

**COMMUNITY CONNECTION OF NORTHEAST OREGON, INC.**  
**HOUSING REHABILITATION LOAN PROGRAM**  
**POLICIES**  
**REVISED Jan 28, 2020 *Final***

**INTRODUCTION**

The Housing Rehabilitation Program, funded through an Oregon Community Development Block Grant (OCDBG), was initiated in response to a community needs evaluation. The target area was chosen on the basis on housing conditions, income, and availability of other sources of assistance.

The goals of the Rehabilitation Loan Program are:

1. To alleviate health and safety problems and correct structural deficiencies in target area homes.
2. To conserve and improve existing low income housing stock.
3. To increase housing opportunities for low and moderate income households.
4. To enable lower income residents of the targeted areas to remain in their homes.

**SECTION 1: APPLICANT ELIGIBILITY**

In order to be eligible for a Housing Rehabilitation Loan, an applicant must meet all of the following requirements. Projects with completed applications will be approved on a first-come, first-served basis for CDBG-funded projects. The Regional Loan Committee may establish a method of prioritizing applications, for loans made out of de-federalized funds.

**1:1 Residency:** The applicant must own and occupy the property to be rehabilitated. More than 50% of the floor space of the dwelling must be occupied by the applicant. The property must also be in the target area approved in the grant application.

**1:2 Income:** Annual gross income of the applicant household must not exceed 80% of county median income limits established by HUD. The limits, as adjusted for family size, will be the most current limits published by HUD at the time of loan approval.

1:21 Total gross income includes, but is not limited to, the following: wages, tips, interest, dividends, social security benefits, pensions, annuity income, alimony, child support, welfare payments, veterans benefits, disability benefits, stipends, or living allowances.

1:22 Annual income does not include the following:

- a) Income from employment of children (including foster children) under the age of 18 years.
- b) Payments received for the care of foster children.
- c) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

- d) Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- e) Income of a live-in aide.
- f) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.
- g) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- h) Amounts received under training programs funded by HUD.

Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.

- i) Temporary, nonrecurring or sporadic income (including gifts).
- j) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.

1:23 For the purposes of this subsection, "Applicant" is the person(s) who own the property and any other persons sharing residency whose income and resources are available to meet the household's needs and who are either related by blood, marriage or operation of law, or who evidenced a stable family relationship for the six months prior to signing the application.

Evidence of "stable family relationship" may include any of the following: birth certificates of the children, joint tax return, prior lease (held jointly), joint bank accounts, insurance policies, prior joint credit history, or equivalent documentation as determined by the Program Coordinator.

1:24 To determine the applicant's income for eligibility purposes, one of the following methods will be used:

- a) Applicant(s) where all the applicant(s) have full time employment will use their income for the three months prior to the date of application, annualize their year to date earnings, or use their latest federal income tax return.
- b) Applicant(s) receiving social security and welfare will annualize their current monthly benefit prior to the date of application.

- c) Applicant(s) where one or more of the applicant(s) have temporary, part-time or seasonal occupations will have income computed from their latest federal income tax return.
- d) Applicant(s) where one or more of the applicant(s) are self employed will use income reported on their latest federal income tax return.

1:25 Income and employment information submitted by applicants will be subject to verification.

**1:3 Net Worth:** In order to qualify for a rehabilitation loan, the applicant must meet the "net worth" requirements. The "net worth" is calculated according to the "Housing Rehabilitation Loan Program Application Instructions". Excluded from the assets and liabilities used in the "net worth" calculation are the applicant(s) home, one automobile and household furnishings.

1:31 If the head of the household of the applicant(s) is under the age of 60, the net worth must be less than \$30,000.

1:32 If the head of the household of the applicant(s) is 60 years of age or older, the net worth must be less than \$60,000.

1:33 Applicant(s) with a net worth that exceeds the limits in 1:31 and 1:32 must be approved by the Regional Loan Committee. Some of the factors the Loan Committee will consider when approving loans where the applicant(s) net worth exceeds the limits of 1:31 and 1:32 are:

- a) The amount that the applicant(s) income is less than 80% of median income. The lower the income, the more favorable will be consideration for approval.

- b) The age and health of the applicant(s). Applicant(s) who are elderly and/or are disabled will be given more favorable consideration for approval.

- c) The amount that the applicant(s) will contribute toward the rehabilitation. Applicant(s) will be evaluated based upon the percentage of their assets that exceed the net worth requirements that will be contributed toward the rehabilitation work. The Regional Loan Committee may require the applicant(s) to contribute a specific amount of funds for the rehabilitation work as a condition for receiving a rehabilitation loan.

- d) The amount that the net worth exceeds the limits of 1:31 and 1:32. Applicant(s) that greatly exceed the limits will receive less consideration for approval than applicant(s) that exceed the limits by a small amount. The Regional Loan Committee may require applicant(s) to contribute a specific amount of funds for the rehabilitation work based upon the amount that the applicant(s) net worth

exceeds the limits and may make the applicant(s) contribution a condition for receiving a rehabilitation loan.

- e) Any unusual financial hardship of the applicant(s).

- 1:34 The property on which the home is located is excluded from the net worth calculation. The parcel can include more than one lot as long as the lots are adjacent to the lot on which the house is located and were purchased when the home was purchased.

## **SECTION 2: REHABILITATION LOAN REQUIREMENTS**

All loans will be deferred, no interest loans that are due upon a qualifying event: sale or transfer of ownership by the last surviving borrower, or when the property is no longer the primary residence of the borrower (see section 10) Applicants will be required to use other private or public resources where possible to provide rehabilitation assistance. Loans to rehabilitate dwellings less than 25 years old will require Regional Loan Committee review and approval.

### **2:1 Loan Amounts:**

- 2:11 The maximum amount that can be loaned on a single property is \$35,000 with the following stipulations:

- a) The maximum amount that can be financed by CDBG funds or non-defederalized funds is \$24,999 or 49% of Real Market Value for the structure, whichever is less.
- b) The maximum amount that can be financed by defederalized funds is \$35,000 or 49% of Real Market Value for the structure, whichever is less.

Two loans can be made on a single property as long as the combined loan does not exceed \$35,000.

- 2:12 The loans will be the lesser of:

- a) The actual cost of approved rehabilitation work and fees, or
- b) Eighty-five (85%) percent of the applicant's equity in subject property as determined by subtracting all liens and/or judgments of record from county real market value, or appraised value as determined by a certified appraiser. The appraisal must have been completed within the past 6 months. An exception can be made if the rehabilitation loan and all other priority liens are less than the assessed or appraised value. Priority liens are liens that must be paid from the proceeds of the sale of the property before payment can be made for the rehabilitation loan. Questions about the priority of a specific lien should be referred to legal counsel if necessary.
  - a. In the event that the Real Market Value is determined to be too low to assist a client with a loan as a result of being outdated, Agency staff may obtain a Broker's Price Opinion as an alternative property valuation.

- 2:13 Loans that exceed the limits of 2:12(b) must be approved by the Regional Loan Committee. Some of the factors that will be considered are:

- a) The credit worthiness of the applicant(s) as evidenced by a credit report. Generally, applicant(s) with a good credit report will receive more favorable consideration however the Regional Loan Committee will carefully examine the circumstances regarding negative credit information such as illness/disability, job loss or divorce.
- b) The applicant(s) ability to finance some of the rehabilitation work. The applicant(s) will be evaluated based upon the percentage of income devoted to housing costs, the percentage of income devoted to total installment debt, the credit worthiness of the applicant(s) and the suitability of the house for financing.

**2:2 Eligible Rehabilitation Costs:**

The rehabilitation loan may be used to pay for all the work necessary to achieve the rehabilitation standards of the Program as determined by Community Connection of Northeast Oregon, Inc. The minimum goal will be the HUD Section 8 Housing Quality Standard. The preferred goal will be the HUD Minimum Design Standard for Rehabilitation for Residential Properties and other improvements and repairs not required by this standard but determined to be necessary to reduce maintenance and operating costs by the Lender's Inspector.

- 2:21 Removal of architectural barriers to meet the special needs of elderly and persons with disabilities will be considered an eligible rehabilitation cost.
- 2:22 Recording fees, title insurance, appraisals, credit reports, floodplain determination, and lead risk assessment are eligible rehabilitation costs.
- 2:23 Additions that are necessary due to overcrowding are eligible rehabilitation costs for projects funded with de-federalized funds only. Guidelines used by the local housing authority and the rehabilitation standards of the program will be used to determine whether overcrowding exists.

**2:3 Ineligible Rehabilitation Costs:**

- 2:31 New construction, expansion, addition or the finishing of unfinished spaces, such as attic or basement or any measures which enlarge or alter the footprint of the dwelling. Exceptions to this policy are; dwellings which do not meet guidelines used by the local housing authority and the rehabilitation standards of the program. See Section 2:23 above.
- 2:32 Materials, fixture, or equipment of a type or quality which exceeds that customarily used in properties of the same general type or value as the property being rehabilitated.
- 2:33 Purchase, installation or repair of furnishings.
- 2:34 The applicant's labor or the labor of a member of the applicant's family or household.
- 2:35 System development charges, connection charges and other costs ineligible under federal Community Development Block Grant regulations.
- 2:36 Any measures that disturb the ground within a federally recognized wetland are not allowed with CDBG funds.

- 2.37 Galvanized roof metal and bituminous roof waterproofing are not eligible material costs for projects funded with CDBG funds. Alternate materials must be used.
- 2.38 Landscape repair and dangerous tree removal is not allowed within a riparian zone using CDBG funds.

**2:4 Ineligible Structures:** The existence of the following conditions will disqualify a structure for a Housing Rehabilitation Loan:

- 2:41 The County Real Market Value of the land and improvements exceeds \$195,000
- 2:42 The structure has deteriorated to the extent where rehabilitation is not economically feasible.
- 2:43 The structure and/or use is in substantial nonconformity with the zoning regulations and/or the comprehensive land use plan of the city or county in which it is located.
- 2:44 Significant code violations exist which would be extremely difficult and/or economically unfeasible to correct.
- 2:45 The proposed expenditure would not increase the value of the property sufficiently to protect the owner's existing equity.
- 2:46 The cost of the repairs required to bring the dwelling up to minimum property standards will exceed the program's loan limit.
- 2:47 The dwelling is a manufactured home constructed prior to June 15, 1976.

**2:5 Consent from Holders of Prior Financing:** Written consent from all holders of prior financing with recorded liens must be secured prior to loan closing if required under prior financing agreements. Prior financing includes but is not limited to prior mortgages, trust deeds and land sales contracts.

**2:6 Prior Financing Balloon Payment Provisions:** Prior financing containing balloon payment provisions must be approved by the Regional Loan Committee. Some of the factors that will be considered are:

- 2:61 The amount of the balloon payment
- 2:62 The present equity and projected equity when the balloon payment is due
- 2:63 An assessment of the applicants ability to refinance or pay the balloon payment

**2:7 Judgments/Federal Tax Liens:** A judgment in excess of \$3,000 at the time of entry will disqualify the property for a Housing Rehabilitation Loan. All Federal tax liens must be satisfied prior to loan closing.

**2:8 Property Taxes:** All real property taxes that are due and payable at the date of loan closing must be paid before loan closing if the property taxes due, existing liens and the rehabilitation loan exceed 80% of assessed or appraised value.

**2:9 Fire Insurance:** Applicants are required to have fire insurance equal to the amount of existing liens and the rehabilitation loan at the time of loan closing and to maintain the insurance during the term of the loan. All premiums for fire insurance coverage that are due and payable at the date of loan closing must be paid before loan closing.

### **SECTION 3: APPLICATION PROCESSING**

**3:1 Application Verification:** All verification documentation except consent(s) from holder(s) of prior financing must be submitted within 60 days of the applicant(s) signing of the application. If the required documentation is not received within 60 days of signing of the application, the next eligible applicant may be considered for a loan.

**3:2 Property Inspection:** All dwellings must be inspected to determine needed repairs and improvements by the Community Connection of Northeast Oregon, Inc. Inspector. Input and participation by the homeowner is encouraged in determining needed repairs and improvements.

**3.3 Inspection Report/Bid Form:** After the Property Review, the Lender's Evaluator will prepare a written report based on the Property Review that describes the substandard conditions of the house and recommended corrections. The Report is not meant to be exhaustive: the loan is limited and there may be other work the house requires to meet HUD standards or local building codes or that is desired by the homeowner. The homeowner must agree to carry out the repairs described in the report. Contractors interested in submitting bids for rehabilitation projects, must use the Inspection Report/Bid Form for their proposal and cost estimate. Community Connection of Northeast Oregon, Inc. Evaluator will prepare a cost estimate for the file to evaluate cost reasonableness of bids provided by contractors.

**3.4 Procurement of Bids:** It is the responsibility of the applicant to procure (3) acceptable bids for the rehabilitation work within 30 days unless the applicant authorizes the Program Coordinator to procure the bids. Fewer bids can be accepted in rare occasions and only if it is less than the cost estimate prepared by Community Connection of Northeast Oregon, Inc. Inspector. Contractors who have a record of poor performance with prior rehabilitation projects funded through the Rehabilitation Program will not be awarded contracts and will be removed from the list of approved contractors provided to homeowners. Some of the factors that will be considered as evidence of poor performance are:

3:41 The quantity and severity of complaints from homeowners: Complaints will be documented from the Evaluation Form provided to the homeowner and complaints filed with the Construction Contractors Board. Complaints will be evaluated based upon project records and findings made by the Construction Contractors Board.

3:42 Failure to pay subcontractors and suppliers when payment is due, however failure to pay a disputed claim may or may not be evidence of poor performance. If the contractor fails to pay undisputed bills to subcontractors and suppliers when due, this may be considered as evidence of unsatisfactory performance.

3:43 Failure to complete work in a timely manner: Both the frequency and the magnitude of time will be evaluated and compared with the records of other contractors participating in the program.

3:44 Other material violations of previous contracts awarded through the Rehabilitation Program: Contractors may appeal the decision to have their name removed from the list to the Lender's Loan Committee.

**3:5 Loan Approval:** The Program Coordinator will approve all rehabilitation loans. Some loans will also require approval of the Regional Loan Committee as applicable. Applicants approved for a rehabilitation loan will be notified in writing. Applications will be approved in the order they are completed. All loans will be secured by a recorded trust deed and/or other instruments. Title insurance is required and can be included in the loan.

**3:6 Other Rehabilitation Assistance:** Program staff will assist the homeowner apply for weatherization grants/loans, bank loans for rehabilitation and/or refinancing and other assistance as appropriate. All other rehabilitation assistance and bank loans for rehabilitation and/or refinancing must be committed, in writing, prior to loan closing. Weatherization grants/loans may be committed after loan closing. Housing Rehabilitation loans are meant to be gap funding only and are not meant to be a replacement for bank-financed assistance. Applicants must demonstrate that they would not qualify for bank financing to cover the pre-estimated amount cost of the project or that making payments on a bank loan would cause a financial hardship for the household.

## **SECTION 4: THE CONSTRUCTION CONTRACT**

The parties to the contract are the homeowner and contractor. All Construction Contracts and related documents must be completed on forms supplied by the Program Coordinator. All Construction Contracts and contract modifications must be approved by the homeowner, contractor and the Program Coordinator.

**4:1 Contractor Eligibility Requirements:** All contractors and subcontractors awarded contracts through the Rehabilitation Loan Program must be registered with the Oregon Construction Contractor's Board (CCB) and possess the required registration classifications and must have \$100,000 liability insurance and Workmen's Compensation Insurance if required. Contractors with a record of poor performance pursuant to paragraph 3:4 will not be eligible for rehabilitation contracts. Homeowners are encouraged to hire local contractors whenever possible. The homeowner is responsible for checking references and quality of work of the contractor.

**4:2 Owner/Contractor:** The owner may act as the general contractor for the rehabilitation work. The owner will be responsible for coordinating the work of the subcontractors and will be required to submit billings from subcontractors in order to receive payment. CCNO will verify the license and bonding status and claim history of all contractors and subcontractors paid with CDBG funds. CCNO is responsible for inspecting the progress for contractors and subcontractors. CCNO will document that all work done is solicited competitively and performed in a lead safe manner.

**4:3 Work Performed by Homeowner:** Oregon CCB-licensed construction contractors must perform work for all CDBG funded projects. For projects funded solely with non-CDBG funds, homeowners will be allowed to do some or all of the work when, in the estimation of Community Connection of Northeast Oregon, Inc., they are able to do so. The owner and members of the owner's household cannot receive payment for their labor. The homeowner



will be required to submit invoices for materials purchased in order to receive reimbursement. Reimbursement will be made after materials have been satisfactorily installed.

**4:4 Contract Completion Time:** All work must be completed within 90 days from the date of the Notice to Proceed. The loan commitment may be terminated by the Program Coordinator if work has not begun within 45 days or less than 30% of the work is completed within 60 days of the Notice to Proceed. Time extensions may be approved due to weather and other reasons in accordance with the Construction Contract. Completion dates of less than 90 days may be required in order to complete the Rehabilitation Loan Program in a timely manner.

**4:5 Contract Payments:** Progress payments can be made for up to 90% of the value of acceptable work completed as represented on the Contractor Payment Request/Voucher Form. Payments will be made in accordance with the Accounts Payable Schedule for the Rehabilitation Loan Program. Before final payment can be authorized:

4:51 All contract work must be completed.

4:53 The borrower must sign the Owner's Certification and Acceptance of Improvements.

4:54 The contractor must sign the Contractor's Warranty and Lien Waiver.

**4:6 Contract Payments Withheld:** The Program Coordinator may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of the Contract Sum owing to Contractor as may be necessary to protect Community Connection of Northeast Oregon, Inc. Security from loss on account of:

4:61 Defective work not remedied.

4:62 Claims filed or reasonable evidence indicating probable filing of claims.

4:63 Failure of Contractor to make payments properly to subcontractors or for material or labor.

4:64 A reasonable doubt that the contract can be completed for the balance then unpaid.

4:65 Damage to another Contractor.

4:66 Failure of Contractor to complete work within the time limits set forth in the Construction Contract.

4:67 Work not authorized under the Construction Contract or approved Contract Change Order.

As the above grounds are removed, payment can be made for amounts withheld because of them.

**4:7 Contract Change Orders:** Any modification of the Construction Contract must be approved, in writing, by the Program Coordinator which approval shall not be unreasonably withheld.

## **SECTION 5: CONFLICT OF INTEREST**

No employee of Community Connection of Northeast Oregon, Inc. its agents, members and families of the Regional Loan Committee, and other 'covered persons' pursuant to 24CFR 570.489(h) who exercise any functions or responsibilities in connection with administration of the Housing Rehabilitation Program shall be eligible for a Housing Rehabilitation Loan, nor shall such a person have any interest, direct or indirect, in the proceeds of such a loan unless a waiver is granted in accordance with 24CFR 570.489(h).

## **SECTION 6: POLICY EXCEPTIONS**

The Regional Loan Committee may waive non-statutory program policies. The request for the waiver will be submitted by the Program Coordinator. Requests for waivers will be evaluated based upon whether the requested waiver is necessary to accomplish the goals of the Rehabilitation Loan Program and will apply only to the application for which a waiver was requested.

## **SECTION 7: DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to the construction contract and the incorporated documents, whether acts of commission or omission, and including, without limitation, the making, performance, or interpretation of the construction contract and the incorporated documents shall be settled by the following process: If the dispute involves the homeowner and the contractor, Community Connection of Northeast Oregon, Inc. Inspector will first be requested to mediate the dispute. If the Lender's Inspector is not able to mediate the dispute to the mutual satisfaction of the homeowner and the contractor, then the Program Coordinator will review the case. The homeowner and/or contractor must make a written request within six months from the time the last payment was made to the contractor for review by the Program Coordinator. The Program Coordinator will issue a decision within 30 days of receipt of the request for the review. If the decision of the Program Coordinator is not acceptable to the homeowner or the contractor, then the case must be submitted to the Construction Contractor's Board. If the dispute involves Community Connection of Northeast Oregon, Inc. and agents or contractors of Community Connection of Northeast Oregon, Inc., the parties will first submit the dispute to the Construction Contractor's Board. If the case cannot be heard by the Construction Contractor's Board, the dispute shall be settled by arbitration administered by the American Arbitration Association, before a single arbitrator, using the rules of commercial arbitration of the American Arbitration Association. Arbitration shall occur in Eugene or Salem, Oregon. The parties shall be entitled to conduct discovery in accordance with the Oregon Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute. If the amount in controversy exceeds \$10,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for the computation of the amount of the award, if any. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing herein, however, shall prevent a party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate. Any claims must be commenced within one year of the date of the last payment to the contractor. In no event may any claim be commenced after the agreed upon period of limitations has passed, and any claim not timely commenced is barred for purposes of mediation, arbitration, litigation or otherwise.

## **SECTION 8: PROGRAM INCOME**

Program income shall be managed in accordance with requirements of Title 1 of the federal Housing and Community Development Act of 1984 as amended including, but not limited to, requirements for eligible costs compliance with national objectives, environmental review, labor standards, procurement, equal employment opportunity, affirmatively furthering fair housing,

nondiscrimination against persons with disabilities, and relocation and real property acquisition. Community Connection of Northeast Oregon, Inc. shall rely primarily on guidance from the State of Oregon in complying with these requirements, since the state is responsible for monitoring the local use of program income earned from Oregon Community Block Grant projects.

Program income earned as a result of this program shall be used for continuation of the Rehabilitation Loan Program as described in the approved application and the Rehabilitation Loan Policies included in the approved application.

## **SECTION 9: SUBORDINATION AGREEMENTS**

Community Connection of Northeast Oregon, Inc. may approve any subordination agreements after approval of the Rehabilitation Loan subject to policies and criteria established by the Loan Committee. A fee will be charged for all subordination agreements.

## **SECTION 10: LOAN REPAYMENT AND PENALTIES**

Loans must be repaid within six months of the qualifying event. A 3% late fee plus 10% interest per annum will be assessed to loans that are not repaid within the six month period. Community Connection of Northeast Oregon, Inc. reserves the right to waive this fee and/or interest.

A qualifying event is:

- 1 Sale or transfer of all or any part of the subject property by any means
- 2 When subject property is no longer the primary residence of the borrower, or
- 3 At the death of the last surviving borrower

## **SECTION 11: REASONABLE ACCOMMODATION**

Community Connection of Northeast Oregon Inc. will afford reasonable accommodation to applicants and clients with a known disability, unless to provide such accommodation creates a hardship on the company's operations. Maximum loan amounts for reasonable accommodation will be consistent with section 2 above.

11.2 Reasonable accommodation for Housing Rehabilitation clients will consist of removal of architectural barriers to meet the special needs of elderly and persons with disabilities and will be considered an eligible rehabilitation cost (See section 2.21 above). The following measures will be considered reasonable:

- 11.21: Accessible tubs/shower stalls
- 11.22: Grab bars
- 11.23: Permanently installed wheelchair ramps
- 11.24: Widened entryways
- 11.25: Permanently installed, alternative systems for hearing impaired individuals to alert them to smoke alarms, phone ringers, doorbells, etc.

11.30: Reasonable accommodation for Housing Rehabilitation clients who are served with CDBG funds will not consist of the following:

11.31: Expansion of the footprint of the home for any reason.

11.32: New Construction

11.40: Requests for accommodation beyond what is listed above will be reviewed by the loan committee and a decision will be returned to the client in writing within 30 days of the date of request. Undisputed construction measures can be completed according to the Housing Rehab Procedures. Written denial requests will include information to the client where other assistance may be available.