai's new permit system.

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 $4,983,617 in housing assistance payments (HAP) to private landlords on behalf of 3,076 voucher holders; including 412 VASH families assisted with $416,194 housing assistance payments.

HPHA leased a total of 224 vouchers for Mainstream, EHV and Port-ins, and paid $333,488 for housing assistance payments for these programs.

HPHA performed 50 inspections and 78 rent comparables.

B. Rent Supplement Program (RSP):

RSP made a payment of $81,075 to 193 Families. New lease ups for transfers and late ARs were paid $5,461. Actual payment for September 2025 were $75,614 for 183 Families.

Catholic Charities administered Kupuna and Family RSP made a payment of $187,917 to 450 Families. The Kupuna Rent Supplement Program consists of 216 Families.

VIII. Compliance Office

Program Activities for September 2025

HPHA continues its active review of programs to ensure alignment with Federal and State requirements, as well as agency and Board policies and procedures.

- For September 2025, HPHA's Reasonable Accommodation/Modification Request statistics were:

  - 77 - New & Re-Activated Requests
  - 48 - Decisions Issued
  - 75 - Outstanding Requests as of September 30, 2025

- Fair Housing Queries & Training:

  HPHA receives and responds to questions and complaints related to Fair Housing from tenants and non-tenants. Non-tenants are directed to appropriate agencies and entities. Tenant questions and complaints are directed to the appropriate HPHA division for assistance and resolution.

- Construction Report Reviews:

  Construction reports are reviewed to identify and address any ADA or compliance-related issues.

- Declaration of Trust Documentation:

  The Declaration of Trust and Declaration of Restrictive Covenants (DOT/DORC) are legal instruments granting HUD an interest in public housing property. They provide public notice that the public housing property must be operated in accordance with all federal public housing requirements, including the requirement not to convey or otherwise encumber the public housing property unless expressly authorized by federal law and/or HUD. Only one (1) DOT/DORC remains to update, Hale Olaloa. We are transmitting to our attorney for recording with the Bureau of Conveyances.

IX. Human Resources

Staffing Summary

Filled Positions (FTW):	299
Tenant Aide Program:	16
Vacancies:	86

1. Career Development

   HPHA participated in the State of Hawaii - Department of Labor & Industrial Relations Career Fair on September 24, 2025, at Ke'ehi Lagoon Memorial.

   HPHA will participate in the Star Advertiser Career Expo on October 29, 2025, at Neal Blaisdell Center Exhibition Hall.

2. Training Programs

   HPHA conducted various training sessions for staff, including Bloodborne Pathogen, Combined DAT Supervisor Training, New Hire Orientation, 2025 Fall Affordable Housing Conference, and HDLI Fall Legal Conference.

   The agency is providing training to all Branch Chiefs and Officers on the Amended Policy on Communication. Staff are required to review the policy and video to ensure we are following the board approved policy.

3. Workers Compensation/Safety

No injury incidents.

Nine (9) employees were on TTD for the entire month of September. Each was out for 21 working days (not including the holiday).

PMMSB and HR continue to review a safety/training video for all AMP staff on Safety Data Sheet (SDS), chemical information that they are currently used at the AMPs. All AMPs are required to have all the chemicals instructions and directions.

Continue to update Respiratory Protection and Personal Protective Equipment program policies in safety manual.