



# CITY OF HENDERSONVILLE STRATEGIC HOUSING PLAN STEERING COMMITTEE

City Hall – 2<sup>nd</sup> Floor Meeting Room | 160 6<sup>th</sup> Ave. E., | Hendersonville NC 28792  
Monday, December 16, 2024 – 4:00 PM

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## MINUTES

**Present:** Council Member Lyndsey Simpson, Council Member Jennifer Hensley, Robert Hooper (WNC Source), Debi Smith, (TDA), Connie Stewart (Housing Authority); Madeline Offen (Pisgah Legal); Sarah Cosgrove (Builder’s Assoc. of the Blue Ridge); Hilary Paradise (Land of Sky)

**Absent:** Carsten Erkel (Partnership for Economic Development); Jennifer Duvall (HAC)

**Staff Present:** City Manager John Connet, City Attorney Angela Beeker, City Clerk Jill Murray, and Communications Manager Allison Justus

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### 1. CALL TO ORDER

Council Member Jennifer Hensley called the meeting to order at 4:10 p.m. and welcomed those in attendance.

Council Member Lyndsey Simpson arrived late at 4:12 p.m.

### 2. PUBLIC COMMENT - None

### 3. APPROVAL OF AGENDA

*Sarah Cosgrove moved, seconded by Debi Smith to approve the agenda as presented. A unanimous vote of the Committee Members present followed. Motion carried.*

### 4. APPROVAL OF MINUTES

*Debi Smith moved to approve the minutes of November 18, 2024 as presented. A unanimous vote of the Committee Members present followed. Motion carried.*

### 5. NEW BUSINESS

#### A. 2025 Annual Meeting Calendar – Jill Murray, City Clerk

Debi Smith moved, seconded by Sarah Cosgrove, to approve the 2025 Annual Meeting Calendar as presented. A unanimous vote of the Committee Members present followed. Motion carried.

# NOTICE

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City of Hendersonville Strategic Housing Plan Steering Committee | 160 6<sup>th</sup> Avenue E., Hendersonville, NC 28792

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## CITY OF HENDERSONVILLE

### Strategic Housing Plan Steering Committee

#### **2025 ANNUAL SCHEDULE OF REGULAR MEETINGS**

**Regular Meetings** of the City of Hendersonville Strategic Housing Plan Steering Committee are held **Monthly on the third Monday of each month at 4:00 p.m.** in the 2<sup>nd</sup> Floor Meeting Room inside of City Hall located at 160 6<sup>th</sup> Avenue East, Hendersonville NC.

The following regular meetings have been scheduled for 2025:

**January 27, 2025**

**July 21, 2025**

**February 17, 2025**

**August 18, 2025**

**March 24, 2025**

**September 15, 2025**

**April 21, 2025**

**October 20, 2025**

**May 19, 2025**

**November 17, 2025**

**June 16, 2025**

**December 15, 2025**

Meetings are open to the public.

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**Jill Murray, City Clerk**

#### **B. Presentation by Hendersonville Housing Authority – Connie Stewart, Executive Director**

Connie gave a brief overview of the Hendersonville Housing Authority and showed the following PowerPoint presentation followed by some questions by the Board.

# Hendersonville Housing Authority

203 N Justice Street  
Hendersonville, NC 28739  
828-692-6175



## Project Based Section 8 PBRA

- We manage 375 units in Henderson County. 343 units in city limits, 22 units in Etowah and 10 units in Fletcher.
- 352 units converted to RAD PBRA on 10/1/2020 from Public Housing & the remaining 23 units converted on 6/1/2021.
- Public Housing operated from a Capital Fund that was dispersed to Housing Authorities one time a year and the rent we collected.
- PBRA (Multi-Family) is operated by receiving a voucher from HUD once a month and the rent we collect.
- Our rents are based on 30% of your gross income.
- The contract rents are set by HUD. 80% of the Fair Market Value.

## Hendersonville Affordable Housing Corp

- 352 units
- Contract rent for these units are as follows:
  - 0 Bedroom - \$647
  - 1 Bedroom - \$651
  - 2 Bedroom - \$812
  - 3 Bedroom - \$1089
  - 4 Bedroom - \$1411
  - 5 Bedroom – \$1620

# RTS Affordable Housing Corp

- 23 units
- Contract rent for these units are as follows:
- 0 Bedroom - \$895
- 1 Bedroom - \$897
- 2 Bedroom - \$1039

## Rent

- Your rent is based on 30% of your gross income
  - Example: 3 bedroom unit – contract rent \$1089.00
  - If we figure your rent to \$500.00 on a 3 bedroom unit, then you would pay the \$500.00 and HUD would send me a payment of \$589.00.
- 
- We pay all utilities – gas, water and electricity
  - HHA has a maintenance staff to fix problems
  - HHA contracts mowing companies to care for your yard

# Applications

- Applications are taken on Tuesday & Wednesday from 8:30 am – 11:00am after the first 10 days of the month.
- The applications are taken in person and anyone over 18 years of age must be present at application time.
- Everyone is welcome to apply.
- Please bring ID (those 18 & older) ss cards and birth certificate.
- Applications will be taken even if you do not have these documents with you but we will have to follow for this information.
- A background check is done on all members of household, 18+

# Preferences

- Your application is grouped with the size of unit you require.
- Then you are given a preference in that unit size.


Elderly/Disabled persons in Henderson County

Working persons and Elderly Disabled not in Henderson County

Non-working persons

- We have MOU of with Rescue Mission and Safelight and if you are participating in their program you will be given a step up in each of the above categories.

# Income Limits

 <b>FY 2024 INCOME LIMITS DOCUMENTATION SYSTEM</b>										
<a href="#">HUD.gov</a> <a href="#">HUD User Home</a> <a href="#">Data Sets</a> <a href="#">Fair Market Rents</a> <a href="#">Section 8 Income Limits</a> <a href="#">MTSP Income Limits</a> <a href="#">HUD LIHTC Database</a>										
FY 2024 Income Limits Summary										
FY 2024 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2024 Income Limit Category <a href="#">Click for More Detail</a>	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Asheville, NC HUD Metro FMR Area</b>	\$86,100	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	32,700	37,400	42,050	<b>46,750</b>	50,450	54,200	57,950	61,700
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	19,650	22,450	25,820	<b>31,200</b>	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	52,350	59,800	67,300	<b>74,800</b>	80,750	86,750	92,750	98,750

NOTE: **Henderson County** is part of the **Asheville, NC HUD Metro FMR Area**, so all information presented here applies to all of the Asheville, NC HUD Metro FMR Area. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the Asheville, NC HUD Metro FMR Area.

The **Asheville, NC HUD Metro FMR Area** contains the following areas: Buncombe County, NC; Henderson County, NC; and Madison County, NC.

# Maximum Rents

- HUD sets a limit on rent we can charge by bedroom size.
- FY 2024
- 0 Bedroom - \$1428
- 1 Bedroom - \$1496
- 2 Bedroom - \$1680
- 3 Bedroom - \$2160
- 4 Bedroom - \$2851

















## Hurricane Helene

- HAHC lost 48 units to Hurricane Helene
- 30 units in Lincoln Circle
- 18 in Robinson Terrace Family
- FEMA is assisting these families with shelter at this time.
- All of the damaged units have been cleaned out and we were given authorization from the families to dispose of unwanted items.
- We are starting to gut the units to stop the mold growth and we are working with EPA and HUD on the standards of air quality and remediation of the mold.



SSS





## Waiting List

- As of the storm, we are not taking applications at this time.
- We are not housing anyone on the waiting in 2 or 3 bedrooms at this time. We are offering all available units to displaced residents.
- We have been able to house 15 of the families that lost their unit to Hurricane Helene.

### **C. WNC Source Update** – *Robert Hooper, Housing Director*

Robert Hooper gave a brief PowerPoint presentation about WNC Source Housing Services and answered some questions from the Board.



# WNCSOURCE

## HOUSING SERVICES

### Details & Data

Empowering people, transforming lives

## What are Housing Choice Vouchers?

- The housing choice voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments.

[https://www.hud.gov/topics/housing\\_choice\\_voucher\\_program\\_section\\_8](https://www.hud.gov/topics/housing_choice_voucher_program_section_8)

## PROGRAM OVERVIEW

- Voucher Administrator for Henderson & Transylvania County
- WNCSOURCE establishes payment standards and utility allowance schedule for both counties
- Approx. 649 On Waitlist (Henderson – 539; Transylvania – 110)
- 677 Total Vouchers
- Approximately 625 Active (Henderson – 459; Transylvania – 155)
  - Special Purpose Vouchers Administered: HUD VASH & Non-Elderly & Disabled (N.E.D.)
- Portability – port to any PHA in U.S. that has voucher program
- F.S.S. (Family Self-Sufficiency) – 25 Currently Enrolled
  - All program participants are eligible to join.
  - Participants identify and work toward their own self sufficiency goals
  - Monthly deposits into Escrow Account
  - Receives a check upon graduation from the F.S.S. program

# Program Eligibility

## Eligibility Requirements and Preferences

- We admit at the Very-low income level (50 Percent of Area Median Income. Ex: \$32,700 for 1 Person & \$46,750 for family of 4)
- Preferences:
  1. Elderly, disabled, or families with minor children.
  2. Local Residents of Henderson and Transylvania County
  3. Homeless w/ verification
- Criminal History: Denial based on Violent and Drug related convictions within past 5 Years
  - ✓ Denials can be appealed.

## Applicant family must:

- Qualify as a family as defined by HUD and the PHA.
- Have income at or below HUD-specified income limits.
- Qualify on the basis of citizenship or the eligible immigrant status of family members.
- Provide social security number information for household members as required.
- Consent to the PHA's collection and use of family information as provided for in PHA-provided consent forms.
- Duplicative subsidy not allowed.

## Voucher Issuance to Lease Up (6 Steps)

1. Voucher Issuance appointment
2. Voucher Issued
  - Based on family size
  - Payment Standard attached to bedroom size on voucher
  - Normal Voucher Term is 120 days with 30 additional days with reasonable accommodation request (requires approval).
3. Tenant submits RTA (Request for Tenancy Approval) packet
  - Rent Reasonableness
  - Rent must not exceed 30% of Adjusted Monthly Income
4. HQS Inspection
  - Assistance can begin on the day unit passes inspection but never prior to that date.
5. LEASE: WNCSOURCE must request, review and approve the lease.
6. HAP CONTRCT: Once approved, owner and WNCSOURCE signs the HAP Contract.

# WNCSOURCE HCV Data

## HCV Program Data (23' & 24')

- **Success Rate: 39%**  
(Success Rate reflects the number of vouchers issued to those who successfully lease up)
  - Henderson: 39%
  - Transylvania: 42.6%

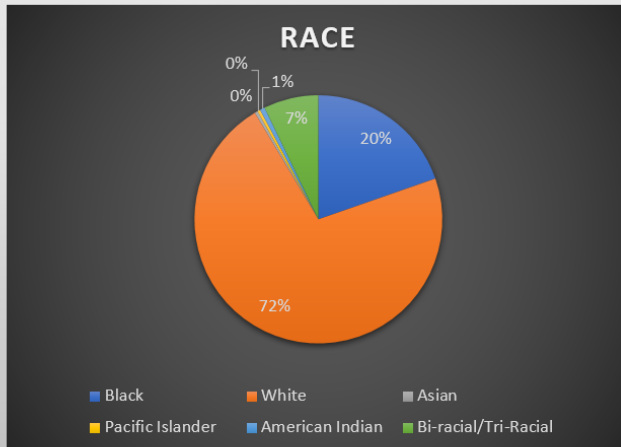
**Attrition Rate: 12%**

## HCV Data – Henderson County

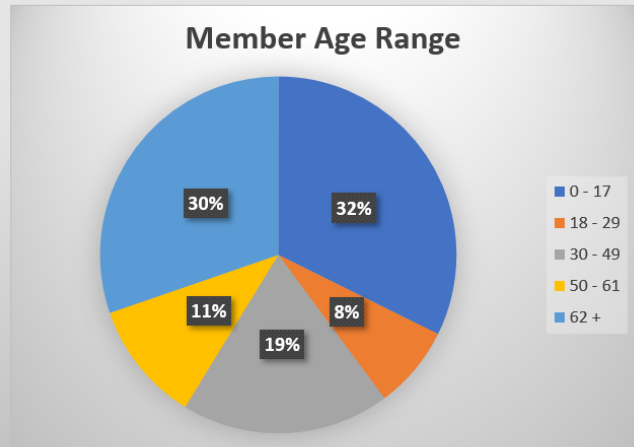
- **Average Annual Income: \$17,054**
- **Demographics: 459 families (784 People)**
  - 20 identified as Hispanic
  - **Race:**
    1. White: 336
    2. Black: 84
    3. Indian American: 4
    4. Asian: 1
    5. Pacific Islander: 2
    6. Biracial: 31
  - **Age:**
    - 0 - 17: 253
    - 18 - 29: 59
    - 30 - 49: 148
    - 50 - 61: 86
    - 62 + : 237

# Henderson County HCV Participants

**RACE – HENDERSON COUNTY**



**AGE RANGE – HENDERSON COUNTY**



12/4/2024

## WNCSOURCE

### 2025 VOUCHER PAYMENT STANDARDS

Note: Effective Date for new contracts is immediate and effective November 14, 2024.  
Effective Date for Annual Recertification is January 1, 2025

#### Transylvania County

Current FMRs & Voucher Payment Standards	0 BR	1 BR	2 BR	3 BR	4 BR
2024 HUD Fair Market Rents	853	858	1128	1364	1378
2024 WNCSOURCE Payment Standards	1023	1029	1353	1636	2085
<b>2025 FMRs &amp; Proposed Voucher Payment Standards</b>					
2025 HUD Fair Market Rents	871	877	1150	1386	1729
Effective Nov 14, 2024 for New Contracts Effective Jan 1, 2025 for Recertifications WNCSOURCE Payment Standards	1045	1052	1380	1663	2074

#### Henderson County

Current FMRs & Voucher Payment Standards	0 BR	1 BR	2 BR	3 BR	4 BR
2023 HUD Fair Market Rents	1428	1496	1680	2160	2851
2023 WNCSOURCE Payment Standards	1428	1496	1680	2160	2851
<b>2024 FMRs &amp; Proposed Voucher Payment Standards</b>					
2024 HUD Fair Market Rents	1286	1347	1512	1944	2566
Effective Nov 14, 2024 for New Contracts Effective Jan 1, 2025 for Recertifications WNCSOURCE Payment Standards	1427	1495	1678	2157	2848

#### D. Landlord/Tenant Law – Madeline Offen. Attorney

Attorney Madeline Offen gave a PowerPoint presentation explaining North Carolina Landlord/Tenant Law.

# NORTH CAROLINA LANDLORD TENANT LAW

**Madeline Offen**  
**Managing Attorney at Pisgah Legal**  
**Services**  
**December 16, 2024**



## One Caveat

I'm a lawyer, but I'm not YOUR lawyer. I can't answer any specific questions but can speak generally about what North Carolina law says. If you have other questions, or your working with folks you think could use Pisgah Legal Services' assistance, please refer them to us by calling (828) 253-0406 or applying online at [pisgahlegal.org](http://pisgahlegal.org).

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## Termination of leasehold

- §42-3 Failure to pay (statutory)
- §42-14 Holdover
- §42-26 Breach of lease
- §42-63 Criminal Activity

## Common Misconceptions

- No automatic right to a 30-day notice (or in some cases, any notice)
  - Month to month tenant generally only entitled to 7 days notice
- No exceptions made for disabled, elderly, people with children, people who have fallen on hard times.
- North Carolina law **does not** permit tenants to withhold rent when a landlord fails to make repairs. Tenants can only do so after receiving a court order permitting them to do so.
- Very little changes to North Carolina landlord tenant law in the post-disaster context. (except 42-12).



# Common Situations

- Landlords are not making necessary repairs
- Tenant falls behind on rent due to job loss
- Landlord wishes to terminate tenancy
- Tenant wishes to terminate tenancy

## When a Tenant Falls Behind on the Rent, Landlords...

- Can't turn off utilities
- Can't have law enforcement remove tenants without going through eviction process
- Can't change locks
- Can't dispose of the tenant's property

In order to evict someone, a landlord **MUST** go through the summary ejectment procedures outlined in Chapter 42 of the North Carolina General Statutes



## §42-3 Failure to pay rent

- Requirements:
  - 10 day grace period...full days
  - Clear and unequivocal demand for rent
- Default provision... Parties are stuck with contract terms

## §42-3 Defenses

- Statutory defense: §42-33 tender
  - Tender must be made before **final judgment**
  - Need not include late fees and other non-rent charges
  - Must include all rent past due and cost of court
- Set-off
- Notice issues



# §42-14 & §42-14.3 Holdover

- Notice requirements
  - Year to Year: one month
  - Month to month: one week
  - Week to week: two days
  - Mobile Home lot rental: 60 days regardless of the length of tenancy
  - §42-14.3 Mobile home park closing: 180 days notice (plus notice to NC Housing Finance Agency)



## §42-26(a)(2) Breach

- Landlord Must prove by preponderance
  - Right to declare a forfeiture must be distinctly reserved in the lease
  - Proof of the happening of the event on which the right is exercised must be clear
  - The party must exercise his right promptly



## §42-26(a)(2) Breach

- Ambiguous lease terms are interpreted against the LL
- The law “abhors a forfeiture”
  - Landlord must follow notice and other procedural requirements in the lease or face dismissal
  - Substantially increased in subsidized properties

## Defenses to Breach

- Common Law Waiver:
  - Landlord, after learning of the breach may choose to exercise right to evict or allow tenancy to remain by accepting rent, can't do both
  - After acceptance, Landlord has waived breach for the remainder of tenancy
  - Holding but not cashing a check counts as acceptance
  - Multiple “violations” constituting a breach?

## §42-63 Criminal activity

- “occurred on or within individual rental unit” or immediate vicinity of the entire premises;
- Unit was used in furtherance of
- Tenant with knowledge allows banned person to reenter or does not call law enforcement
- Eviction can be partial or conditional



## §42-64 Criminal activity

- Affirmative defense:
  - Tenant not involved in activity; AND
  - Did not know it was occurring; OR
  - Did everything that could be reasonably expected to prevent commission of criminal activity; such as
    - Calling law enforcement, requesting LL remove household member from lease, seeking help from a church, dss, Pisgah legal?, etc
  - Second time around, tenant’s burden is clear and convincing standard

## §42-64 Criminal activity (cont)

- Exemption: “the court is clearly convinced that immediate eviction or removal would be a serious injustice, the prevention of which overrides the need to protect the rights, safety, and health of the other tenants and residents of the leased residential premises”.
- 42-67: it is not a defense that activity was isolated or criminal no longer lives there BUT is admissible to support exemption in 42-64

## APPEAL for trial de novo

- 3 documents needed
  - Notice of appeal
  - Bond to Stay
  - Petition to Sue/Appeal/File Motions as an indigent
    - food stamps, TANF, SSI, Represented by Legal Services (or pro bono atty), or catchall

# Bond to Stay

- NCGS §42-34
  - Tenant must sign an undertaking to pay periodic rent as it becomes due under the lease.
  - Five day grace period (days calculated using rule 6 of NC rules of Civ. Pro.)
  - If the eviction was based on failure to pay rent AND the Magistrate’s judgment falls on a day more than 5 days (actual days) before rent becomes due, T must pay prorated rent for those days.
  - Failure to pay....stay dissolves



# Misc. Ejectment in DC

- §42-34.1 (after District Court)
  - Judgment is stayed for 30 days after District Court.
  - Conditions in 42-34(b) apply
  - (a1) If judgment is to be executed before rent is due, rent is prorated.
- §42-35- Tenant dispossessed of premises after Magistrate’s Order.
  - If proceeding is quashed in District Court, the Court SHALL restore Tenant to Possession (if necessary).

# Breach/ Warranty of Habitability

- Residential leases include an implied warranty of habitability which creates numerous landlord responsibilities
- Responsibilities include:
  - Duty to Make Repairs
  - Duty under Express Covenants
  - Liability for Defects
- Remedy: Rent Abatement
  - Difference between the fair rental value of the property in a warranted condition and the fair rental value of the property in its unwarranted condition.

# Breach/ Warranty of Habitability

- What is uninhabitable?
- §42-42(a) Landlord Obligations
  - Comply with all applicable housing codes
  - Make all repairs and keep premises in a fit and habitable condition
  - Keep all common areas in safe condition
  - Provide operable smoke alarms
  - Repair or remedy any imminently dangerous condition on the premises
    - Unsafe wiring, flooring, ceiling, chimney
    - Lack of potable water, operable locks, heating, operable toilet and bathtub or shower, structural defects that can lead to infestation, sewage, etc ...



# Misc. Considerations

- Take pictures of all defects.
- Contact the fire marshal or building inspector for a safety check.
- Request Repairs in writing in order to place landlord on notice of defects.
- Go look at the premises yourself before you file
- Client can testify as to the value of the property



Board Member Sarah Cosgrove left the meeting early at 5:16 p.m.

**6. OTHER BUSINESS - None**

**7. ADJOURNMENT**

There being no further business, the meeting was adjourned at 5:34 p.m.

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Jennifer Hensley, City Council Member & Chairman

ATTEST:

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Jill Murray, City Clerk