



## FHA's Office of Single Family Housing Training Module

*Single Family Housing Policy Handbook 4000.1 : Title II Insured Housing Program Forward Mortgages  
Origination through Post-Closing/Endorsement*

# **Module 7: 203(k) Rehabilitation Program and Consultant Requirements**

As of June 30, 2016

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The information in this document is current as of the Last Update date noted above. This document does not establish or modify the policy contained in FHA's Handbooks and Mortgage Letters in any way.





# FHA Single Family Housing Policy Handbook

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# Introduction

- The Section 203(k) program is the agency's primary program for the rehabilitation and repair of Single Family properties.
- We will review aspects of the Section 203(k) Rehabilitation Mortgage Insurance Program and the 203(k) Consultant Requirements and Responsibilities.



# Mortgage Letters and Handbook Retirement

- All or parts of previous Mortgage Letters and previous Handbook have been incorporated into the Single Family Housing Policy *Handbook 4000.1 (SF Handbook)* pertaining to 203(k).



## Overview

The Section 203(k) Rehabilitation Mortgage Insurance Program is used to:

- Rehabilitate an existing one- to four-unit Structure that will be used primarily for residential purposes;
- Rehabilitate such a Structure and refinance outstanding indebtedness on the Structure and the real property on which the Structure is located; or
- Purchase and rehabilitate a Structure and purchase the real property on which the Structure is located.



## What is a Structure?

- Structure refers to a building that has a roof and walls, stands permanently in one place, and contains single or multiple housing units that are used for human habitation.



## How the Program Can Be Used?

- To purchase a dwelling and the land and rehabilitate it;
- To purchase a stick built home on one site, move it onto a new foundation, and rehabilitate it;
- To refinance existing liens secured against the subject property and rehabilitate; or
- To prepare a property to be placed on the market.



## Benefits of the 203(k) Program

- Buyers can purchase and make approved improvements after closing;
- Current owners can refinance, stay in their homes, and make approved improvements after closing;
- Increases property value and builds equity; and
- Combines the cost of the home and the renovation into one mortgage.





## Basic Eligibility

- Must meet standard FHA 203(b) credit qualifications;
- Must meet standard FHA 203(b) down payment requirements;
- Must pay Up-front and Annual Mortgage Insurance Premiums as with most 203(b) mortgages; and
- Property does not have to meet Minimum Property Standards at closing.



## 203(k) Programs for Two Different Renovation Project Needs

- There are two types of 203(k) Rehabilitation Mortgages as described below:
  - Standard 203(k); and
  - Limited 203(k) [formerly known as the Streamlined (k)].
- The guidance per the SF Handbook's Program and Product section is applicable to both the Standard 203(k) and Limited 203(k) mortgages, unless noted otherwise.



## 203(k) Programs: The Standard 203(k)

- The Standard 203(k) mortgage is used for major renovation and repairs.
- There is a minimum repair cost of \$5,000 and the use of a 203(k) Consultant is required.



## 203(k) Programs: The Limited 203(k)

- The Limited 203(k) mortgage may only be used for minor remodeling and non-structural repairs.
- The Limited 203(k) mortgage does not require the use of a 203(k) Consultant, but a Consultant may be used.
- The total rehabilitation cost must not exceed \$35,000. There is no minimum rehabilitation cost.



## Eligible Supplemental Programs and Products

- A 203(k) Mortgage may be used in conjunction with the following:
  - Section 203(h) Mortgage Insurance for Disaster Victims;
  - Energy Efficient Mortgages; or
  - Solar and Wind Technologies.



# Borrower Eligibility





## Borrower Eligibility

- The Borrower must meet the eligibility requirements found in the Borrower Eligibility section of the SF Handbook.
- Non-occupant co-Borrowers are permitted.



## Nonprofit Borrower Eligibility

- For Nonprofit Borrowers, the Mortgagee must obtain a copy of the FHA approval letter from the Nonprofit.
- The Mortgagee must also verify that the Nonprofit is eligible to be a Borrower, as indicated on the U.S. Department of Housing and Urban Development (HUD) Nonprofit Agency Roster.





## Nonprofit Borrower Eligibility: Incomplete Projects

- A Nonprofit Borrower is prohibited from further borrowing under its FHA Mortgage approval, if the **Nonprofit Borrower has 10 or more incomplete 203(k)** projects at any given time.



## Seven Unit Limitation

- A Nonprofit Borrower may not have an interest in more than seven dwelling units (FHA, VA, Farmers Home Administration (FmHA), conventional, or free and clear) in the same subdivision or contiguous area.
- HUD defines a contiguous area as "within a two block radius".
- See the SF Handbook for further details.



# Property Eligibility





## Property Eligibility

- The Property must be an existing Property that has been completed for at least one year prior to the case number assignment date.
- If the Mortgagee is unsure whether the Property has been completed for at least one year, the Mortgagee must request a copy of the Certificate of Occupancy (CO) or equivalent.



## Acceptable Property Types

- One- to four-unit Single Family Structures
- Condominiums
  - Individual Condominium Unit
  - Site Condominium Unit
- Manufactured Housing
- Mixed Use
- HUD Real Estate Owned (REO)



# Acceptable Property Types: One- to Four-Unit Single Family Structures

- **One- to Four-Unit Single Family Dwelling Unit**
  - There are no differences between the 203(b) and 203(k).



## Acceptable Property Types: Condominium

- **A Condominium Unit** is a property contained in a multi-unit project that has individually-owned dwelling units that may be either attached to one or more Structures or detached from each other, and is primarily residential in use.



## Acceptable Property Types: Condominium

- A Condominium Project must be FHA approved before a mortgage on an individual condominium unit can be insured.
- Currently, FHA's Condominium Project Approval requirements are in the formal rulemaking phase. This process must be completed before the guidance project approval is incorporated into the SF Handbook.
- Our existing Condominium Project Approval requirements, located in Mortgagee Letter 2012-18, and the Condominium Project Approval and Processing Guide attached to Mortgagee Letter 2011-22 continue to be applicable.





## Condominium 203(k) Specific Policies

**The following requirements are specific for the 203(k):**

- The Dwelling Unit must be located in an FHA-approved Condominium Project and must comply with all other requirements for condominiums;
- Rehabilitation or improvements are limited to the interior of the Dwelling Unit, except for the installation of firewalls in the attic of the Dwelling Unit;



## Condominium 203(k) Specific Policies (cont.)

- No more than five Dwelling Units per condominium association, or 25 percent of the total number of units, whichever is less, can undergo rehabilitation at any time;
- After rehabilitation is complete, the **Dwelling Unit is located in a Structure containing no more than four Dwelling Units;** and
- The loan-to-value ratio (LTV) is limited to 100 percent.



# Acceptable Property Types: Townhouse Condominiums

- **Townhouse Condominium Dwelling Unit:**
  - For townhouse-style condominiums, each townhouse is considered as one Structure, provided each unit is separated by a one and one-half hour firewall from foundation to roof.

## Case Study

Would this Condo Dwelling Unit, identified by the “yellow” arrow, be eligible for 203(k) financing?

- 3 stories with 2 units on each floor.





## Case Study: Answer

Would this unit, identified by the “yellow” arrow, be eligible for 203(k) financing?

- The Structure is 3 stories with 2 units on each floor.
- **NO.** Section 203(k) can only be used to rehabilitate units in one- to four-unit structures.
- Subject structure consists of 6 units.



# Acceptable Property Types: Site Condominiums

- **Site Condominium Dwelling Unit:**
  - Refers to a dwelling unit in a project of Single Family, totally detached, dwellings encumbered by a declaration of condominium covenants or a condominium form of ownership.



# Acceptable Property Types: Manufactured Housing

**Manufactured Housing** is a Structure that is transportable in one or more sections.

***FYI:** Modular Homes are not “manufactured homes”.*



# Manufactured Housing 203(k) Specific Policies

- **Manufactured Housing:**
  - The rehabilitation does not affect the structural components of the Structure that were designed and constructed in conformance with the Federal Manufactured Home Construction and Safety Standards and must comply with all other requirements for Manufactured Housing.





## Acceptable Property Types: Mixed Use

- **Mixed Use** refers to a property suitable for a combination of uses including any of the following: commercial; residential; retail; office; or parking space.



## Mixed Use 203(k) Specific Policies

Mixed Use property with one to four residential dwelling units, is acceptable, provided:

- Fifty-one percent of gross building area is for residential use; **and**
- Any commercial use will not affect the health and safety of the occupants of the residential property.



## Gross Building Area: Clarified

- Fifty-one percent of gross building area is for residential use.
- Gross Building Area (GBA) is the entire floor space of the building, as opposed to Gross Living Area. This includes unfinished and finished non-living areas, such as unfinished mechanical areas, laundry areas, entryways, stairs, unfinished storage, etc.
- This also includes any commercial space within the building.



## Acceptable Property Types: HUD Real Estate Owned (REO)

- The property is identified as eligible for 203(k) financing as evidenced in the sales contract or addendum.
- HUD REO properties that are listed as uninsurable can only be insured under FHA's 203(k) program.
- Good Neighbor Next Door and \$100 Down Programs can be used with 203(k).
- Investor purchases of HUD REO properties are not eligible for 203(k) financing.



# Sample HUD REO Sales Contract

EXAMPLE: FHA INSURED 203(k) FINANCING

## Sales Contract

Property Disposition Program

U.S. Department of Housing and Urban Development  
Office of Housing  
Federal Housing Commissioner

1. I (We) \_\_\_\_\_  
(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:  
\_\_\_\_\_  
(street number, street name, unit number, if applicable, city, county, State)
2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style \_\_\_\_\_
3. The agreed purchase price of the property is \_\_\_\_\_ ▶ 3. \$ 125,000  
Purchaser has paid \$ 1,000 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by \_\_\_\_\_
4.  Purchaser is applying for FHA insured financing  203(b),  203(b) repair escrow,  203(k) with a cash down payment of \$ \_\_\_\_\_ due at closing and the balance secured by a mortgage in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).  
 Said mortgage involves a repair escrow amounting to \$ \_\_\_\_\_  
 Purchaser is paying cash or applying for conventional or other financing not involving FHA.
5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed .. ▶ 5. \$ 3,750
- 6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of ..... ▶ 6a. \$ 6,250
- 6b. If broker identified below is not the broad listing broker, broad listing broker will receive a commission of: ▶ 6b. \$ 0
7. The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) ..... ▶ 7. \$ 115,000
8. Purchaser is:  owner-occupant (will occupy this property as primary residence)  investor  
 nonprofit organization  public housing agency  other government agency. Discount at closing: \_\_\_\_\_ %  
*Discount will reduced by amounts, if any, listed on Line Items 5 and 6.*





# Application Requirements



## Purchase Contract and 203(k): Amendatory Clause

- FHA does ***not*** require the amendatory clause for any 203(k) transactions, regardless of the type of seller or purchaser.
- The Mortgagee must ensure that the sales contract includes a provision that:
  - The Borrower has applied for Section 203(k) financing; and
  - The contract is contingent upon mortgage approval and the Borrower's acceptance of additional required improvements as determined by the Mortgagee.



## Form HUD-92700-A, 203(k) Borrower's Acknowledgement

- The Mortgagee must provide the Borrower with the Form HUD-92700-A, *203(k) Borrower's Acknowledgment*, at time of application.





## Identity of Interest Transactions: Family Members

- Sales transactions between Family Members are permitted but restrictions and exceptions to the maximum LTV may apply.
- The Mortgagee must ensure there are not other instances of Identity of Interest or conflict of interest between parties in the 203(k) transaction.



# Identity of Interest Transactions: Family Members (cont.)

## II. TITLE II INSURED HOUSING PROGRAMS FORWARD MORTGAGES

### 2. Allowable Mortgage Parameters

#### (3) Exceptions to the Maximum LTV

- The 85 percent maximum LTV restriction does not apply for Identity-of-Interest transactions under the following circumstances.

#### (a) Family Member Transactions

- The 85 percent LTV restriction may be exceeded if a Borrower purchases as their Principal Residence;
- The Principal Residence of another Family Member; or
- A property owned by another Family Member in which the Borrower has been a tenant for at least six months immediately predating the sales contract. A lease or other written evidence to verify occupancy is required.





## Refinancing an Existing 203(k)

- A property with an existing 203(k) mortgage is not eligible to be refinanced until all repairs are completed and the case has been closed out electronically.



# Case Number Assignment Data Entry Requirements



# Case Number Assignment

Loan Officer NMLS ID:

Case Type:  Construction Code:  Processing Type:  Financing Type:

ADP Code:  Living Units:  Program ID:  Loan Term: 360

**ADP Code Characteristics:**

Amortization Type:  Housing Program:  Property Type:

Special Program:  Buydown:  Principal Write-down:

203k Consultant ID:

PUD/Condo Indicator:  PUD/Condo ID:  Phase:  Spot Lot:

Month/Year Completed:  /  VA CRV Expire Date:  /  /  VA CRV Number:





# ADP Codes for 203(k)

ADP CODES FOR 203(K) PRODUCT/PROGRAM	CODE
203(K) IMPROVEMENTS/FIRST LIEN	702
203(K) WITH 223(E)/DIRECT ENDORSEMENT	802
203(K) ADJUSTABLE-RATE MORTGAGE (ARM)	730
203(K) ENERGY EFFICIENCY MORTGAGE (EEM)	807
203(K) HAWAIIAN HOMELANDS (HHL)	808
203(K) HAWAIIAN HOMELANDS/INTEREST BUY-DOWN (HHL/IBD)	805
203(K) INDIAN LANDS (IL)	801
203(K) CONDOMINIUM	804
203(K) CONDOMINIUM/ADJUSTABLE-RATE MORTGAGE (ARM)	815
203(K) CONDOMINIUM/INTEREST BUY-DOWN (IBD)	812
203(K) INTEREST BUY-DOWN (IBD)	813





## Case Number Assignment Refinance Type for 203(k)

- For a refinance transaction, the Mortgagee must select “Not Streamlined” in the drop-down menu labeled “All Refinances”.



# Data Delivery/203(k) Calculator





## 203(k) Calculator: Purpose

- New tool provides ability to accurately calculate the maximum mortgage amount for a 203(k) *purchase or refinance* case.
- Also used to determine:
  - Loan-to-value (LTV) factor for maximum mortgage eligibility;
  - Calculates LTV for application of Annual Mortgage Insurance Premium; and
  - Establishes details of 203(k) escrow account.



## 203(k) Calculator: Implementation

Optional	Mandatory
<ul style="list-style-type: none"><li>• For 203(k) case numbers assigned <b>September 14, 2015 through October 30, 2016.</b></li><li>• If <b>203k Calculator</b> is used for a case, the calculator must continue to be used, and must be successfully processed for endorsement.</li></ul>	<ul style="list-style-type: none"><li>• For 203(k) case numbers assigned on/after <b>October 31, 2016.</b></li><li>• Must be completed before processing <b>Insurance Application screen</b>, and endorsing the case for FHA mortgage insurance.</li></ul>

Dates also applicable to FHA Connection (FHAC) B2G users.





## 203k Calculator: Versions

**Two versions of 203(k) Calculator are available:**

- **203(k) Calculator - Public Version**

- Located on HUD.gov website at:  
<https://entp.hud.gov/idapp/html/f17203k-look.cfm>
- No FHAC sign on required; and
- Results print out for later reference but are **not** saved.

- **203(k) Calculator - FHAC Version**

- Sign on to FHAC required;
- FHA case number required; and
- When it is successfully processed, the data is saved and used to pre-fill certain **Insurance Application** screen fields.





## 203k Calculator: Authorizations

- **203(k) Calculator (Public Version)**
  - No authorization required.
- **203(k) Calculator (FHAC Version)**
  - FHAC “Update” authorization required to add or update case information.
  - “Query” authorization required for view-only access.

**203k Calculator:**

- Update**
- Query**
- Not Authorized**





# Accessing the 203(k) Calculator in FHAC

The screenshot shows the FHAC Case Processing interface. At the top, there is a navigation bar with links: Home, Main Menu, ID Maintenance, E-mail Us, Contact Us, and Sign Off. Below this is a breadcrumb trail: Single Family FHA > Single Family Origination > Case Processing. The main content area is titled "Case Processing" and contains several menu items: Case Number Assignment, Appraisal Logging, Insurance Application, HECM Insurance Application, and Processing a Mortgage for FHA Insurance. A "What I Need to Know" button is also present. A yellow callout box labeled "New" points to the "203k Calculator (with FHA Case Number)" link. Below this, a "203k Calculator Request" form is shown with a "FHA Case Number" field containing "372-7777777". A yellow callout box labeled "Enter FHA case number" points to this field. At the bottom of the form, there are "Send" and "Reset" buttons. A yellow callout box labeled "Click Send" points to the "Send" button. A "Help Links" button with a question mark is also visible.

Sign on to FHAC and select:

- Single Family FHA
- Single Family Origination
- Case Processing
- Click 203k Calculator

Enter FHA case number

Click Send



# 203k Calculator: Reference Documentation

Additional assistance is available as follows:

- **System Changes and Processing Instructions** can be downloaded through the **Materials** button on the lower left corner of the screen.
- **Help Links** are available on each page and provide access to help for the FHA Connection function currently displayed.



The screenshot displays the "203k Calculator Request" interface. On the left, there is a form with the label "FHA Case Number:" and two buttons: "Send" (with a play icon) and "Reset". On the right, a "Help Links" button with a question mark icon is visible. A blue arrow points from the "Help Links" button to a pop-up window titled "FHA Connection". This window contains the following sections:

- Business Background**: General background information on this application including the business model and function of this screen in the overall process.
- Steps for Processing**: Steps required to complete this portion of the business process.
- Field Descriptions**: Detailed descriptions of all of the fields and their contents on this screen. Includes data validation rules and format for all data.
- Help Index**: Alphabetical index of all FHA Connection Single Family Origination help.

At the bottom of the pop-up window, there is a "Close" button and a link for "Comments or Questions <SF Administration>".



# Standard 203(k) Transactions



## Standard 203(k)

- A Standard 203(k) has the following general requirements:
  - A minimum of \$5,000 in eligible improvements are required to qualify for the product.
  - Fees and costs related to the renovation can be rolled into the loan amount.
  - Standard FHA credit and cash investment requirements apply.
  - Standard FHA property guidelines apply, unless otherwise stated in 203(k) policies.
  - A 203(k) HUD-approved Consultant is required.





# The Origination Process of a Standard 203(k)

- Borrower selects a property;
- Borrower selects a FHA-approved mortgage;
- Mortgagee takes loan application;
- Mortgagee selects 203(k) Consultant;
- Consultant visits property with Borrower;
- Consultant prepares "Work Write-up";
- Borrower hires Contractor;
- Work write-up and bids are provided to the Mortgagee;
- Mortgagee processes, underwrites, closes, and funds the transaction;
- FHA insures the loan; and
- Improvement process to the property begins.



## Repair/Improvements Begin

- Contractor completes first phase of the project.
- Borrower contacts the 203(k) Consultant and requests an inspector and a draw request to pay the contractor.
- The Consultant and Borrower sign the request.
- Draw request is submitted to the Mortgagee.
- Mortgagee disburses a check made payable to Borrower and Contractor.
- This process continues until the work is completed.



## Project Completion

- Final draw is requested.
- Borrower provides release letter indicating work is completed.
- Consultant verifies completion.
- Remaining Rehabilitation Escrow Account funds are released.

**Note:** *The project must be completed within 6 months*



## Eligible Improvements

Types of eligible improvements include, but are not limited to:

- Reconstructing a Structure that has been, or will be demolished, provided the **complete** existing foundation system is not affected and will still be used;
- Repairing, reconstructing, or elevating an existing foundation where the Structure will not be demolished;



## Eligible Improvements (cont.)

Types of eligible improvements include, but are not limited to:

- Installing or repairing wells and/or septic systems;
- Repairing or removing an in-ground swimming pool; and/or
- Constructing a windstorm shelter.



## Improvement Standards

- All improvements to existing Structures must comply with HUD's Minimum Property Requirements (MPR) and meet or exceed local building codes.
- All new construction must comply with HUD's Minimum Property Standards (MPS).
- For a newly constructed addition to the existing Structure, the energy improvements must meet or exceed local codes and the requirements of the 2006 International Energy Conservation Code (IECC) or a successor energy code standard that has been adopted by HUD for its MPS.



## Specific Improvement Standards

- Any addition of a Structure unit must be attached to the existing Structure.
- Site improvements, landscaping, patios, decks, and terraces must increase the Property Value equal to the dollar amount spent on the improvements or be necessary to preserve the property from erosion.



## Ineligible Improvements/Repairs

- The 203(k) mortgage proceeds **may not** be used to finance costs associated with the purchase or repair of any luxury item, any improvement that does not become a permanent part of the subject property, or improvements that solely benefit commercial functions within the property.





## Ineligible Improvements/Repairs Examples

- Examples of **ineligible improvements** are:
  - Recreational or luxury improvements such as:
    - Installing a swimming pool, hot tub, sauna; and/or
    - Satellite dishes.
  - Additions or alterations to support commercial use or to equip or refurbish space for commercial use.



# Standard 203(k) Establishing Repairs and Improvements



# Mortgagee Responsibility in Consultant Selection

- The **Mortgagee must select** an FHA-approved 203(k) Consultant from the FHA 203(k) Consultant Roster in FHA Connection (FHAC).
- The Mortgagee must not use the services of a Consultant who has demonstrated previous poor performance based on reviews performed by the Mortgagee.



# Locations of 203(k) Consultant Information

- **I. Doing Business with FHA**
  - B. Other Participants
    - 2. 203(k) Consultants
  
- **II. Origination through Post-Closing Endorsement**
  - A.8. Programs and Products
    - a. 203(k) Rehabilitation Mortgage Insurance Program
  
  - A.9. 203(k) Consultant Requirements
  
- **V. Quality, Control, Oversight, and Compliance**
  - D.2 Monitoring of Other Participants / 203(k) Consultants
  - E.5 Enforcement / Actions and Sanctions



## Consultant/Borrower Agreement

- The Consultant and Borrower must sign a written agreement that fully explains the services to be performed and the fees to be charged for each service.
- The written agreement must disclose to the Borrower that any inspection performed by the Consultant is not a “Home Inspection” as detailed in the disclosure Form HUD-92564-CN, *For Your Protection: Get a Home Inspection*.

## 203(k) Consultant Fee Schedule: Work Write-Up

- Consultant may charge the fees listed for the preparation of the Work Write-Up and review of architectural exhibits.
- Mileage Fee may be charged at the current IRS mileage rate when the Consultant's place of business is more than 15 miles from the property.

<u>Cost of Improvements</u>	<u>Fees</u>
< \$7,500	\$400
\$7,501 - \$15,000	\$500
\$15,001 - \$30,000	\$600
\$30,001 - \$50,000	\$700
\$50,001 - \$75,000	\$800
\$75,001 - \$100,000	\$900
> \$100,000	\$1,000

\$25 per additional Dwelling Unit



## 203(k) Consultant Qualifications

- Must have a minimum of three years experience as a:
  - State-licensed architect;
  - State-licensed engineer; or
  - Have at least three years of experience as a:
    - Remodeling contractor;
    - General contractor; or
    - Home inspector.



## 203(k) Consultant Qualifications (cont.)

- Remodeling or General contractors must provide proof of current license if located (doing business) in a state, county or other local jurisdiction that requires licensing of contractors.
- Home Inspectors must provide proof of current license if located (doing business) in a state, county or other local jurisdiction that requires the licensing of home inspectors to perform the duties of a 203(k) Consultant.





## 203(k) Consultant Qualifications (cont.)

- Must have the proven ability to perform home inspections, prepare architectural drawings, use proper methods of cost estimating, and complete draw inspections.
- Must have a thorough knowledge of the 203(k) program, FHA's minimum property standards, and the state and local requirements for home improvements, additions, etc.



## Feasibility Study

- The Borrower or the Mortgagee may request a 203(k) Consultant to determine if a project is financially feasible.
- When required, the Consultant must perform a Feasibility Study that consists of:
  - A preliminary inspection of the Property; and
  - An estimate of the materials and cost for the work that will be necessary to comply with HUD requirements.



## The Consultant Inspection

- The Consultant must inspect the property to ensure:
  - There are no rodents, dry rot, termites, or other infestation on the property;
  - There are no defects that will affect the health and safety of the occupants;
  - There are adequate structural, heating, plumbing, electrical, and roofing systems; and
  - There are upgrades to the Structure's thermal protection (as required).

**Note:** *A Consultant's Inspection is not a "Home Inspection" as detailed in the disclosure "For Your Protection Get a Home Inspection".*





# Consultant 35 Point Checklist

Consultant 35 Point Checklist				
Masonry	Driveways	Doors (Exterior)	Closets	Heating
Siding	Painting (Exterior)	Doors (Interior)	Wood Floors	Insulation
Gutters and Downspouts	Caulking	Partitions	Finish Floors	Cabinetry
Roof	Fencing	Plaster/Drywall	Ceramic Tile	Appliances
Shutters	Grading	Decorating	Bath Accessories	Basements
Exteriors	Windows	Wood Trim	Plumbing	Cleanup
Walks	Weather-stripping	Stair	Electrical	Miscellaneous





## Architectural Exhibits

- The Consultant is responsible for identifying all required architectural exhibits.
- The Consultant must prepare exhibits, or, if not qualified to prepare all of the necessary exhibits, must obtain the exhibits from a qualified subcontractor.
- The Mortgagee must obtain and review all applicable architectural exhibits.



## Architectural Exhibits: Prepare, Obtain, and Review

Architectural exhibits may include, but are not limited to, the following:

- Well certification and septic certifications;
- Termite report (including all outbuildings);
- Proposed plot plans for new additions;
- Foundation certification by a licensed structural engineer if:
  - The existing Structure will be moved to a new foundation;
  - The Structure is being reconstructed on the existing foundation; or
  - The existing Structure will be elevated.
- Cabinetry plans and elevations; and
- New Construction exhibits to obtain a building permit for an addition.



## The Work Write-Up and Cost Estimate

- The Consultant must prepare an unbiased Work Write-Up and Cost Estimate without the use of the contractor's estimate.
- The **Work Write-Up** refers to the report prepared by a 203(k) Consultant that identifies each Work Item to be performed and the specifications for completion of the repair or improvement.
- **Work Item** refers to a specific repair or improvement that will be performed.



# The Work Write-Up

The Work Write-Up must:

- Be prepared in a categorical manner that addresses each of the 35 point checklist items;
- Detail the work being performed per the project proposal, including architectural exhibits and certifications;
- Identify each Work Item;
- Identify each Work item to be performed by the Borrower;
- Indicate which Work Items require permits;
- Indicate if the Work Item is required to meet a MPS or MPR, or is a Borrower elective Work Item; and
- Address all health and safety concerns and any appraiser requirements first before the addition of any Borrower elective Work Items.





## The Cost Estimate

- Cost Estimate refers to a breakdown of the cost for each proposed Work Item, prepared by a 203(k) Consultant.
- The Cost Estimate must separately identify labor costs and itemize the cost of materials per Work Item.
- Lump sum costs are permitted only in line items where a lump sum estimate is reasonable and customary.
- The Consultant must use Cost Estimates that are reasonable for the area in which the property is located.



## Borrowers Doing Own Work (Self-Help)

- The Mortgagee must approve any Borrower who wishes to act as the general contractor or to complete their own work.
- The Mortgagee must verify and document that the Borrower is a licensed general contractor or has experience in completing rehabilitation projects.
- The Consultant must identify on the Work Write-Up each Work Item to be performed by the Borrower.
- The Borrower must not be reimbursed for labor costs.



## Borrowers Doing Own Work (Self-Help) (cont.)

- The Mortgagee must:
  - Ensure the Borrower demonstrates the necessary expertise and experience to perform the specific repair competently and timely;
  - Instruct the Borrower of the requirement to maintain complete records showing the actual cost of rehabilitation, including paid receipts for materials, and obtain Lien Waivers from any subcontractors;
  - Ensure all permits are obtained prior to commencement of work;



## Borrowers Doing Own Work (Self-Help) (cont.)

- The Mortgagee must:
  - Obtain Cost Estimates from Consultant that clearly state the cost for completion of each Work Item, including the cost of labor and materials; however, only materials cost will be reimbursed; and
  - Obtain a signed Rehabilitation Self-Help Agreement from the Borrower.



<b>REHABILITATION SELF-HELP AGREEMENT</b>		<b>FHA Case No.</b>	
<b>Borrower's Name(s):</b>			
<b>Property Address:</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Telephone Number: Work: ( )</b>		<b>Home: ( )</b>	
<p>I hereby certify that I have the time, the skills, the tools, and the resolve to complete all items identified on the work write-up to be completed by me in a professional manner. The quality of the workmanship and materials will be at or above those specified in the work write-up. Should the quality of the work and/or the materials be unacceptable to the HUD approved fee inspector (or the inspector for the City/State/County), I agree that the work will be redone and/or the materials replaced at my own cost.</p> <p>I further certify that I have, on my own, reviewed the work write-up document and the cost estimate and that I have made contact with various contractors and/or subcontractors for those portions of the rehabilitation job that are necessary to let out for contract. I have personally made an investigation of my selected contractor's workmanship, capacity to complete my job in a timely manner, and have on my own, selected this contractor who will complete the rehabilitation of this project. I understand that if my contractor's price is increased over and above this initially approved amount, and such increases will not be covered by executed and approved change orders with funding from my contingency amount, I have the funds necessary to pay the contractor and complete the job.</p> <p>I further agree that I will furnish such excess funds directly to the lender to be placed in the contingency reserve account for my use. I agree that these funds will remain irrevocably committed to this project and may not be withdrawn for any other purposes. Upon the completion of this project, any funds remaining in this contingency reserve account will be returned to me if I placed the funds into the account, otherwise, the money will be paid down on the mortgage principal or used to make additional improvements to the property.</p> <p>I further certify that I will complete this job within the contract period as set forth in the Rehabilitation Loan Agreement. I understand that for all payments, a 10 percent holdback (retainage) will be withheld and will be returned after final completion after the lender determines that no liens will be placed on the property.</p> <p>I further certify that I will provide paid receipts and lien waivers for specific identifiable items when requested by the lender. I understand that I can only request a draw inspection for the actual cost of construction and that any savings can be used to make further improvements to the property.</p> <p>I further certify that NO ESCROWED FUNDS WILL BE USED TO PAY FOR MATERIALS STORED ON SITE OR IN ANY OTHER LOCATION, except for purchase orders for kitchen/bath cabinetry and finish flooring.</p>		<p>I agree that disbursement of any monies may be made only AFTER the work has been installed, completed, inspected, and approved by the HUD approved fee inspector.</p> <p>I agree that if I make any changes to the work write-up document as approved and made a part of the rehabilitation Loan Agreement, I will secure a written and approved change order PRIOR TO THE CHANGE, using for Form HUD 92577. I understand that any work completed prior to the acceptance of the change order will be at my own risk and that I may have to pay for the work out of my own funds.</p> <p>I will secure all required (City/State/County) permits prior to starting construction and to hold HUD and the lender harmless for all actions of myself and my contractor, subcontractors and/or suppliers on this job. I also understand that all payment(s) are subject to inspection and approval by the HUD approved fee inspector.</p> <p>I agree to obtain a Hazard Insurance Policy to insure against fire, windstorm, hail and other extended coverage (also known as Builders Risk Policy, HO, Rental Dwelling Insurance Policy) in the amount equal to or greater than the total of all financing sources and have provided or will provide a copy of the insurance policy and paid receipt to the Lender. I also agree to obtain a Liability policy if the above listed policies do not provide such coverage for injury, death, etc. to other (non-worker) persons who may enter onto the job site.</p> <p>I also agree to obtain a Certificate of Insurance of any subcontractor(s) for workman's compensation, which at a minimum will provide liability coverage for any persons working at this project.</p> <p>I now wish to proceed with this Rehabilitation job on my own as above described and in compliance with the accepted architectural exhibits. I agree to secure proper insurance verification from all contractors and/or subcontractors and I further certify that all contracts are strictly between me and my contractors, subcontractors, and/or suppliers and I hereby hold HUD and the lender harmless from any problems whatsoever that might develop between myself and my contractors, subcontractors, and/or suppliers. If I wish further assurances and/or warranties from the workmen or the suppliers, I will secure them prior to payout.</p>	





## Standard 203(k) Financeable Repair and Improvement Costs and Fees

- The following repairs, improvement costs and fees may be financed:
  - Costs of construction, repairs, and rehabilitation;
  - Architectural/engineering professional fees;
  - The 203(k) Consultant fee (limited to the 203(k) Consultant Fee Schedule in Section 9 of SF Handbook);
  - Inspection fees performed during the construction period, provided the fees are reasonable and customary for the area;
  - Title update fees; and
  - Permits.



## Standard 203(k) Financeable Repair and Improvement Costs and Fees (cont.)

- The following repair and improvement costs and fees may not be in the Financeable Repair and Improvement Costs and Fees:
  - Any costs for Energy Efficient Mortgages (EEMs) and Solar Energy Systems .



## Standard 203(k) Financeable Contingency Reserve

- **Contingency Reserve** refers to funds that are set aside to cover unforeseen project costs.
- The minimum and maximum Contingency Reserve is **established as a percentage of the Financeable Repair and Improvement Costs.**





# Contingency Reserve Requirements

Structures with actual age of less than 30 years:			Structures with actual age of 30 years or more:		
	Minimum	Maximum		Minimum	Maximum
Evidence of termite damage	10%	20%	Required	10%	20%
Discretionary	No Minimum	20%	Utilities are not operable as referenced in the Work Write-Up	15%	20%





## Contingency Reserve with Borrower Funds

- The Borrower may provide their own funds to establish the Contingency Reserves.
- Where the Borrower has provided their own funds for Contingency Reserves, they must be noted under a separate category in the Rehabilitation Escrow Account.



## Standard 203(k) Financeable Mortgage Payment Reserves

- A **Mortgage Payment Reserve** refers to an amount set aside to make Mortgage Payments when the property cannot be occupied during rehabilitation.



## Standard 203(k) Financeable Mortgage Payment Reserves (cont.)

- A Mortgagee may establish a financeable Mortgage Payment Reserve, not to exceed six months of Mortgage Payments.
- The Mortgage Payment Reserve may include Mortgage Payments only for the period during which the property cannot be occupied.
- The number of Mortgage Payments cannot exceed the completion time frame required in the Rehabilitation Loan Agreement.



# Rehabilitation Period per the Rehabilitation Loan Agreement

- Rehabilitation Loan Agreement:
  - Borrower shall cause work to begin within 30 days following the date of this Agreement.
  - Borrower shall have the work completed within \_\_\_\_\_ months following the date of this Agreement.



## Standard 203(k) Financeable Mortgage Payment Reserves for Multi-Unit Properties

- For multi-unit properties, if one or more units is occupied, the Mortgage Payment Reserve may only include the portion of the Mortgage Payment attributable to the units that cannot be occupied.
- To calculate the amount that can be included in the Mortgage Payment Reserve:
  - Divide the monthly Mortgage Payment by the number of units in the property; and
  - Multiply that figure by the number of units that cannot be occupied.



## Standard 203(k) Financeable Mortgage Payment Reserves for Multi-Unit Properties (cont.)

- The resulting figure is the amount of the Mortgage Payment that will be paid through the Mortgage Payment Reserve.
- The Borrower is responsible for paying the servicing Mortgagee the portion of the mortgage not covered by the Mortgage Payment Reserve.



## Standard 203(k) Financeable Mortgage Fees: Origination Fee

- The Mortgagee may finance a portion of the Borrower-paid origination fee not to exceed the greater of \$350; **or**
- 1.5 percent of the total of the:
  - Financeable Repair and Improvement Costs and Fees;
  - Financeable Contingency Reserves; and
  - Financeable Mortgage Payment Reserves.





## Standard 203(k) Financeable Mortgage Fees: Discount Points

- The Mortgagee may finance a portion of the Borrower-paid discount points not to exceed an amount equal to the discount point percentage multiplied by the total of:
  - Financeable Repair and Improvement Costs and Fees;
  - Financeable Contingency Reserves; and
  - Financeable Mortgage Payment Reserves.



# Standard 203(k) Additional Mortgagee Responsibilities During Processing



# Review of Contractor Qualifications

- Prior to closing, the Mortgagee must ensure that a qualified general or specialized contractor has been hired and by contract has agreed to complete the work described in the Work Write-Up:
  - For the amount of the Cost Estimate; and
  - Within the allotted time frame.



## Review of Contractor Qualifications and Contract (cont.)

- To determine that the contractor is qualified, the Mortgagee must:
  - Review the contractor's:
    - Credentials;
    - Work experience;
    - Client references; and
- Ensure that the contractor meets all **jurisdictional licensing and bonding requirements.**



# Receipt and Review of Consultant's Work Write-Up Package

The Mortgagee must obtain from the 203(k) Consultant an acceptable:

- Work Write-Up;
- Cost Estimate;
- Architectural Exhibits;
- 203(k) Consultant's Certification; and
- Consultant/Borrower Agreement.



# Appraisals

## Standard 203(k) and Limited 203(k)



## Establishing Value

- The Mortgagee must establish both an Adjusted As-Is Value and an After Improved Value of the property.
- The Mortgagee must provide the following documents to the appraiser at assignment :
  - **Standard 203(k):**
    - A copy of the Consultant's Work Write-Up and Cost Estimate.
  - **Limited 203(k):**
    - The work plan; and
    - Contractor's proposal and Cost Estimate.



# Appraisal Reports

- An appraisal by an FHA-approved Roster Appraiser is always required to establish the After Improved Value of the property.
- Except in cases of **Property Flipping and refinance transactions**, the Mortgagee is not required to obtain an as-is appraisal and may use alternate methods per the 203(k) policies to establish the Adjusted As-Is Value.
- If an as-is appraisal is obtained, the Mortgagee must use it in establishing the Adjusted As-Is Value.





## Adjusted As-Is Value: Purchase

- For purchase transactions, the Adjusted As-Is Value is the *lesser* of:
  - Purchase price, less any inducements to purchase; **or**
  - the As-Is Property Value.



# Adjusted As-Is Value: Refinance Transactions

## Properties Acquired Greater Than or Equal to 12 Months Prior to Case Assignment:

- As-is appraisal is required when existing debt plus the following items exceeds the After Improved Value:
  - Financeable Repairs and Improvement Costs;
  - Financeable Mortgage Fees;
  - Financeable Contingency Reserves; and
  - Financeable Mortgage Payment Reserves (Standard 203(k) only).



# Adjusted As-Is Value: Refinance Transactions

## Properties Acquired Greater Than or Equal to 12 Months Prior to Case Assignment (cont.):

- Mortgagee has the option of using the existing debt plus fees associated with the new Mortgage or obtaining an as-is appraisal to determine the Adjusted As-Is Value when the existing debt plus the following items does not exceed the After Improved Value:
  - Financeable Repairs and Improvement Costs;
  - Financeable Mortgage Fees;
  - Financeable Contingency Reserves; and
  - Financeable Mortgage Payment Reserves (Standard 203(k) only)





# Adjusted As-Is Value: Refinance Transactions

## Properties Acquired Greater Than or Equal to 12 Months Prior to Case Assignment (cont.):

- When an As-is appraisal is obtained, the Adjusted As-Is Value is the As-Is Property Value.



## Refinance Transactions: Acquired Less Than 12 Months Prior to Case Assignment Exception

- For properties acquired by the Borrower within 12 months of the case assignment date:
  - By inheritance; or
  - Through a gift from a Family Member.
- The Mortgagee may utilize the calculation of Adjusted As-Is Value for properties acquired greater than or equal to 12 months prior to the case assignment date.



# After Improved Value

- To establish the After Improved Value, the Mortgagee must obtain an appraisal of the property subject to the repairs and improvements.



# Using 203(k) Calculator: Total Rehabilitation Cost (Step 1 Example)

Step 1: Establishing Financeable Repair and Improvement Costs, Fees and Reserves			
<b>A.</b>	<b>Repair and Improvement Costs and Fees Total (sum of Step A1 thru Step A7)</b>		\$ 46900.00
	1. Costs of Construction, Repairs and Rehabilitation	\$ 45000.00	
	2. Architectural or Engineering Professional Fees	\$ 500.00	
	3. 203k Consultant Fees	\$ 700.00	
	4. Draw Inspection Fees during Construction Period	\$ 300.00	
	5. Title Update Fees	\$ 150.00	
	6. Permit Fees	\$ 250.00	
	7. Feasibility Study (when necessary)	\$ .00	
<b>B.</b>	<b>Financeable Contingency Reserves</b>		\$ 4690.00
<b>C.</b>	<b>Financeable Mortgage Payments Reserves</b>		\$ 1500.00
<b>D.</b>	<b>Financeable Mortgage Fees Total (sum of Step D1 and Step D2)</b>		\$ 850.00
	1. Financeable Origination Fee	\$ 350.00	
	2. Discount Points on Repair Costs and Fees	\$ 500.00	
<b>E.</b>	<b>Total Rehabilitation Cost (Step 1 total) (sum of Steps 1A, 1B, 1C and 1D)</b>		\$ 53940.00





# Using 203(k) Calculator: Establishing Value-Adjusted As-Is Value for Purchase Case (Step 2 Example)

<b>Step 2: Establishing Value</b>		
<b>Adjusted As-Is Value</b>		
<b>A.</b>	<b>Purchase Price</b>	\$ <input type="text" value="250000.00"/>
<b>B.</b>	<b>Inducements to Purchase</b>	\$ <input type="text" value=""/>
<b>C.</b>	<b>Purchase Price Minus Inducements to Purchase</b>	\$ <input type="text" value="250000.00"/>
<b>D.</b>	<b>As-Is Property Value (when an As-Is Appraisal is performed)</b>	\$ <input type="text" value="245000.00"/>
<b>E.</b>	<b>Adjusted As-Is Value</b>	\$ <input type="text" value="245000.00"/>
<b>After-Improved value</b>		
<b>F.</b>	<b>Appraised Value (subject to repairs and improvements)</b>	\$ <input type="text" value="275000.00"/>





## Using 203(k) Calculator: Establishing Value - Adjusted As-Is Value for Refinance Case (Step 2 Example)

Step 2: Establishing Value		
Adjusted As-Is Value		
A.	Existing Debt on Property Being Refinanced	\$ 185000.00
B.	Step 1 Total (Step 1E)	\$ 35000.00
C.	Fees Associated with the New Loan	\$ 2500.00
D.	Sum of Step 2A, Step 2B and Step 2C	\$ 222500.00
E.	As-Is Property Value ( <i>when an As-Is Appraisal is performed</i> )	\$ .00
F.	Adjusted As-Is Value	\$ 187500.00
After-Improved value		
G.	Appraised Value ( <i>subject to repairs and improvements</i> )	\$ 225000.00



## 203k Calculator

- **203k Calculator (Public Version)**
  - Located on HUD.gov website at:  
<https://entp.hud.gov/idapp/html/f17203k-look.cf>
- **203k Calculator (FHAC Version)**
  - Sign on to FHAC required.



# Conditional Commitment (Form HUD-92800.5b) Direct Endorsement Statement of Appraised Value

The Conditional Commitment (Form HUD-92800.5b) *Direct Endorsement Statement of Appraised Value* is **not required** in connection with the 203(k) program.

**Conditional Commitment Direct Endorsement Statement of Appraised Value**

U.S. Department of Housing and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0044  
(reg. 05/01/2017)

**General Commitment Conditions**

- Maximum Mortgage Amount and Term: (a) Occupant Mortgages: Mortgage amount and term assume calculated on one-occupant mortgage(s). They may be changed depending upon the rating of borrower, his/her income and assets. (b) Changes: The Commissioner or Direct Endorser (DC) Underwriter may, after receiving pertinent information, change the mortgage amount and term.
- Appraisal or Appraisee: A commitment to appraise will be based upon receipt of acceptable application for mortgage credit analysis.
- Validity Period: This document expires 120 days from the effective date of the appraisal or the appraisal update.
- Cancellation: This document may be cancelled within 90 days from the date of issuance if conditions have not been satisfied.
- Property Standards: All construction, repairs, or alterations proposed in the application or on the conclusion schedule returned here with must equal or exceed applicable codes and HUD minimum property standards or requirements.

**Information:** The address of the insurance and loss payee is limited to mortgage and mortgagee's information. They must be used to prepare the Addendum to the Uniform Residential Loan Application, form HUD-92800, when a firm commitment is desired.

**Commitment Terms**

Conditional Commitment Mortgage Insurance under the National Housing Act, Sec.  See below

By: \_\_\_\_\_

Lender ID: \_\_\_\_\_

Special Agent: \_\_\_\_\_

Mortgage: \_\_\_\_\_

Cal. Value of Prop. \$ \_\_\_\_\_

Property Address: \_\_\_\_\_

Existing  Proposed (see gen. cond. 3)

Monthly Expense Estimate  
 FHA Insurance .....\$ \_\_\_\_\_  
 Taxes .....\$ \_\_\_\_\_

Commitment based  
 Commitment Expense  
 Improved Living Area Sq. Ft. \_\_\_\_\_  
 Constr. Term. Exp. ....\$ \_\_\_\_\_  
 Total .....\$ \_\_\_\_\_

**Specific Commitment Conditions** (Applicable when checked)  
 HUD's commitment to issue a mortgage on this property is dependent on the completion of the conditions listed below. HUD Underwriter/Agent will work to comply with the conditions.

Estimated Remaining Economic Life of this property is \_\_\_\_\_ years.  
 The property  is  is not eligible for maximum financing (high loan-to-value ratio mortgage).

Manufactured Housing

Assurance of Completion: If the required repairs cannot be completed prior to submission of closing papers, form HUD-92800 made in the amount of \$ \_\_\_\_\_ (a such additional amount to the lender does not may be established as the means to ensure completion.

See indicated additional items on attached

See the following additional conditions on the back:





# Maximum Mortgage Amount for 203(k)





## Highlights

- For a HUD REO 203(k) purchase utilizing the Good Neighbor Next Door (GNND) or \$100 Down sales incentive, the Mortgagee must calculate the maximum mortgage amount that FHA will insure in accordance with HUD REO Purchasing.
- For refinances, the Mortgagee must obtain the mortgage payoff statement for existing debt (mortgage being paid off).



# Using 203(k) Calculator: Calculating Maximum Mortgage Purchase - Not a HUD REO (Step 3 Example)

Step 3: Calculating Maximum Mortgage			
A.	Sum of Step 2E + Step 1E (i.e., Adjusted As-Is Value + Step 1 total)		\$ 298940.00
B.	Step 2F (i.e., After-Improved Value) X 110% (or 100% for condominiums)		\$ 302500.00
C.	Lead-Based Paint Credit Adjustment		\$ .00
D.	Lesser of Step 3A or Step 3B (\$ 298940) x Step 3G 96.5% (appropriate LTV Factor) Minus Step 3C		\$ 288477.00
E.	Nationwide Mortgage Limit		\$ 625500.00
F.	Initial Base Mortgage Amount = Lesser of Step 3D or Step 3E		\$ 288477.00
G.	Determining Loan-to-Value Factor for Maximum Mortgage Eligibility		96.5%
	Basis	Criteria	Maximum LTV Factor
	MDCS	At or above 580	96.5%
	MDCS	Between 500 and 579	90%
	Secondary Residence	With HOC Approval	85%
	No Credit Score	Manual Underwriting required	96.5%





# Using 203(k) Calculator: Calculating Maximum Mortgage Purchase - REO Not \$100 Down (Step 3 Example)

Step 3: Calculating Maximum Mortgage			
A.	Sum of Step 2E + Step 1E (i.e., Adjusted As-Is Value + Step 1 total)		\$ 103640.00
B.	Step 2F (i.e., After-Improved Value) X 110% (or 100% for condominiums)		\$ 198000.00
C.	Lead-Based Paint Credit Adjustment		\$ 500.00
D.	Lesser of Step 3A or Step 3B (\$ 103640) x Step 3G 96.5% (appropriate LTV Factor) Minus Step 3C		\$ 99512.00
E.	Nationwide Mortgage Limit		\$ 271050.00
F.	Initial Base Mortgage Amount = Lesser of Step 3D or Step 3E		\$ 99512.00
G.	Determining Loan-to-Value Factor for Maximum Mortgage Eligibility		96.5%
	Basis	Criteria	Maximum LTV Factor
	MDCS	At or above 580	96.5%
	MDCS	Between 500 and 579	90%
	Secondary Residence	With HOC Approval	85%
	No Credit Score	Manual Underwriting required	96.5%





# Using 203(k) Calculator: Calculating Maximum Mortgage Refinance Case (Step 3 Example)

Step 3: Calculating Maximum Mortgage			
A.	Step 2D (Sum of 2A, 2B and 2C)		\$ 222500.00
B.	Sum of Step 2F + Step 1E (i.e., Adjusted As-Is Value + Step 1 total)		\$ 222500.00
C.	Step 2G (i.e., After-Improved Value) X 110% (or 100% for condominiums)		\$ 244750.00
D.	Lesser of Step 3B or Step 3C (\$ 222500) x Step 3G 97.75% (appropriate LTV Factor)		\$ 217493.00
E.	Nationwide Mortgage Limit		\$ 271050.00
F.	Initial Base Mortgage Amount (Lesser of Steps 3A, 3D or 3E)		\$ 217493.00
G.	Determining Loan-to-Value Factor for Maximum Mortgage Eligibility		97.75%
	Basis	Criteria	Maximum LTV Factor
	MDCS	At or above 580	97.75%
	MDCS	Between 500 and 579	90%
	Secondary Residence	With HOC Approval	85%
	No Credit Score	Manual Underwriting required	97.75%







# Combined Loan-to-Value (CLTV)

Financing Source	Max. CLTV
Secondary Financing Provided by Governmental Entities, Homeownership (A), and Opportunity for People Everywhere Grantees, and HUD-Approved Nonprofits	<b>No maximum CLTV</b> for secondary financing meeting the requirements outlined in the SF Handbook.
Secondary Financing Provided by Family Members	<b>No maximum CLTV for secondary financing.</b>
Secondary Financing Provided by Private Individuals and Other Organizations	<b>Maximum CLTV is 110 percent</b> of the after-improved value.





# Mortgage Insurance Premium





# Mortgage Insurance Premium Requirements

- The Mortgagee must comply with the Mortgage Insurance Premium (MIP) requirements found in the Mortgage Insurance Premiums Chart located in Appendix 1.0 of the Handbook 4000.1.



## Calculation of the Mortgage Insurance Premium

- For the purpose of calculating the LTV for application of the MIP, the Mortgagee must:
  - Divide the Base Loan Amount by the **After Improved Value**.



# Underwriting the 203(k) Transaction





## Repairs Noted by the Appraiser

- When an appraisal report identifies the need for health and safety repairs that were not included in the Consultant's Work Write-Up, Borrower's work plan, or contractor's proposal, the Mortgagee must ensure the repairs are included in the Consultant's Final Work Write-Up or the Borrower's final work plan.



## Final Work Write-Up and Cost Estimate for Standard 203(k)

- The Mortgagee must obtain the Final Work Write-Up and Cost Estimate from the Consultant.
- The Final Work Write-Up must include all required repairs and improvements to meet HUD's MPS and MPR (as applicable) and the Borrower's electives.



## Final Work Write-Up for Standard 203(k) to Determine Rehabilitation Period

- The Mortgagee must review the 203(k) Consultant's Work Write-Up to determine the time frame to complete the improvements/repairs.
- The Mortgagee must confirm that the project completion will not exceed a six month period.





# Limited 203(k)





## Limited 203(k)

- The Limited 203(k) may only be used for **minor remodeling and non-structural repairs**.
- The Limited 203(k) does not require the use of a 203(k) Consultant. However, the Borrower can elect to hire a Consultant, but the fee cannot be financed.
- The total rehabilitation cost must not exceed \$35,000.



## Limited 203(k): Types of Improvements

- Eligible improvement types include, but are not limited to:
  - Eliminating health and safety hazards that would violate HUD's MPR;
  - Repairing or replacing wells and/or septic systems;
  - Connecting to public water and sewage systems;
  - Repairing/replacing plumbing, heating, air conditioning, and electrical systems;
  - Making changes for improved functions and modernization;
  - Eliminating obsolescence; and
  - Repairing or installing new roofing, siding, gutters, and downspouts.





## Limited 203(k): Lead-Based Paint Stabilization Costs

- The Limited 203(k) program may be used to pay for lead-based paint stabilization costs (above and beyond what is paid for by HUD when it sells REO properties).



## Limited 203(k): Ineligible Improvements/Repairs

- The Limited 203(k) mortgage proceeds **may not** be used to finance major rehabilitation or major remodeling. FHA considers a repair to be “major” when any of the following are applicable:
  - The repair or improvements are expected to require more than six months to complete;
  - The rehabilitation activities require more than two payments per specialized contractor;
  - The required repairs arising from the appraisal necessitate a Consultant to develop a Work Write-Up; or require plans or architectural exhibits; and/or
  - The repair prevents the Borrower from occupying the property for more than 15 days during the rehabilitation period.





## Limited 203(k): Ineligible Improvements/ Repairs (cont.)

- Additionally, the Limited 203(k) mortgage proceeds **may not** be used to finance the following specific repairs (this just a partial list):
  - Converting a one-family Structure to a two-, three-, or four-family Structure;
  - Reconstructing a Structure that has been or will be demolished;
  - Repairing, reconstructing, or elevating an existing foundation;
  - Purchasing an existing Structure on another site and moving it onto a new foundation; and
  - Making structural alterations.





## Limited 203(k): General and Specific Improvement Standards

- All improvements to existing Structures must comply with HUD's MPR and meet or exceed local building codes.
- Patios and decks must increase the Property Value equal to the dollar amount spent on the improvements.



## Limited 203(k): Establishing Repair and Improvement Costs

- The Borrower must submit a **work plan** to the Mortgagee and use one or more contractors to provide the Cost Estimate and complete the required improvements and repairs.
- The contractors must be licensed and bonded, if required by the local jurisdiction. The Borrower must provide the contractors' credentials and contractors' bids to the Mortgagee.





## Limited 203(k): Establishing Repair and Improvement Costs (cont.)

- The Mortgagee must review the contractors' credentials, work experience, and client references, and ensure that the contractors meet all jurisdictional licensing and bonding requirements.
- The Mortgagee must examine the work plan and the contractors' bids and determine if they fall within the usual and customary range for similar work.



## Limited 203(k): Work Plan

- The Borrower must provide a work plan detailing the proposed repairs or improvements.
- The Borrower may develop the work plan themselves or engage an outside party, including a Contractor or a 203(k) Consultant, to assist.
- There is no required format for the work plan.



## Limited 203(k): Written Proposal and Cost Estimates

- The Mortgagee must obtain a written proposal and Cost Estimate from a contractor for each specialized repair or improvement.
- The Cost Estimate must state the nature and type of repair and cost for each Work Item, broken down by labor and materials.



# Limited 203(k): Written Proposal and Cost Estimates

**For case numbers assigned on or after June 30, 2016:**

- The written proposal must indicate Work Items that require permits and state that repairs are non-structural.



## Limited 203(k): Exception for Borrowers Doing Own Work (Self-Help)

- Borrower must submit a work plan detailing the Work Items to be performed by the Borrower.
- Borrower must submit a Cost Estimate from a contractor, other than the Borrower, that provides a breakdown of the cost for labor and materials for each Work Item. The contractor must be licensed and bonded, if required by the local jurisdiction.
- The Borrower **must not** be reimbursed for labor costs.



## Limited 203(k): Rehabilitation Period

- The Mortgagee must consult the Borrower Contractor Agreement to determine the time frame for completion of repairs.
- The Mortgagee must confirm that the completion of repairs will not exceed a six month period.



## Limited 203(k): Contingency Reserves

- Contingency Reserves are not mandated; however, at the Mortgagee's discretion, a Contingency Reserve account may be established and may be financed.
- The Contingency Reserve account may not exceed 20 percent of the Financeable Repair and Improvement Costs.

# Maximum Mortgage Calculation for Limited 203(k): Step 1A: Repair and Improvement Costs and Fees Total (*sum of Step A1 thru Step A7*) Example

Step 1: Establishing Financeable Repair and Improvement Costs, Fees and Reserves		
A.	Repair and Improvement Costs and Fees Total ( <i>sum of Step A1 thru Step A7</i> )	\$ <input type="text" value="0"/> .00
	1. Costs of Construction, Repairs and Rehabilitation	\$ <input type="text" value=""/> .00
	2. Architectural or Engineering Professional Fees	\$ <input type="text" value=""/> .00
	3. 203k Consultant Fees	\$ <input type="text" value=""/> .00
	4. Draw Inspection Fees during Construction Period	\$ <input type="text" value=""/> .00
	5. Title Update Fees	\$ <input type="text" value=""/> .00
	6. Permit Fees	\$ <input type="text" value=""/> .00
	7. Feasibility Study ( <i>when necessary</i> )	\$ <input type="text" value=""/> .00

- *Items A1, A4, A5, and A6 are applicable to a **Limited 203(k)** case.*
- *The other listed items in Step 1A are protected from data entry and do not pertain to a **Limited 203(k)** case.*





# Closing





## Closing

- There is only one closing for the 203(k) transaction that includes the rehabilitation funds.
- The rehabilitation funds are escrowed and disbursed as the work is satisfactorily completed.



## Initial Draw at Closing: Standard 203(k)

- For Standard 203(k) transactions, Mortgagees **may** disburse the following at closing:
  - Permit fees (the permit must be obtained before work commences);
  - Prepaid architectural or engineering fees;
  - Prepaid Consultant fees; and
  - Materials costs for items, prepaid by the Borrower in cash or by the contractor, where a contract is established with the supplier and an order is placed with the manufacturer for delivery at a later date.



## Initial Draw at Closing: Standard 203(k) (cont.)

- For Standard 203(k) transactions, Mortgagees may disburse the following at closing:
  - Up to 50 percent of materials costs for items—not yet paid for by the Borrower or contractor—where a contract is established with the supplier and an order is placed with the manufacturer for delivery at a later date.



## Initial Draw at Closing: Limited 203(k)

- For Limited 203(k) transactions, Mortgagees **may** disburse the following at closing:
  - Permit fees (the permit must be obtained before work commences); and
  - Up to 50 percent of the estimated materials and labor costs before beginning construction **only when** the contractor is not willing or able to defer receipt of payment until completion of the work, or the payment represents the cost of materials incurred prior to construction.
    - A statement from the contractor is sufficient to document.





## Initial Draw at Closing

- The Mortgagee must:
  - Document the amount and purpose of an initial draw at closing on the Form HUD-92900-LT, *FHA Loan Underwriting and Transmittal Summary*.



## Hold Back Requirements on Disbursements

- For any Disbursements paid to the contractor, the Mortgagee must hold back 10 percent of the draw request in the Contingency Reserve.



## Rehabilitation Escrow Account

- When the mortgage closes, the Mortgagee must place all proceeds designated for the rehabilitation, including the Contingency Reserve, inspection fees, and any Mortgage Payments in an interest bearing escrow account.





# Rehabilitation Loan Agreement

- The Mortgagee and Borrower must execute the *Rehabilitation Loan Agreement*, which establishes the conditions under which the Mortgagee will disburse the Rehabilitation Escrow Account funds.
- The *Rehabilitation Loan Agreement* is incorporated by reference and made a part of the security instrument.



## Security Instrument and Rehabilitation Loan Rider

- The following language must be placed in the security instrument:
  - “Provisions pertaining to releases are contained in the Rehabilitation Loan Rider, which is attached to this mortgage and made a part hereof.”
  - The Rehabilitation Loan Rider is a **required** modification to a security instrument.



# Endorsement





## 203(k) Endorsement Eligibility

- 203(k) mortgages are eligible for endorsement after the initial mortgage proceeds are disbursed and a Rehabilitation Escrow Account is established.

# Completion of Insurance Application Screen

## INSURANCE APPLICATION SCREEN

**\* Worksheet Information \***

<i>Appraised Value:</i>	148688.00	<b>ENTER "AFTER-IMPROVED VALUE"</b>	<i>Sales Price:</i>	115000.00
<i>Current Housing Expense:</i>	700.00		<i>Unpaid Principal Balance:</i>	
<i>Total Requirements:</i>	+7223.00		<i>Principal Write-off Amount:</i>	
<i>Total Mortgage Payment:</i>	1385.00		<i>Total Income:</i>	5734.00
<i>UFMIP Paid in Cash:</i>			<i>Total Fixed Payment:</i>	2067.00
<i>Borrower Funds to Close</i>				

- Appraised Value: Enter the "After Improved Value" for all 203(k) transactions.



# Rehabilitation Period





## Rehabilitation Period

- The rehabilitation period starts when the mortgage is funded.
- The rehabilitation period is specified in the Rehabilitation Loan Agreement.



## Work Commencement Requirement

- As stated in the Rehabilitation Loan Agreement, the Mortgagee may consider the mortgage to be in default if work:
  - Is not started within 30 Days of the Disbursement Date;
  - Ceases for more than 30 consecutive Days; or
  - Is not completed within the established time frame or an extended time frame approved by the Mortgagee.
- If the Mortgagee considers the Mortgage to be in default for failure to start or complete work, and the Mortgage is not in payment default, the Mortgagee must apply any unused rehabilitation funds towards the principal amount.





## **Standard: Consultant Responsibility- Stoppages or Deviations from the Work Write-Up**

The Consultant must inform the Mortgagee of the progress of the rehabilitation and of any problems that arise, including:

- Work stoppages of more than 30 consecutive Days or work not progressing reasonably during the rehabilitation period;
- Significant deviations from the Work Write-Up without the Consultant's approval;
- Any issues that could affect adherence to the program requirements or property eligibility; or
- Any issues that could affect the health and safety of the occupants or the security of the Structure.





## Project Management

- The Mortgagee must ensure work is completed on schedule and workmanship is acceptable.
- When notified of an issue, Mortgagees must intercede in disagreements among Borrowers, contractors, or Consultants.



## Extension Requests

- If the work is not completed within the rehabilitation period specified in the Rehabilitation Loan Agreement, the Borrower may request an extension of time and must submit adequate documentation to justify the extension.
- The Mortgagee may grant an extension, at its discretion, only if the Mortgage Payments are current.



## Extension Requests: Required Documentation

- To consider an extension request, the Mortgagee must obtain:
  - Evidence that the mortgage is current;
  - An explanation for the delay from the Borrower, contractor, or Consultant; and
  - A new estimated completion date.



## Extension Request: Required Documentation

- The Mortgagee must complete the required fields on the Escrow Closeout Certification screen in FHAC to document the approval or the denial for the extension request of the rehabilitation period specified in the Rehabilitation Loan Agreement.
- Fields include:
  - **Approved for Extension *Yes/No***;
  - **Revised Expected Completion Date**; and
  - **Extension Justification Reason**.



# Administration of the 203(k) Rehabilitation Escrow Funds



## 203(k) Rehabilitation Escrow Administration

- The Mortgagee is fully responsible for authorizing draw inspections, managing the Rehabilitation Escrow Account, and approving the associated draws from the account.
- It is the Mortgagee's responsibility to ensure that all inspections are completed in a quality and timely manner, regardless of who performs the inspections.



## Accounting of 203(k) Rehabilitation Escrow Account

- The Mortgagee must utilize an accounting system that records all transactions from the Rehabilitation Escrow Account and which documents the amount escrowed for each of these categories:
  - Repairs;
  - Contingency Reserve;
  - Inspection fees;
  - Title update fees;
  - Mortgage payments; and
  - Other fees ( Consultant fees, permits, etc.).





## Accounting of 203(k) Rehabilitation Escrow Account

- The accounting system must provide:
  - The Borrower's name and property address;
  - The FHA case number;
  - The Closing Date;
  - The scheduled completion date;
  - The amount of funds in the Rehabilitation Escrow Account; and
  - The interest rate provided on the escrow account.



# Accounting of 203(k) Rehabilitation Escrow Account: Draws

- For each draw, the accounting system must record:
  - List of Disbursements;
  - Number of Days in escrow;
  - Amount of money in the account;
  - Interest earned for the applicable time period; and
  - Balance of interest remaining in the account.



## Rehabilitation Escrow Account with Mortgage Payment Reserves: Standard 203(k)

- When the Rehabilitation Escrow Account includes Mortgage Payment Reserves, the Mortgagee must make monthly Mortgage Payments directly from the Account.
- Once the property is able to be occupied, application of the Mortgage Payment Reserves will cease. Mortgage Payment Reserves remaining in the Account after occupancy of the property must be used to reduce the mortgage principal.



## Draw Request

- The Mortgagee must obtain an executed Form HUD-9746-A, *Draw Request Section 203(k)*, from the 203(k) Consultant, or from the Borrower when there is no 203(k) Consultant, requesting the release of escrow funds for completed Work Items.



## Draw Request Mortgagee Review

- The Mortgagee must review and approve each draw request to ensure that the work for which funds are being requested has been completed satisfactorily and that the form has been properly executed by the Borrower, contractor, and Consultant, if any.
- The Mortgagee **may not** approve a draw request for work that is not yet complete.



## Draw Request for Materials

- The Mortgagee may not approve draw requests for materials for work that is not completed, **except for**:
  - Materials costs for items prepaid by the Borrower in cash or by the contractor, where a contract is established with the supplier and an order is placed with the manufacturer for delivery at a later date;  
**and**
  - Up to 50 percent of materials costs for items, not yet paid for by the Borrower or contractor, where a contract is established with the supplier and an order is placed with the manufacturer for delivery at a later date.



## Release of Funds from 203(k) Escrow Account

- The Mortgagee may release funds only when repairs and improvements, per the draw request, **meet all local codes and ordinances, including any required permits and inspections.**
- For Standard 203(k) transactions, the Consultant must inspect the work for completion and quality of workmanship for each draw request.



## Consultant Draw Request Inspection for Standard 203(k)

- The Consultant must perform draw request inspections when requested by the Mortgagee. The Consultant must ensure that:
  - The work has been completed satisfactorily;
  - All building permits are onsite for the work that was performed; and
  - The work conforms to all local codes and ordinances.
- Consultant may charge a fee for each draw inspection request.





## Draw Requests for Total Repair Costs Less Than or Equal to \$15,000: Limited 203(k)

- The Mortgagee must ensure that the repairs and/or improvements have been completed by obtaining contractor's receipts or a signed Mortgagor's Letter of Completion.
- The Mortgagee is not required to perform or have others perform inspections of the completed work.



## Draw Requests for Total Repair Costs Less Than or Equal to \$15,000: Limited 203(k) (cont.)

- The Mortgagee may choose to obtain or perform inspections if they believe such actions are necessary for program compliance or risk mitigation.
- If the Mortgagee determines that an inspection by a third party is necessary to ensure proper completion of the proposed repair or improvement item, the Mortgagee may charge the Borrower for the costs of no more than two inspections per specialized contractor.



## Draw Requests for Total Repair Costs Greater Than \$15,000: Limited 203(k)

- The Mortgagee must ensure that the repairs and/or improvements have been completed by:
  - Performing an inspection; **or**
  - Obtaining an inspection by a third party to determine that the repairs have been completed; **and**
  - Obtaining a signed Mortgagor's Letter of Completion.



## Release of Funds for Storm Shelters: Standard 203(k)

- When a storm shelter is part of the rehabilitation, the consultant must ensure that its construction is consistent with guidelines issued by the Federal Emergency Management Agency (FEMA).



## Release of Funds for Lead-Based Paint Stabilization

- The Mortgagee may release funds for lead-based paint stabilization only when a clearance examination is performed by a:
  - State or Environmental Protection Agency (EPA) certified lead-based paint inspector;
  - Certified risk assessor; or
  - Sampling technician.



## Release of Funds for Structure being Elevated or Moved: Standard 203(k)

- For an existing Structure moved to a new foundation or a Structure that will be elevated, the Mortgagee must not release loan proceeds for the existing Structure on the non-mortgaged property until:
  - The new foundation has been properly inspected and the Structure has been properly placed and secured to the new foundation.



## Borrowers Doing Own Work (Self-Help)

- For repairs made by the Borrower under a Self-Help Agreement, the Mortgagee is permitted to release funds **for materials only**.



## Validity of First Lien Position

- The Mortgagee must obtain Lien Waivers, or equivalent, at the time of any Disbursement of funds to ensure the validity of the first lien on the property.
- If all Work Items performed by a contractor have not been completed at the time of draw request, the Mortgagee must obtain a partial conditional Lien Waiver for the Work Items that have been completed for each draw request.





## Holdbacks

- The Mortgagee must hold back 10 percent of each draw request prior to release of funds from the Rehabilitation Escrow Account.



## Holdbacks Exception

- When a subcontractor is 100 percent complete with a Work Item, the work completed is acceptable to the inspector, and the contractor and subcontractor provide the necessary Lien Waivers, or equivalent, the Mortgagee is not required to hold back funds but may do so at its discretion.



## Timeliness of Release of Funds

- The Mortgagee must release funds within five business days after receipt of a properly executed draw request and title update when necessary.



# Maximum Number of Draws

Program	Maximum Number of Draws Permitted
Standard 203(k)	5 draw requests ( 4 intermediate and a final)
Limited 203(k)	2 draw requests per specialized contractor or the Borrower (if acting as the contractor)  The Mortgagee may arrange a payment schedule, not to exceed 2 draws, per specialized contractor (an initial release plus a final release).





## Method of Payment of the Escrow Funds

- The Mortgagee must issue checks to both the Borrower and contractors as co-payees.
- The Mortgagee may issue the check directly to the Borrower alone if the release is for:
  - Materials for work performed under a Self-Help Agreement; or
  - Materials for items prepaid by the Borrower under contract with the supplier.



## Method of Payment of the Escrow Funds: Standard 203(k)

- The Borrower may provide the Mortgagee written authorization at each draw to issue the check directly to the contractor under the Standard 203(k) program.



# Discoveries During Rehabilitation



## Health and Safety Items

- The Mortgagee must ensure that all health and safety items not in the original Work Write-Up or work plan that are discovered during the rehabilitation period are addressed by completion of a change order.





## Change Order Request: Standard 203(k)

- When requested by the Mortgagee or the Borrower, the Consultant must:
  - Review the proposed changes or additions to the Work Write-Up; and
  - Evaluate any costs and adjust other Work Items.
- The Consultant must provide all costs for labor and materials as a result of the changes on Form HUD-92577, *Request for Acceptance of Changes in Approved Drawings and Specifications*.
- The Mortgagee must approve the change order before work proposed on the change order can be started.





## Change Order Request: Standard 203(k) (cont.)

- The Consultant must complete a change order request on Form HUD-92577, *Request for Acceptance of Changes in Approved Drawings and Specifications*, for contingency items and other changes that may increase or decrease the cost of rehabilitation or the value of the property.
- Work must be 100 percent complete on each change order item before the Consultant may authorize release of funds for the work noted on the change order.
- The Consultant must ensure that all repairs meet all local codes and ordinances, including any required permits and inspections.





## Change Order Request: Limited 203(k)

- The Mortgagee must obtain HUD Form 92577, *Request for Acceptance of Changes in Approved Drawings and Specifications*, from the Borrower if there are any deviations from the Work Plan on the Limited 203(k) program.
- The Borrower is required to supply the Mortgagee the required documentation to evidence the costs of the repairs.
- The Mortgagee must approve the change order before work proposed on the change order can be started.



# Contingency Reserve Funds When Rehabilitation is Not Complete

- When rehabilitation is not complete, to allow use of contingency funds for improvements other than for health and safety, the Mortgagee must determine that:
  - It is unlikely that any health or safety deficiency will be discovered; and
  - The mortgage will not exceed 95 percent of the After-Improved Value.



# Rehabilitation Completion Final Escrow Closeout





# Final Escrow Closeout

- The Mortgagee must include the interest earned in the final payment on the Rehabilitation Escrow Account and **may** include the total of all holdbacks.
- However, if it is required to protect the priority of the security instrument, the Mortgagee may retain the holdback for a period **not to exceed 35 Days** (or the time period required by law to file a lien, whichever is longer), to ensure compliance with state Lien Waiver laws or other state requirements.



# Final Release of Escrow Funds: Standard 203(k)

- Before final release of funds from the Rehabilitation Escrow Account, the Mortgagee must approve the final inspection and draw request signed by the Consultant, contractor, and Borrower.



## Final Release of Escrow Funds: Limited 203(k)

- Before a final release is made to any contractor, the Mortgagee must determine that:
  - All work by the contractor has been completed and is acceptable to the Borrower; and
  - All necessary inspections have been made with, acceptable documentation.





# Required Documentation: Final Release of Escrow Funds

- The Mortgagee must:
  - Obtain the Mortgagor's Letter of Completion signed by the Borrower indicating satisfaction with the completed work, requesting a final inspection and final release of funds;
  - Obtain all inspections and a Certificate of Occupancy (if applicable) required by the local jurisdiction;
  - Complete the Final Release Notice authorizing the final payment;



## Required Documentation: Final Release of Escrow Funds (cont.)

- The Mortgagee must:
  - Provide the Mortgagee's extension approval, if applicable; and
  - Obtain a release of any and all liens arising out of the contract;  
**or**
  - Obtain receipts, or other evidence of payment covering all subcontractors or suppliers who could file a legal claim.



## Contingency Release: Standard 203(k)

- The Mortgagee must either make funds available for additional improvements or apply the funds towards the principal balance if the Contingency Reserve was financed.



## Contingency Release: Limited 203(k)

- The Mortgagee must apply the funds towards the principal balance if the Contingency Reserve was financed.



## Contingency Release: Borrower Established with Own Funds

- A Borrower who contributed to the Contingency Reserve Account with their own funds, may receive a refund of their funds, or may request the remaining funds be applied towards the principal balance.



# Mortgage Payment Reserve

- Mortgage Payment Reserves remaining in the Rehabilitation Escrow Account after the Final Release Notice is issued must be applied to reduce the mortgage principal balance.



## Escrow Closeout Certification: FHAC

- After the Rehabilitation Escrow Account is closed, the Mortgagee must complete the “Escrow Closeout Certification” screen in FHAC **within 30 days after the escrow account is closed.**



## Escrow Closeout Certification: FHAC— Documentation Review

- The Mortgagee must certify that the following documents were verified for accuracy:
  - Final Release Notice;
  - Borrower's Letter of Completion;
  - Title update/Lien Waivers;
  - Draw request forms and inspection reports;
  - Change orders;
  - Mortgagee accounting of the Rehabilitation Escrow Account with payment ledgers; and
  - Contingency release letters.





# Accountability of Mortgagees and 203(k) Consultants

- HUD will hold Mortgagees and 203(k) Consultants fully accountable for the loan proceeds.



## Mortgagees' Quality Control Plan

- Mortgagees must exercise due diligence with regard to the full scope of the 203(k) Consultant's services.
- Standards for the 203(k) Consultant's performance must be clearly defined in the Mortgagee's Quality Control Plan and should be provided to each Consultant that the Mortgagee relies on in the 203(k) program. Mortgagees must evaluate and document the performance of these Consultants on at **least an annual basis**, to include a review of the Consultant's actual work product.



# Servicing



## Mortgage Payment Delinquencies During the Rehabilitation Period

- If the loan is delinquent, the Mortgagee **may** refuse to make further releases from the Rehabilitation Escrow Account.
- The project must stop if the loan is in payment default.
- The Mortgagee must obtain an inspection of all repairs that have been completed up until this point by the 203(k) Consultant for a Standard 203(k), or for a Limited 203(k) by a third party.



## Mortgage Payment Default During the Rehabilitation Period

- The Mortgagee may approve a release of funds for Work Items that have already been completed as of the date the work was stopped.
  - The Mortgagee has the option to call the mortgage due and payable.
  - If the default is cured, the project may resume.
- The inspection obtained by the Mortgagee must also note:
  - Any items that are required to be completed to protect the interest of the collateral from deteriorating, such as a roof; and
  - Health and safety items for a property that is occupied.



## Mortgage Payment Default During the Rehabilitation Period: Inspection

- The Mortgagee must ensure the completion of any Work Item that the inspection determines is necessary to protect the occupants and/or the collateral.
- The Mortgagee may use the services of the mortgagor's contractor, or may engage the services of another qualified contractor to complete the Work Item. The Mortgagee may approve a subsequent release of funds for that Work Item.



## Borrower Bankruptcy During the Rehabilitation Period

- The Mortgagee may not approve further advances if the Borrower declares Bankruptcy, unless otherwise required by law or as needed to protect FHA's first lien position.
- The Mortgagee must obtain an inspection of all repairs that have been completed up until this point by the 203(k) Consultant for a Standard 203(k), or for a Limited 203(k) by a third party. The Mortgagee may approve a release of funds for Work Items that have already been completed as of the date the work was stopped.



## Foreclosure During the Rehabilitation Period

- In the event of a foreclosure during rehabilitation, the Mortgagee must obtain a final inspection to determine the amount of work that has been completed since the start of construction and the cost for the work.
- Using a format similar to the Final Release Notice, the Mortgagee will:
  - Authorize release of rehabilitation escrow funds for the completed work and holdbacks on any previous Disbursements.
- If funds remain in the Rehabilitation Escrow Account, the Mortgagee will reduce the amount of claim (unpaid Mortgage principal balance) by the unexpended funds in the Rehabilitation Escrow Account. The Mortgagee must submit a copy of the Final Release Notice with any insurance claim.







## Helpful Links

### FAQ Site:

<http://portal.hud.gov/hudportal/HUD?src=/FHAFAQ>

### FHA Webinar Archive:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/sfh/events/sfh\\_webinars](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/sfh/events/sfh_webinars)

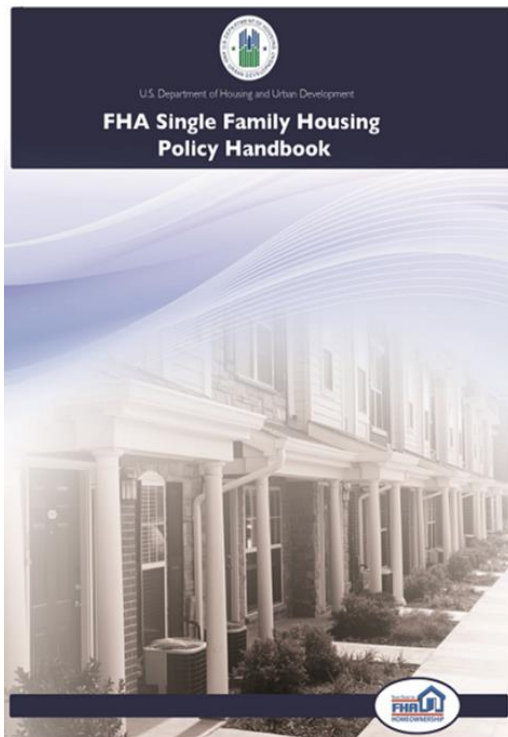
### Single Family Lender main page:

[www.hud.gov/lenders](http://www.hud.gov/lenders)





# Single Family Housing Policy Handbook 4000.1 Training Webcast Series



*Thank you for attending.*