

Summary of Revisions to FY2019-2020

Admissions & Continued Occupancy Policy (ACOP)

Indicates policy has been added

~~Indicates policy has been removed~~

Reason for the Change to 2.2.F:

This section adds language to clarify specific situations in which a reasonable accommodation must be re-verified to ensure that the accommodation is still necessary and appropriate to adequately meet disability-related needs. This section mirrors the language within the Administrative Plan (Admin. Plan) for the Assisted Housing Programs (AHP) Department.

2.2.F RE-VERIFYING THE NEED FOR REASONABLE ACCOMMODATIONS

- (1) Once the need for a reasonable accommodation has been verified, SAHA will not re-verify except:
 - (a) If the original approved reasonable accommodation request is no longer documented in the file;
 - (b) At the time a family moves; or
 - (c) When there is another change in circumstances, such as when:
 - (i) A live-in aide leaves the household.
 - (ii) A disabled person leaves the household.
 - (iii) A family member listed as disabled can no longer verify s/he is disabled.
 - (iv) At inspection no medical equipment is observed in an additional room granted as an accommodation to store or use the equipment.
 - (v) The health care or service provider approving a need for a live-in aide or other reasonable accommodation has indicated that the need or the disability will be of short duration.

- (vi) The family member loses his/her disabled status, for example when a person on State disability returns to work.
- (2) If a person's disability is obvious or otherwise known to SAHA, and if the need for the requested accommodation is also readily apparent or known, re-verification is not required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].
- (3) If a person's disability is obvious or otherwise known to SAHA, and if the need for the requested accommodation is also readily apparent or known, re-verification is not required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

Reason for the Changes to 3.3.D (2)(a) and 3.3.E:

Language in this section has been re-written to allow eligibility screening that applies different look-back periods based on the severity of crimes, opposed to previous policy where the look-back period for all criminal activity was five (5) years. This new policy outlines three different look-back periods: three years for less severe crimes, five years, and seven years for the most severe crimes. This section mirrors the language within the Admin. Plan for the AHP Department.

3.3.D OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

(2) Criminal Activity [24 CFR 960.203(c)]

- (a) SAHA is responsible for screening family behavior and suitability for tenancy. In doing so, SAHA may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants.

~~(i) If any household member is currently engaged in or has recently engaged in, within the past five (5) years, any of the following criminal activities, the family will be denied admission.~~

- ~~(A) Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].~~
- ~~(B) Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].~~
- ~~(C) Criminal activity that may threaten the health, safety, or welfare of other tenants [24 CFR 960.203(c)(3)].~~
- ~~(D) Criminal activity that may threaten the health or safety of PHA staff, contractors, subcontractors, or agents.~~
- ~~(E) Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.~~
- ~~(ii) A conviction for such activity will be given more weight than an arrest or an eviction. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity.~~
- (iii) In making its decision to deny assistance, SAHA will consider the factors discussed in Sections 3.3.F. Upon consideration of such factors, SAHA may, on a case-by-case basis, decide not to deny assistance.

3.3.E SAHA CRIMINAL HISTORY SCREENING POLICY

- (1) SAHA will conduct a criminal background check for every adult household member in an applicant’s household.
- (2) In accordance with HUD regulations, SAHA will deny assistance to any household member with a lifetime registration requirement under a state sex offender registration program.
- (3) In accordance with HUD regulations, SAHA will deny assistance to any household member who has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.

- (4) If any household member is currently engaged in, or has engaged in, any criminal activities during the designated look-back periods as presented in the SAHA Screening Criteria Grid below, the family will be denied admission.
- (5) The look-back periods in the Screening Criteria Grid apply from the date of conviction to the date of the screening.
- (6) The Screening Criteria Grid generally applies to convictions. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity.
- (7) If an expunged conviction appears on a criminal background report, it will not be considered in the screening process.
- (8) Attempts and conspiracies to commit a crime will be treated the same way as the primary crime. For example, an applicant with a conviction for attempted murder will be screened the same way as a person with a conviction for murder.

SAHA Screening Criteria Grid

<u>Offense Category</u>	<u>Within seven (7) years of conviction</u>	<u>Within five (5) years of conviction</u>	<u>Within three (3) years of conviction</u>
<u>Violent Criminal Activity</u>	<ul style="list-style-type: none"> ● <u>1st Degree / 2nd Degree Homicide</u> ● <u>Manslaughter / Criminally Negligent Homicide</u> ● <u>Assault / Battery</u> ● <u>Robbery (All Types), including Aggravated Robbery</u> ● <u>1st Degree Felony Injury to an Elderly or Disabled Individual</u> ● <u>Sexual Assault / Sex Offenses</u> ● <u>Deadly Conduct</u> ● <u>Weapons Offense</u> 	<ul style="list-style-type: none"> ● <u>Stalking</u> ● <u>Harassment</u> ● <u>Crimes involving Terrorism / Terroristic Threat</u> 	<ul style="list-style-type: none"> ● <u>Assault by Contact</u> ● <u>Crimes against Animals</u>



	<p><u>(Against Person)</u></p> <ul style="list-style-type: none"> • <u>Kidnapping, Abduction, and Unlawful Restraint</u> • <u>Family Violence/Domestic Violence</u> 		
<u>Drug-Related Criminal Activity</u>	<ul style="list-style-type: none"> • <u>Drug Offense (Manufacture, Distribution, or Possession with Intent to Distribute)</u> 	<ul style="list-style-type: none"> • <u>Driving under the Influence - If two (2) or more convictions</u> • <u>Drug Offense (Possession) - If two (2) or more felony convictions</u> 	<ul style="list-style-type: none"> • <u>Driving under the Influence, or other Alcohol-Related Conviction</u> • <u>Drug Offense (Possession) - Misdemeanor</u> • <u>Currently using Drugs / History of</u>
<u>Other*</u>	<ul style="list-style-type: none"> • <u>Arson-related</u> • <u>Human Trafficking</u> 	<ul style="list-style-type: none"> • <u>Fraud</u> • <u>Burglary/Breaking and Entering (Felony Only)</u> • <u>Criminal Mischief / Damage / Property Vandalism (Felony Only)</u> • <u>Felony Offenses not otherwise on the grid that demonstrate a pattern of illegal behavior (2 or more convictions)</u> 	<ul style="list-style-type: none"> • <u>Trespassing</u> • <u>Theft/Stolen Property (if 2 convictions or more)</u> • <u>Weapons-related (other than use of weapons against person)</u> • <u>Disturbance of the Peace / Public Lewdness</u> • <u>Prostitution (Felony Only)</u> • <u>Solicitation</u> • <u>Destruction of Property</u> • <u>Misdemeanor Offenses not otherwise on the grid</u>

			<p><u>that demonstrate a pattern of illegal behavior (2 or more convictions)</u></p>
<p><u>*Other is defined as the following:</u></p> <ul style="list-style-type: none"> <u>• Criminal Activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity (within a three-block radius); and</u> <u>• Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of SAHA (including a SAHA employee or a SAHA contractor, subcontractor, or agent).</u> 			

Reason for the Change to 4.2.F (2):

The language in this section has been updated to allow for automatic waitlist maintenance through our new system, My Housing. This system will provide electronic notification twice a year to applicants to determine continued interest, in addition to notifications from SAHA by mail. Additional changes are intended to more closely reflect the language in the Administrative Plan for the Assisted Housing Programs (AHP) Department.

4.2.F UPDATING THE WAITING LIST

(2) Purging the Waiting List

- (a) The decision to remove an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to SAHA’s request for information or updates because of the family member’s disability, SAHA must, upon the family’s request, reinstate the applicant family to their former position on the waiting list as a reasonable accommodation [24 CFR 8.4(a), 24 CFR 100.204(a), and PH Occ GB, p. 39 and 40].

See Chapter 2 for further information regarding reasonable accommodations.

- (i) SAHA may periodically send notices to applicants on the waiting list to determine their continued interest in the program. will have sole discretion in determining when to update the waiting list.
 - (A) If the notice is sent via mail, it will be sent to the last mailing address listed on the online application.
 - (B) The notice will provide instructions on how the family must confirm their continued interest in the program.
 - (C) The notice will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the Public Housing waiting lists.
- ~~(ii)~~ ~~To update the waiting list, SAHA will send a notice to applicants on the waiting list to determine their continued interest in the program. This update request will be sent to the last address that SAHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.~~
- ~~(ii)~~(iii) The family's response must be in the method indicated in the notice and must be completed by the deadline indicated received by SAHA on or before the deadline stated in the notice unless a request for an accommodation has been requested by the family prior to the deadline. If the family fails to respond by the deadline, the family will be removed from the waiting list.
- ~~(iii)~~(iv) If a notice is sent via mail and returned by the post office, the applicant will be removed from the waiting list without further notice.
- ~~(iv)~~(v) If a family is removed from the waiting list for failure to respond, the Director or designee may reinstate the family if it is determined that the lack of response was due to SAHA's error, or to circumstances beyond the family's control, or as a reasonable accommodation.

Reason for the Change to 4.3.B (2)(f):

This section changes the point of time for verifying waitlist preferences from the eligibility interview to the time of waitlist selection. This change is included as part of new centralized pre-eligibility procedures for Public Housing, which will be developed and outlined further in a future standard operating procedure.

4.3.B SELECTION METHOD

(2) Local Preferences [24 CFR 960.206]

- (f) Applicants must provide verification of preference ~~during the eligibility interview at the time of selection from the waitlist~~. If the family is not able to provide appropriate verification, they will be returned to the waiting list with the original date and time of the application and without the preference [24 CFR 960.206].

Reason for the Change to 4.3.B (2)(g)(i)(A):

This section separates the types of preference categories available to applicants who are involuntarily displaced due to either a natural disaster or a qualifying type of SAHA action. This change was requested by staff from the Unified Application Center who observed that applicants commonly selected the “Involuntary Displacement Preference” option in error. It is believed that applicants were incorrectly selecting this option, despite a written description beneath the preference option, based on confusion of the meaning of “involuntary displacement.” Given that “involuntary displacement” could mean displacement due to a variety of factors (e.g., homelessness, job loss, etc.) staff requested a preference name and classification that would more clearly indicate the

type of circumstance for the preference. This change in policy, combined with a change to the application, is intended to more easily match applicants impacted by recent natural disasters to the correct preference, and to prevent applicants who are not eligible for the preference from experiencing delays in processing their applications once the preference is removed. The “SAHA Program Displacement Preference” more closely matches the language within the Admin. Plan for the AHP Department.

4.3.B SELECTION METHOD

(2) Local Preferences [24 CFR 960.206]

(g) Waiting List Preferences

Applicants will retain the assigned points throughout the waiting list, eligibility, certified site pools, and offer process.

- (i) ~~Involuntary Displacement~~ **Natural Disaster (75 Points)** - Extended to families that are involuntarily displaced due to a by the following:

- (A) ~~N~~atural disaster (fire, flood, hurricane, earthquake, etc.) within the last six months as verified by ~~local, state, or federal authorities within the last six months~~ a referral from an approved agency, including but not limited to, the American Red Cross or the Federal Emergency Management Agency (FEMA).;

- (ii) ~~(B)~~ **SAHA Program Displacement (75 Points)** - Extended to families that are involuntarily displaced by the following:

- (A) SAHA action (emergency relocation, purchase, demolition, sale of property, extensive rehabilitation, etc.). Displaced families have a preference and can select from available units at SAHA properties;

- ~~(G)~~ ~~(B)~~ SAHA owned and/or operated housing development that SAHA/HUD sells, forecloses, or demolishes (to include major renovations and modernization, property acquisition, or SAHA action). Families affected have a preference to return to the former redeveloped SAHA property; or

~~(D)~~(C) SAHA-sponsored housing programs [Moderate-Rehabilitation Program, Continuum of Care (CoC), Housing Choice Voucher (HCV) Program, Homeownership Program, 5H Homeownership Program, and Section 32 Homeownership] to meet specific housing needs (i.e., bedroom size, reasonable accommodation, legal judgements) or to provide housing due to loss of program funding.

Reason for the Change to 8.1.C (3)(a):

This section adds the requirement for all adult members of the household to sign the lease before receiving a key for the unit. This change incorporates current practice and further emphasizes the necessity of signing a lease prior to receiving keys in order to initially access the unit. This policy clarification was recommended by SAHA general counsel in order to further stress that keys can only be received for a unit once the family has signed a public housing lease.

8.1.C EXECUTION OF LEASE

(a) The head of household, spouse or cohead, and all other adult members of the household will be required to sign the public housing lease prior to admission and prior to receiving a key for the unit.

Reason for the Change to 8.1.F (2)(c)(ii):

This section changes the way that late fees are assessed for rental payments, from a single fee to an initial fee of \$30.00 with an additional final fee of \$20.00, up to a combined total of \$50.00 in late rental fees. This change is intended to show more realistic market conditions by assessing a late fee of \$30.00 (if rent has not been paid

five business days after the start of the month), with a similarly standard additional late fee assessed after the fifteenth (15th) calendar day if the rent has not been paid in full. This change addresses concerns by staff and other residents that on-time rent payments are not properly enforced if a late payment at the beginning of the month can be valued equally at a payment several weeks later. This change also intends to encourage earlier rent payments and reduce the number of families that receive Notices to Vacate and begin eviction proceedings due to nonpayment of rent. This change also supports self-sufficiency efforts by enforcing a practice that is more common in the private housing industry, assessing an additional fee for exceptionally past-due rental accounts. However, this section considers the limited resources of our residents by capping the maximum amount of combined late fees, both the initial and final late fees, at \$50.00 total, which may be addressed within a repayment agreement.

8.1.F PAYMENTS UNDER THE LEASE

(2) Late Fees and Nonpayment

- (ii) In addition, a late fee of ~~\$15.00~~\$30.00 will be charged after the fifth (5th) business day of the month, with \$20.00 charged after the fifteenth (15th) calendar day if the resident fails to pay account in full. The total amount of combined late fees is not to exceed \$50.00.

Reason for Changes to 10.2.C (4)(a):

This section changes the pet restrictions to allow pets that are under 40 pounds and removes the height restriction of 12 inches for pets. The previous weight limit of 20 pounds in (ii) and the height restriction of 12 inches in (iii) did not realistically represent pets that would be too large for most private dwelling units. In an effort to more accurately and compassionately permit pet ownership, this section expands the maximum weight without regard to an arbitrary height restriction. This change meets the requests of community partners engaged in the everyday practice of promoting responsible pet ownership, and no significant impact to current practice is anticipated.

10.2.C STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

(4) Pet Restrictions

- (a) The following animals are not permitted:
 - (i) Any animal whose adult weight will exceed **2040** pounds;
 - ~~(ii)~~ ~~Any animal whose adult height exceeds 12 inches;~~
 - ~~(iii)~~~~(ii)~~ Dogs of the pit bull, rottweiler, chow, boxer, or German Shepherd breeds;
 - ~~(iv)~~~~(iii)~~ Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations; and
 - ~~(v)~~~~(iv)~~ Any animal not permitted under state or local law or code.

Reason for Change in 10.2.D (3)(a):

This change adds a prohibition on permitting pets within the community room of a property, in keeping with the Community Room Standard Operating Procedure (SOP) effective February 1, 2019. This section reflects current procedure and does not apply to service or companion animals, in keeping with local, state, and federal regulations concerning animals in public facilities. No significant change in community room access or activities are anticipated as a result of this change.

10.2.D PET RULES

(3) Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]

- (a) SAHA may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

- ~~(i)~~ ~~Pets are not permitted within the development community room.~~

Reason for Change to 12.3.C (3):

This section adds the planned Alazan Lofts to the list of current Incentive Properties and provides for priorities to residents of Alazan-Apache Courts and Guadalupe Homes. The Alazan Lofts are not currently built, but this section includes the future property to establish the priority of current and existing residents at these nearby developments.

12.3.C INCENTIVE TRANSFERS

- (1) A resident with documented good rental history may request to move to a new or recently modernized unit if the resident meets the following eligibility requirements:
 - (a) Must be a Public Housing resident for at least two (2) years;
 - (b) Must demonstrate a positive rent paying history;
 - (c) Has a history of prompt rental payments for a period of two (2) years;
 - (d) Current on rental payments;
 - (e) Must have a good housekeeping record and satisfactorily passed all housekeeping inspections for a period of two (2) years; and
 - (f) Head of Household and/or spouse must have maintained full-time employment for one (1) year.
 - (i) Retirement and Disability payments will be considered employment.
- (2) Must meet additional eligibility requirements for the designated property, if applicable.
- (3) **Incentive Properties:**
 - (a) The Alhambra
 - (b) San Juan Square I, II, & III
 - (c) Converse Ranch I & II
 - (d) Hemisview Village
 - (e) Refugio Place

- (f) Sutton Oaks I & II
 - (g) Midcrown Senior Pavilion
 - (h) Marie McGuire
 - (i) Alazan Lofts
 - (i) Current residents of Alazan-Apache Courts and Guadalupe Homes who meet the eligibility requirements for an incentive transfer above will receive priority on the transfer list for Alazan Lofts.
- (4) Incentive properties will only be offered to public housing participants who qualify for an incentive transfer or for new admission participants who listed the incentive property as a preferred development.

Reason for Change in 12.3.D (1)(a):

This change adds language consistent with the lease that states the importance of understanding and adhering to all move-out procedures after accepting a transfer unit offer. This change is intended to address the requests of property staff, who state that residents receiving a transfer do not appear to be aware of or otherwise fully adhere to the lease provisions concerning vacating the unit. This change does not impact emergency or SAHA-required transfers, and only applies to the existing criteria for voluntary, resident-requested transfer categories. Including this language in the eligibility section for resident-requested transfers provides an earlier introduction to rules and expectations for residents who have been matched to a transfer unit. Additionally, this section to the eligibility criteria is intended to promote timely and compliant move-out procedures, as per the dwelling lease.

12.3.D Eligibility for Transfer

- (a) Except where reasonable accommodation or an emergency transfer is being requested, SAHA will only consider transfer requests from residents that meet the following requirements:
 - ***
 - (vi) Must agree, upon acceptance of a transfer unit offer, to promptly vacate the unit and adhere to all move-out and

account settlement procedures specified within the Public Housing Lease.

(vii) If the family has not fully vacated the unit after three (3) business days from signing the new Lease, SAHA will take possession of the previous dwelling unit. Any items, trash or debris remaining within the unit will be subject to removal and cleaning fees as specified in the Lease.

Reason for Change in 12.4.G:

This section adds language regarding continued eligibility for public housing assistance throughout the transfer process, including continuing to meet all resident obligations and responsibilities for vacating the unit and returning the keys. This section also specifies that in order to maintain eligibility for assistance, residents cannot owe any move-out charges on their account without repaying the balances via repayment agreement. This section follows industry practice and was based off similar provisions within the HUD Public Housing Occupancy Guidebook. These provisions further emphasize the importance of adhering to all move-out and move-in procedures during the transfer process, and seek to address several concerns raised by property and central SAHA staff. This section clarifies that the terms of the lease continue to apply to residents transferring to a new unit and that continued occupancy is dependent upon maintaining compliance with program rules and procedures.

12.4.G ELIGIBILITY FOR CONTINUED OCCUPANCY

(1) In order to maintain eligibility for continued occupancy throughout a transfer, the family must:

(a) Qualify as a family and meet all other continuing eligibility criteria as specified in Chapter 9 of this policy;

(b) Comply fully with all resident obligations and responsibilities for vacating the unit as described in the Public Housing Lease;

(c) Not owe any back rent, fees, or charges for move-out damages to the previous unit, unless a repayment agreement is established within five (5) business days of signing a Lease to a new unit.

(i) Violations of the repayment agreement will be subject to lease termination as described in the Public Housing Lease and within Chapter 16.

Reason for Change in 13.1.A (1):

This section adds a notification requirement for families who are terminating their public housing lease in order to move to Section 8 assistance with SAHA. This language is intended to address staff concerns from both the Public Housing Department (PH) and the AHP Dept. regarding communication and coordination for residents transitioning from a property to voucher-based assistance. By notifying the property office of their intended transition to SAHA's voucher programs, PH and AHP staff hope to be able to better collaborate on move-out procedures and account settlement issues. This change does not significantly alter current procedure, but would streamline best practices among properties and the two SAHA departments.

13.1 TERMINATION BY TENANT

13.1.A TENANT CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]

(a) If a family desires to move and terminate their tenancy with SAHA, they must give at least 30 calendar days advance written notice to SAHA of their intent to vacate. When a family must give less than 30 days notice due to circumstances beyond their control SAHA, at its discretion, may waive the 30-day requirement.

(i) If a family desires to terminate tenancy in order to move to voucher-assisted housing with SAHA, the family must notify the property office of their transition to SAHA Assisted Housing Programs.

Reason for Changes in 13.3.B and 13.3.C:

These sections add termination language that conforms to the policy changes made to the SAHA Criminal History Screening Policy within Chapter 3. These sections include updated references to the criminal history requirements as amended.

13.3.B MANDATORY LEASE PROVISIONS [24 CFR 966.4(I)(5)]

(3) Drug Crime On or Off the Premises [24 CFR 966.4(I)(5)(i)(B)]

(a) The lease must provide that drug-related criminal activity engaged in on or off the premises by the tenant, member of the tenant's household or guest, or any such activity engaged in on the premises by any other person under the tenant's control is grounds for termination.

(b) SAHA will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control, as defined by SAHA's Screening Criteria Grid in 3.3.E.

13.3.C OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(I)(2) and (5)(ii)(B)]

SAHA will terminate the lease for the following reasons:

(xii) If SAHA is notified of any household member convicted for engaging in any criminal activities as defined in SAHA's Screening Criteria Grid in 3.3.E.

Reason for Change in 16.2.B:

This section removes the requirement that all SAHA flat rents must be set at 85% of the fair market rent. This change provides more flexibility in the rate of flat rents and better adheres to the range provided under federal law and the most recent federal guidance

in PIH Notice 2017-23. Both this PIH Notice and 24 CFR 960.253(b) allow flat rents to be determined within the range of 80% to 120% of FMR. The methods of how SAHA determines and changes flat rent rates are still subject to the procedures outlined in this federal guidance, but this change better reflects the range of FMR rates that SAHA may draw upon to inform flat rent amounts.

16.2.B FLAT RENTS [24 CFR 960.253(b) and Notice PIH ~~2015-13~~2017-23]

(1) Establishing Flat Rents

(a) The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR).

(i) SAHA will set flat rents ~~at 85%~~ between 80% and 120% of the FMR.