

ASSISTED HOUSING MANAGEMENT

A Legal Compliance Guide for Owners & Managers of HUD-Assisted Housing Sites

FEBRUARY 2025

insider

IN THIS ISSUE

FEATURE

HUD's Final Rule Establishes Eviction Notice Requirements 1

DEPARTMENTS

COMPLIANCE

HUD Issues 2025 Section 8 Annual Adjustment Factors 4

■ *NSPIRE's Affirmative Requirements for Inspectable Areas* 6

RECENT COURT RULINGS

Owner's Lease Renewal Prevents Nonpayment of Rent Eviction 8

Court Upholds Eviction for Marijuana Use 9

IN THE NEWS

HUD Publishes 2025 Operating Cost Adjustment Factors 11

Sound Off on Climate Resilience Measures, Property Insurance 12

If this issue was forwarded to you by a colleague, we'd love for you to become a subscriber.

SUBSCRIBE TODAY to get direct access to exclusive content, updates, and insights tailored just for you – delivered straight to your inbox every month! Visit: www.assistedhousinginsider.com

HUD's Final Rule Establishes Eviction Notice Requirements

PBRAs, PHAs to provide 30-day notice before terminating lease for nonpayment

HUD recently issued a final rule titled “30-Day Notification Requirements Prior to Termination of Lease for Nonpayment of Rent.” This regulation standardizes the eviction notice process for PHAs and certain Project-Based Rental Assistance (PBRA) properties. This rule is HUD’s latest effort to decrease housing instability and address increasing rates of homelessness among low-income

families. The rule became effective on Jan. 13, 2025.

HUD first looked to modify the eviction process for PHAs and PBRAs in response to challenges posed by the COVID-19 pandemic. In October 2021, HUD published an interim final rule providing a 30-day notice period before filing an eviction for nonpayment of rent. This was part of a broader federal effort to help reduce the financial



NOTICE PERIODS FOR EVICTION IN HUD PROGRAMS HAD BEEN ALL OVER THE MAP.

hardships families were facing due to the pandemic.

Before the interim final rule, notice periods for eviction in HUD programs were all over the map. Public housing required 14 days' notice, while Section 8 programs sometimes required as little as five business days. Further complicating matters, state and local laws created a patchwork of requirements, with only Washington, D.C., universally requiring 30 days' notice for nonpayment-related evictions.

This final rule seeks to make HUD's eviction processes more consistent and to ensure that tenants receive sufficient notice and opportunity to resolve issues related to nonpayment of rent before being subjected to eviction. We'll go over the notification requirements and which sites are affected by the final rule.

Applicability

The final rule applies to HUD-subsidized public housing. The rule would also apply to the following multifamily housing programs:

- Section 8 Project Based Rental Assistance;
- Section 202/162 Project Assistance Contract (PAC);

- Section 202 Project Rental Assistance Contract (PRAC);
- Section 202 Senior Preservation Rental Assistance Contract (SPRAC); and
- Section 811 Project Rental Assistance Contract.

The applicability of the final rule doesn't extend to Housing Choice Vouchers (HCVs), Project-Based Vouchers (PBVs), or units in Rental Assistance Demonstration (RAD) sites with PBVs. HUD explained that these exclusions were due to challenges with owner recruitment and the varying enforcement practices shaped by state and local laws.

What to Include in 30-Day Notice

HUD's final rule requires PHAs and PBRA owners to give residents at least 30 days' written notice before a formal eviction can be filed for nonpayment of rent. Under the rule, owners must wait until the day after rent is due, as outlined in the lease agreement, before issuing a termination notice. Although the regulation establishes a 30-day minimum notice period, it allows owners to provide longer notice periods at their discretion.

Some states, localities, and territories

BOARD OF ADVISORS

Colleen Bloom
Catholic Charities of Baltimore
Baltimore, MD

George Caruso, CPM, NAHP(e)
The Cooper Companies Consultants
Fort Washington, MD

Doug Chasick, CPM, CAPS, CAM, CAS, Adv. RAM, CLP, SLE, CDEI
Blue Door Apartments LLC
Merritt Island, FL

Karen Graham, CPM, HCCP
Karen A. Graham Consulting, LLC
Cincinnati, OH

Greg Proctor, SHCM, NAHP-E, HCCP
Lumina Partners, LLC
Charlotte, NC

Chaundi Randolph, Esq.
Counsel, Nixon Peabody LLP
Washington, DC

Johrita Solari, SHCM, NAHP(e), HCCP
Solari Enterprises, Inc.
Orange, CA

Gwen Volk, CPM, SHCM, NAHP(e), HCCP
InFocus, Inc.
Marshall, TX

Charles S. Wilkins Jr.
The Compass Group, LLC
Arlington, VA

Editor: Eric Yoo **Executive Editor:** Heather L. Stone **Production Director:** Pablo Turcios

Publisher: Carol J. Ott **Associate Publisher:** Bill Fink **Marketing Director:** Peggy Mullaney

the **HABITAT** group

ASSISTED HOUSING MANAGEMENT INSIDER [ISSN 1072-009X (PRINT), 1938-310X (ONLINE)] is published by The Habitat Group, 245 Eighth Avenue, #109, New York, NY 10011.

Volume 32, Issue 1

SUBSCRIPTIONS/CUSTOMER SERVICE: To subscribe or for assistance with your subscription, call 800-519-3692 or go to our website, www.AssistedHousingInsider.com. Subscription rate: \$495 for 12 issues. **TO CONTACT THE EDITOR:** Email: eyoo@TheHabitatGroup.com. Call: Eric Yoo at 212-812-8435. Fax: 212-228-1308. **TO PLACE AN ADVERTISEMENT:** Please contact Bill Fink at bfink@habitatmag.com or call 212-505-2030, ext. 3003.

DISCLAIMER: This publication provides general coverage of its subject area. It is sold with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional advice or services. If legal advice or other expert assistance is required, the services of a competent professional should be sought. The publisher shall not be responsible for any damages resulting from any error, inaccuracy, or omission contained in this publication.

© 2025 BY THE CAROL GROUP LTD. All rights reserved. No part of Assisted Housing Management Insider may be reproduced, distributed, transmitted, displayed, published, or broadcast in any form or in any media without prior written permission of the publisher. To request permission to reuse this content in any form, including distribution in educational, professional, or promotional contexts, or to reproduce material in new works, or for custom reprints, e-prints, or logo licensing, please contact Heather Stone at 212-812-8436 or hstone@TheHabitatGroup.com.

THE FINAL RULE DOESN'T APPLY TO HCVs, PBVS, OR UNITS IN RAD SITES WITH PBVS.

may have additional timing requirements for serving notices on tenants for nonpayment of rent. The timing for the service of nonpayment of rent notices required under state or local law may run at the same time as the timing requirements of this 30-day notice, unless state or local law requires that the notice be consecutive. HUD notes the requirements under this rule don't preempt any state or local law that provides greater or equal protection for tenants.

Itemized amounts. The final rule requires the 30-day notice to include an itemized amount, which is separated by month, of alleged rent owed by the tenant, along with any other unpaid charges, which are referred to as arrearages in HUD's notice. These other unpaid charges must be allowed by HUD and be included in the lease. The notice must give the date by which the tenant must pay the amount owed before a formal judicial eviction can be filed for nonpayment of rent.

The unpaid charges, which might include late fees or other fees, must also be itemized separately from the alleged rent amount owed by the tenant. If a tenant pays the full amount of rent owed during the 30-day notice period, eviction proceedings cannot move forward. Any remaining unpaid fees, while still due, do not justify an eviction.

It's important to note that the protections in this rule don't apply to other types of evictions that result from non-rent lease violations, such as nonpayment of arrearages, if allowed under the applicable HUD program and specified in the lease.

Instructions to cure. A PHA or owner must not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period. The final rule requires that the 30-day notice include instructions on how tenants can cure lease violations for nonpayment of rent. Specifically, this includes information on how much back rent and

arrears the tenant owes, information on how to pay that rent and any arrearages, and information specific to HUD programs on how to adjust rent owed if a resident's situation has changed.

The rule also requires that the 30-day notice include information on how tenants can recertify their income, and how tenants can request a minimum rent hardship exemption or request to switch from flat rent to income-based rent. In practice, a resident cures a lease violation for nonpayment by paying the back rent owed. According to HUD, these instructions will allow tenants to clearly understand how to take steps to avoid the termination of their lease—which in most cases allow tenants and housing providers to avoid an eviction. HUD believes that this is sufficient to ensure that tenants have the necessary information to cure any nonpayment issues and/or request hardship exemptions.

The final rule doesn't require that the 30-day notice contain information on other, non-federal, legal, and rental assistance resources. There are numerous organizations and programs that may be available to tenants, but HUD deemed it impractical for HUD or housing providers to provide an exhaustive list of these resources. However, HUD encourages PHAs and owners, and sees it as beneficial to both parties, to share with residents their knowledge of any rental assistance resources.

Accessibility. The 30-day notice must be provided in accessible formats to ensure effective communication for individuals with disabilities, and in a form to allow meaningful access for persons who are limited English proficient (LEP). PHAs and owners must comply with the non-discrimination requirements contained in Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 along with HUD's regulations implementing those laws.

With regard to reasonable accommodations, the final rule doesn't require that

the 30-day notice include information on tenants' right to request a reasonable accommodation; however, HUD says it plans to provide guidance on reasonable accommodations that PHAs and owners can use to assist tenants.

As mentioned in the proposed rule, there are instances in which a tenant may be entitled to a reasonable accommodation in cases of nonpayment of rent. For example, if a housing provider usually requires rent be paid on the 1st of the month, but a tenant receives disability-related government assistance later in the month, the housing provider may be required to accept a tenant's request to pay rent on this later date as a reasonable accommodation.

Providing other information during national emergency. The final rule says that in the event of a presidentially declared national emergency, PHAs and owners would also need to provide tenants with other specified information, as required by the Secretary, to prevent eviction for nonpayment of rent. A "national emergency" would be similar to the one declared during the COVID-19 pandemic, as distinct from a "national disaster," such as a hurricane. This rule gives HUD flexibility in the case of any presidentially declared national emergency to require additional information in the 30-day notice.

Lease Amendment

HUD's final rule requires that PHAs and PBRA owners amend their current and future lease agreements regarding the new 30-day notice requirement for nonpayment of rent. The rule ensures that tenants understand their right to a written 30-day notice before the filing of any judicial eviction.

PHAs and owners will also need to provide tenants with notification of

changes to the lease. HUD regulations require that an owner, when modifying a lease, serve appropriate notice to tenants at least 30 days prior to the last date on which a tenant has the right to terminate tenancy. This provision applies to PBRA projects. HUD regulations also require a PHA to provide at least 30 days' notice to tenants of proposed changes to the lease, and an opportunity for tenants to present written comments.

Compliance Timing

The rule took effect on Jan. 13, 2025, with a phased implementation schedule. Public housing agencies have up to 18 months to modify their leases and comply, while PBRA property owners need to comply no later than 14 months from the date that HUD publishes final model leases that incorporate these requirements.

In other words, HUD is not requiring PHAs and owners to update leases at once, but PHAs must do so within 18 months of the effective date of the rule, and for PBRAs, 14 months from the date HUD publishes a final model lease incorporating the new requirements. HUD says it will produce model leases within a year of the effective date of this rule for PBRA programs that will incorporate HOTMA regulations and the changes implemented by this rule. HUD may implement additional guidance in the future to assist PHAs and owners with the implementation of this rule.

In addition, HUD says it plans to issue sample 30-day-notice language in English and Spanish that PHAs and owners may use. PHAs and owners would also be permitted to draft their own notices if those notices included the required contents as laid out in the final version of the rule.

Compliance Deadline Extended for NSPIRE's Affirmative Requirements

Sites now have until Oct. 1 to meet the new requirements.

HUD's Real Estate Assessment Center (REAC) recently announced an extension of the compliance deadline for its National Standards for the Physical Inspection of Real Estate (NSPIRE), moving the implementation date for scoring new affirmative requirements to Oct. 1, 2025. This update grants property owners and managers under Public Housing and Multifamily Housing programs additional time to align with these updated standards.

HUD extended the deadline in response to the challenges owners and managers were facing in implementing the new standards. The extension also gives HUD more transition time in its effort to ease the implementation process.

The fact that HUD has delayed the scoring indicates that it realizes the complexity of instituting these changes. Owners should make full use of this opportunity to identify deficiencies and work toward meeting all such requirements for when they're eventually introduced into the scoring. By reviewing the updated standards, developing a phased compliance plan, and addressing high-priority areas, sites can ensure smoother compliance when the updated standards take full effect in October 2025.

We'll cover NSPIRE's affirmative requirements and the scope of HUD's extension for Public Housing and Multifamily Programs.

NSPIRE's Affirmative Requirements

NSPIRE standards now include new affirmative requirements that address safety

and functionality across several property attributes. These requirements are designed to improve property resilience and tenant safety. Previously, deficiencies in these areas would have resulted in deductions from inspection scores, but HUD is extending the date that point deductions will start in physical inspection REAC scores for these new NSPIRE affirmative requirements until Oct. 1. The key areas of these affirmative requirements cover the following:

- Fire-labeled doors
- Electrical safety measures such as GFCI and AFCI installations
- Guardrails
- HVAC system standards
- Interior lighting
- Minimum electrical and lighting standards

Scope of extension. This extension applies only to Public Housing and Multifamily Housing programs and doesn't alter HUD's long-standing policy on items that have traditionally been treated as non-scored deficiencies, including smoke detectors, carbon monoxide detectors, handrails, and call-for-aid.

Flagged issues. While deficiencies with regard to the affirmative requirements won't affect inspection scores, deficiencies in these areas will still be flagged during inspections with a caret (^) symbol. This visual indicator serves as a guide for areas that need attention, even though they won't yet affect the property's overall score.

NSPIRE'S AFFIRMATIVE REQUIREMENTS FOR INSPECTABLE AREAS

Inspectable areas under NSPIRE include individual apartment units, non-residential interior elements of the building, and the building's exterior. The objective is to ensure that all components within these areas are "functionally adequate, operable, and free of health and safety hazards" as outlined in 24 CFR §5.703(a). Here are the affirmative requirements for each area:

UNITS

(the interior components of a household's apartment)

- The unit must have hot and cold running water in both the bathroom and kitchen, including an adequate source of safe drinking water in the bathroom and kitchen;
- The unit must include its own bathroom or sanitary facility that is in proper operating condition and usable in privacy. It must contain a sink, a bathtub or shower, and an interior flushable toilet;
- The unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, in the following locations:
 - On each level of the unit;
 - Inside each bedroom;
 - Within 21 feet of any door to a bedroom measured along a path of travel; and
 - Where a smoke detector installed outside a bedroom is separated from an adjacent living area by a door, a smoke detector must also be installed on the living area side of the door.
- If the unit is occupied by any hearing-impaired person, the smoke detectors must have an alarm system designed for hearing-impaired persons;
- CO alarms in proper locations are required;
- The unit must have a living room and a kitchen area with a sink, cooking appliance, refrigerator, food preparation area, and food storage area;
- For units assisted under the HCV or PBV program, the unit must have at least one bedroom or living/sleeping room for each two persons;
- The unit must have two working outlets or one working outlet and a permanent light within all habitable rooms;
- Outlets within 6 feet of a water source must be GFCI protected;
- For climate zones designated by the Secretary through notice, the unit must have a permanently installed heating source. No units may contain unvented space heaters that burn gas, oil, or kerosene;
- The unit must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically; and
- The unit must have a permanently mounted light fixture in the kitchen and each bathroom.

INSIDE

(the common areas and building systems that can be generally found within the building interior and are not inside a unit)

- At least one battery-operated or hard-wired smoke detector, in proper working condition, on each level of the property.

- CO alarms in proper locations;
- Any outlet installed within 6 feet of a water source must be ground-fault circuit interrupter (GFCI) protected;
- Guardrails when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically;
- Permanently mounted light fixtures in any kitchens and each bathroom; and
- The inside area may not contain unvented space heaters that burn gas, oil, or kerosene.

OUTSIDE

(the building site, building exterior components, and any building systems located outside of the building or unit)

- Outlets within 6 feet of a water source must be GFCI protected; and
- The outside area must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.

RECENT COURT RULINGS

Owner's Lease Renewal Prevents Nonpayment of Rent Eviction

In a recent case, a Section 8 owner wasn't able to evict a nonpaying resident because the owner had renewed the resident's lease while the resident was in arrears from a previous lease term. According to a New Jersey trial court, the owner's decision to renew the resident's lease while there was unpaid rent constituted a waiver of the right to evict the tenant for nonpayment.

Lease Renewal, Rent Acceptance

When the owner sought to evict the resident from her subsidized apartment for nonpayment of rent accrued during a prior lease term, the resident argued that the owner's decision to execute a new lease agreement with her and the acceptance of rent payments under this new lease meant the owner had waived its right to evict for past-due rent under the previous lease.

The court agreed with her that when an owner renews a tenant's lease and accepts rent under the new lease, this action demonstrates an intent to continue the tenancy and effectively waives the right to evict for nonpayment of rent under the prior lease. The owner tried to argue that federal laws mandated the lease renewal. However, the court didn't find anything in federal law that overrides New Jersey

state law on waiver of eviction rights.

In fact, federal regulations state that contracts between a PHA and the owner of existing Section 8 housing units require that "during the term of the lease, the owner shall not terminate the tenancy except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable Federal, State, or local law, or for other good cause. . ." And nothing in the regulations expressly prevents an owner from refusing to renew a lease without good cause.

Takeaway

Carefully consider the implications of lease renewals and rent acceptance. Exercise caution when renewing leases for tenants in arrears. Before entering new lease agreements with residents in arrears, seek legal advice to evaluate the potential risks of waiving eviction rights. Entering into a new lease and accepting rent under it may bar eviction actions for prior nonpayment. Remember that nonpayment of rent is a valid ground for declining to renew a lease, but owners must act promptly and consistently to enforce their rights.

- NC Roseville Senior 2016 Ur LLC v. Howard, October 2024

Court Upholds Eviction for Marijuana Use

An evicted resident sued the local housing authority for discrimination and violation of due process. The various claims against the PHA related to two eviction attempts against the former resident. One eviction attempt was in 2021 and the other was in 2022. The 2021 eviction was initiated after the resident allegedly allowed a banned individual into her apartment. The resident asserted protections under the Violence Against Women Act (VAWA) as a victim of domestic violence. And the 2022 eviction was based on her use of medical marijuana in her unit, which violated the housing authority's policies, despite marijuana's legal medical use in the state.

Resident's Marijuana Use Violated Site's Policies

The resident argued that she lacked actual notice that marijuana use could lead to eviction. However, the court found that the housing authority had provided ample notice through newsletters and lease terms that the resident's marijuana use could lead to eviction.

The court also ruled against her disability discrimination claim. She claimed her eviction for medical marijuana use was discriminatory. The court ruled that marijuana remains a federally illegal drug, and federal law doesn't protect individuals engaging in illegal drug use.

The resident also argued that the housing authority's inspection of her apartment for pest control, during which marijuana paraphernalia was observed and photographed, was an unconstitutional search. The court ruled that the inspection was conducted with her consent as outlined in her lease agreement. And with respect to her claim that the

2022 eviction was retaliation for her 2021 legal defense and invocation of VAWA protections, the court found no evidence supporting this claim.

Takeaway

The housing authority's consistent communication of rules, especially with regard to the prohibition of marijuana use through newsletters and lease terms, was crucial in defending the lawsuit against due process and disability discrimination claims.

Although some states permit marijuana use for medical or recreational reasons, federal housing is based on federal laws. At this time, marijuana use is still prohibited by federal law. Federally, marijuana is considered a Schedule 1 substance, and for this reason, the manufacture, distribution, or possession of marijuana is a federal criminal offense. The use of "medical marijuana" is illegal under federal law even if it's permitted under state law.

However, guidance from HUD shows the nuances in laws that federal housing projects are operating under. On Dec. 29, 2014, HUD sent a memorandum to all HUD offices regarding the use of marijuana in multifamily assisted properties. The purpose of the memo was to clarify HUD's position regarding renting to applicants who use marijuana and the treatment of current residents who use marijuana.

For new applicants, the memo makes it clear that owners of federally assisted housing are required by the Quality Housing & Work Responsibility Act of 1998 (QHWRA) to deny admission to any household with a member who is determined to be, at the time of application, illegally using a controlled substance as that term is defined by the

Controlled Substances Act. In contrast to the provisions regarding applicants, the requirement of federally assisted housing projects is different for existing tenants. The memo makes it clear that current users of marijuana, even if medically prescribed, are not eligible for admission to federally assisted housing. However, the law “allows” the owner to terminate

occupancy, but it is not a requirement.

In this case, however, with this particular housing authority, its clear, documented policies and regular tenant communication helped validate the resident’s eviction for medical marijuana use.

- *McVicker v. Muskogee Housing Authority*, October 2024

IN THE NEWS

HUD Publishes 2025 Operating Cost Adjustment Factors

HUD recently released its Operating Cost Adjustment Factors (OCAFs) for the 2025 fiscal year, effective Feb. 11, 2025. OCAFs aim to balance rent increases with operational cost changes, helping Section 8 owners remain financially stable while keeping housing affordable for residents.

These adjustments are for project-based assistance contracts issued under Section 8 of the United States Housing Act of 1937 and renewed under the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) for eligible multifamily housing projects having an anniversary date on or after Feb. 11, 2025.

Eligibility is determined by your HAP contract. If the Rent Adjustment section of your contract or plan of action refers to OCAFs, you are eligible to submit an OCAF request. Generally, properties that have renewed under MAHRA are eligible to submit OCAF rent adjustment requests.

The 2025 OCAFs can be found at <https://www.federalregister.gov/d/2024-29016>. For 2025, HUD established a national average OCAF of 4.8 percent, slightly lower than the 5.3 percent set in 2024. However, state-specific rates may vary, reflecting localized cost trends. For example, rates range at the state level from 3.0 percent in Connecticut to 7 percent in Louisiana.

How OCAFs are Calculated

OCAFs are annual tools for adjusting rents in MAHRA contract renewals under Sections 515 or 524. These factors are calculated based on weighted changes in the following expense categories: wages, employee benefits, property taxes, insurance, utilities, supplies, and waste management. HUD derives these weights from three years of audited financial statements to ensure stability and accuracy.

In previous years, HUD used indices like the Producer Price Index (PPI) to estimate property insurance costs. Starting in 2025, the agency has shifted to state-level data from audited financial statements to better capture actual cost increases. Also, this year, the update better reflects rises in property insurance costs. National indices often overlooked sharp regional cost spikes, leaving some property owners at a disadvantage.

By transitioning to audited financial data, HUD now provides a more accurate reflection of these expenses. In states with fewer than 100 sites reporting data, HUD uses regional averages. This change is particularly beneficial for multifamily properties in areas where insurance premiums have surged dramatically.

Sound Off on Climate Resilience Measures, Property Insurance

HUD seeks to collect input through a recently released RFI.

HUD is becoming increasingly aware of the burden that increasing insurance costs are placing on providers of affordable housing. Unlike their market-rate counterparts, these providers cannot pass increased costs on to tenants, leading some to reduce insurance coverage and delay repairs. These challenges exacerbate the housing supply shortage and threaten overall affordability.

HUD recently issued a Request for Information (RFI) for comments from housing providers and other stakeholders on how HUD can increase the resilience of residential properties to natural hazards and extreme weather. The move comes as public housing authorities, multifamily property owners, and FHA borrowers face increasingly costly property insurance, reduced coverage availability, and other challenges.

The RFI can be found at www.federalregister.gov/d/2024-30936. Commenters will have until Feb. 28, 2025, to provide their input. Responses may be submitted electronically through the Federal

eRulemaking Portal or by mail. This will in turn help HUD come up with policies that promote investment in resilience and address the increasing financial burden due to rising insurance costs.

The RFI seeks feedback on a range of pressing issues, including questions around the financial and resilience benefits associated with property modifications that mitigate these risks. HUD seeks to learn how such risk-mitigating modifications would lead to reduced costs of insurance or averted losses. HUD is also exploring state and local incentives, such as tax abatements or reduced insurance premiums, that could create further incentives for investments in resilience.

Another focus of the RFI is how to overcome the barriers to affordable insurance, as well as the potential benefits of industry standards, data availability, and successful community outreach. Commenters are invited to describe their experiences with resilience measures taken, especially on costs, benefits, and any implementation challenges.