

Meeting Date: March 4, 2026
Agenda Item No. HA01
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From: [Gilberto Vera](#)
To: [FGG, Public Comment](#)
Subject: [External] Fw: Public Comment on ANNUAL PLAN FOR FISCAL YEAR 2026-27
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[Outlook-zrnvwagk.png](#)

Good morning,

I wanted to forward this public comment to this email as well.

Gil Vera, Esq. (Pronouns: He/Him/His)
Director of Housing Justice Collaborative (HJC), Policy and Training
LEGAL AID SOCIETY OF SAN DIEGO, INC.



Why include pronouns? I include pronouns in an effort to share my personal and professional commitment to transgender inclusivity and visibility.

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From: Gilberto Vera [REDACTED]
Sent: Tuesday, March 3, 2026 4:35 PM
To: HACSDBOARDS.HHSA@SDCOUNTY.CA.GOV <HACSDBOARDS.HHSA@SDCOUNTY.CA.GOV>
Subject: Public Comment on ANNUAL PLAN FOR FISCAL YEAR 2026-27

Good afternoon,

Below you will find Legal Aid Society of San Diego's public comments on HACSD's proposed FY26-27 Administrative Plan.

- 6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION

We understand the difficulties and administrative burden of applying 6-II.D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)] lead to decision to eliminate this. However, we still need to recognize that medical expenses burden the housing stability of elderly and disabled families. Currently, 24 CFR 5.611(a)(2) allows up to a \$525 deduction for medical costs. We would recommend you update your admin plan to increase the single deduction from \$400 to \$525 in compliance with 24 CFR 5.611(a)(2). Lastly, we recommend that you review the allowable deduction calculated annually under 24 CFR 5.611(a)(2) and adjust the amount in the admin plan accordingly.

- 8-II.G. Enforcing Owner Compliance

Currently, the max time HAP may be abated is 90 days. We have seen landlords use abatement cause HAP contract termination remove Section 8 tenants from their properties when they do not have just cause

or are trying to avoid paying relocation due to tenants under state and local law for no-fault evictions. The HAP contract termination forces tenants to move out after they are issued a RAFTA. If they do not move out and use their voucher elsewhere, it will expire and they will be terminated from the Section 8 program.

The currently regulations incentive landlords to allow the unit to get into disrepair to fail HQS, fall into abatement, and eventually terminate the HAP contract. While they may lose 2-3 months of HAP payment, it would be more costly to evict the tenant and either pay 2-3 months of Small Area Fair Market Rents (SAFMR) as required by the City of Chula Vista and Imperial Beach, and 1 month of contract rent in the rest of the areas served by the County. The landlord also avoids the costs and time of bring an eviction lawsuit. To limit this abuse, we would recommend you extend the max length of time that HAP may be abated to 180 days. Under 24 CFR § 982.455, PHAs may go up to 180 days of no HAP until they are required to terminate the HAP contract. To avoid forcing Section 8 participants to stay in abated units, you could allow the Section 8 participant to request a RAFTA if the unit has been abated more than 30 days. These changes would create a harsher penalty to landlords who refuse to repair HQS and not allow them to circumvent tenant protections.

- 10-I.C. MOVING PROCESS- Housing Assistance Payments [24 CFR 982.311(d)]

Currently when a tenant moves units with a tenant-based voucher, HACSD will not allow assistance paid to the old unit to overlap with assistance paid to the new unit unless there are extenuating circumstances. This policy is inconsistent with sub-section (d) under Section 982.311 of Title 24 of the Code of Federal Regulations, which states “Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.” HACSD should conform the 2026 Administrative Plan to reflect the Code of Federal Regulations by stating that tenants are allowed up to thirty (30) days of overlap of payments of assistance to an old unit and a new unit. Thirty (30) days is the appropriate amount of

time as Section 982.311 states that overlap of the last housing assistance payment (consisting of one (1) month of rent) and the first assistance payment for the new unit (also consisting of one (1) month of rent) is not considered duplicative. If not administratively burdensome, HACSD can save money by prorating each assistance payment based on move-in and move out dates.

Moving is a stressful event for any individual, even more so for persons who are disabled, elderly or experiencing financial difficulties. Thus, implementation of this change would alleviate stress tenants currently face and affirmatively further fair housing for disabled tenants. Tenants can feel pressured decrease overlap time, and find themselves trying to arrange an inspection, lease signing and move to happen in quick succession. If the HACSD Administrative Plan is changed to adhere to the Code of Federal regulations section, then tenants will experience smoother and less stressful move times. In addition, this takes time pressure off HACSD employees who work to facilitate moves between units.

- 14-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE Add language that allows renegotiation of payments if they become unaffordable: Repayment Agreement [24 CFR 792.103]

If a family experiences a decrease in income while participating in a repayment plan, the repayment plan should be re-negotiated and payments decreased. In addition, if a family experiences a catastrophic financial loss including but not limited to medical expenses, death related expenses, car repairs, the repayment plan should be renegotiated and payments decreased to ensure they aren't paying more than 40% of Household income to rent and repayment.

Families who receive rental subsidies often lack financial flexibility, living paycheck-to-paycheck. Therefore, any unexpected expense events such as a job loss, car accident, unexpected injury or illness or death can create profound financial stress. A family experiencing such a stressful event should not also have to face the possibility of losing their subsidy, due to termination for not being able to make payments on a repayment plan. When HACSD is entering into payment plans with

families, it should plan for options that families can utilize if they find themselves in an unexpected financial situation where they will be unable to make payments. HACSD should create a repayment system that anticipates these situations and is fair. Repayment plans should not be so inflexible as to terminate a families' voucher due to an unexpected expense that a family has no control over.

- 12-II.F. TERMINATION NOTICE

When considering termination of assistance, HACSD has identified a reasonable accommodation as a “mitigating factor” in Ch. 12-11.D in accordance with 24 CFR 982.552(c)(2)(iv). HACSD’s Notice of Intended action should include an advisement to tenants that they are permitted to request reasonable accommodation regarding the allegations of the notice and explain how to do so. Persons with disabilities should be aware that they can request reasonable accommodations when they receive a Notice of Intended Action, and providing this information on the notice is the best way to make them aware. If this information is not provided on the notice, it is much more likely that persons with disabilities who do not have legal assistance will not avail themselves of any requests for reasonable accommodation. Thus, a disabled person could be deprived of their subsidy without knowing they had the ability to keep it if they made a reasonable accommodation. Pursuant to 42 U.S.C. Section 1437c-1(d)(16) HACSD has a duty to affirmatively further fair housing, adding this information to the Notice of Intended Action does so.

- 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

Provide follow up notice to landlords if informal hearing is requested to let them know termination of HAP, and HAP payments, will not be completed until after the informal hearing. This will prevent landlord from preemptively spending unnecessary time and money evicting a tenant if they are under the assumption HAP will be terminated in accordance with the date in the NIA.

- 12-III.C. EVICTION [24 CFR 982.310(e) and (f) and Form HUD-52641-A, Tenancy Addendum]

Currently, the Admin Plan states, “the HACSD must continue to make housing assistance payments to the owner until the tenant has moved, the owner has obtained a court judgement, or otherwise evicted the tenant.” Furthermore, by “endorsing the monthly check from the HACSD, the owner certifies that the tenant is still in the unit.”

However, HACSD implantation of this policy does not align with the spirit of the HUD regulations. In practice, HACSD stops HAP payments to the landlord once an eviction has been filed and hold payments until there is either a settlement for the tenant to stay or upon confirmation that the tenant has moved out. By this point, there are usually 2-4 months of unpaid HAP that has accumulated. The unpaid HAP makes an already adversarial process more conscientious because the landlord is concerned, they will not receive the unpaid HAP payments that have accumulated. This tension can interfere with the ability of a landlord and tenant to reach a settlement and increases the costs of litigation.

We would recommend the HACSD modify the language accordingly, “the HACSD must continue to make *timely monthly* housing assistance payments to the owner until the tenant has moved” (added language in italics) This aligns with the HUD regulations and clarifies your current Admin Plan that HAP payments should continue throughout the eviction process.

- 16-III.B. INFORMAL REVIEWS: Scheduling an Informal Hearing [24 CFR 982.555(d)]

The process to terminate a Section 8 voucher can be extremely stressful and destabilizing to participants, especially for elderly and disabled households. It often takes time for them to find someone who can help and advise them on the process, especially with delays in mail.

To facilitate participants’ ability to seek help and meaningfully engage in the process, we recommend extending the number of days participants have to review the hearing packet and submit their documents for informal hearings. We recommend hearing packet should be mailed no later than 10 business days before the hearing and have participant

docs due 5 business days before the hearing. This will give them time to find an attorney or seek help to properly prepare for the hearing, reviewing the strength of PHAs case, and get advice on the merits of going forward with the hearing. This could potentially cut down on the need to go forward with meritless hearings because participants have more time to get advice on their situation. Lastly, this would provide participants more time to rearrange work, school/childcare, and medical appointments to meaningfully participate in the process.

Thankfully,

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