



September 23, 2021

VIA Electronic Submission

**RE: FHA Single Family Housing Policy Handbook 4000.1 Feedback**

Ladies and Gentlemen,

The Mortgage Bankers Association (MBA) and the Housing Policy Council (HPC) thank the Federal Housing Administration (FHA) for revising Section III of the Single Family Housing Policy Handbook 4000.1 (Handbook) issued July 20, 2021. While we appreciate the updates, our members have identified issues needing further clarification or revision. For ease of reference, we provide page numbers from the .pdf version of the Handbook published on the HUD website.

### ***Feedback***

#### ***1. Curtailment of Claims<sup>1</sup>***

The Handbook requires Mortgagees to self-curtail interest and property expenses on claims when ***“the Initiating Foreclosure Time Frame, Notice of Foreclosure Time Frame, Reasonable Diligence Time Frame, Conveyance to HUD Time Frame, or reporting requirements are not met.”<sup>2</sup>***

Per CFR. 24 C.F.R. § 203.402(g)(2), mortgagees are only required to self-curtail property expenses incurred prior to the time of conveyance set forth in § 203.359. For delays in initiating foreclosure or reasonable diligence timeframes, Section 203.402 specifically indicates the penalty is curtailment of the interest reimbursable by HUD. FHA does not have authority to require mortgagees to self-curtail property preservation expenses for failure to meet any deadline other than the conveyance deadline set forth in § 203.359.

#### ***2. Reasonable Diligence Definition***

Previous versions of the Handbook defined reasonable diligence as “the period of time beginning with the first legal action required by the jurisdiction to commence foreclosure and ending with the later date of acquiring good marketable title to, and possession of, the

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<sup>1</sup> We have sent separate letters to FHA on this specific issue as it is of highest concern to our members – HPC letter attached.

<sup>2</sup> Section III.A.2.t.i(E)(page 767)

Property.”<sup>3</sup> The updated Handbook revises the reasonable diligence timeframe definition to “the time period beginning at the earlier of the date the first legal action ***should have been filed*** in accordance with HUD time frames or the date the actual first legal action required by the jurisdiction to commence foreclosure was taken and ending with the later date of acquiring good marketable title to, and possession of, the Property.”<sup>4</sup>

This revised definition reduces allowable foreclosure timeframes and increases servicer curtailments. However, as highlighted in HPC’s June letter on this topic (see Attachment A), HPC and MBA members recommend that HUD continue to use the previous definition tying the reasonable diligence time frame to the date on which a servicer takes the first legal action to commence foreclosure. This would give the servicer the total amount of time on a jurisdiction-by-jurisdiction basis to complete the foreclosure process in a reasonably diligent way pursuant to the foreclosure process time frames set forth in Appendix 5.0.

### **3. Vacancy Determination**

The revised Handbook provides three scenarios in which a servicer can determine the vacancy date of a property including: a) if done on schedule, the date of inspection; b) if not done on the prescribed schedule, the date the inspection should have been completed; and c) the date the property becomes vacant if the servicer had knowledge of the vacancy prior to the inspection.

Our members have raised particular concern with the third option due to the inability to truly confirm that the property is vacant prior to the inspection date, even if the borrower(s) has stated that the property is vacant. Moreover, by basing the foreclosure timeframe and property preservation obligations on an unconfirmed vacancy date, servicers run the risk of unfair interest curtailments and/or property expense curtailments.

Furthermore, our members have also highlighted a conflict with the timing of required initial occupancy inspections. The Collection Communication Timeline Chart<sup>5</sup> indicates that at day 45 of delinquency, if unable to reach the Borrower(s), a mortgagee must perform an occupancy inspection. However, the Occupancy Inspection Section<sup>6</sup> indicates that if unable to reach the borrower(s), the mortgagee must complete the initial occupancy inspection no later than the 60<sup>th</sup> day of delinquency. Completing inspections by day 45 instead of day 60 would result in unnecessary inspections and result in increased costs to the borrower and HUD. We request HUD revert to the previous timeframe, to permit servicers to complete vacancy inspections by the 60<sup>th</sup> day.

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<sup>3</sup> Handbook effective 03/14/2016, last updated 10/24/2019, Section III.A.2.r.ii.(E)(1)(page 739)

<sup>4</sup> Section III.A.2.t.ii(E)(1)(page 772)

<sup>5</sup> Section III.A.2h.iii.(B)(page 661).

<sup>6</sup> Section III.A.2.xi.(B)(1)(page 667)

We request HUD revise the Collection Communication Timeline Chart as follows:

Day	Mortgagee Action
45	<p>The Mortgagee should begin analysis to identify appropriate Loss Mitigation Options, if any.</p> <p>If unable to reach the Borrower(s), the Mortgagee must perform an Occupancy Inspection no later than the 60<sup>th</sup> day of delinquency.</p>

Finally, as currently written, it is unclear if mortgagees are to either continue or restart the 25-35 Day inspection cycle after the Initial Occupancy Inspection.<sup>7</sup> Our members request HUD provide clarification on whether it expects a Mortgagee to continue the 25-35 Day inspection time frame from the date of the Occupancy Inspection completed prior to the First Time Vacancy Property Inspection or restart the time frame from the FTV Property Inspection, regardless of when the last Occupancy Inspection was completed.

**4. FHA Home Affordable Modification Program (HAMP)**

- The revised Handbook permits escrow shortages to be capitalized into the FHA HAMP Standalone Loan Modification<sup>8</sup>, a Standalone Partial Claim<sup>9</sup>, and the Combination Loan Modification and Partial Claim.<sup>10</sup> These sections provide that a mortgagee “may” capitalize the projected escrow shortage amounts, however, language in subsequent sections indicate that capitalization of escrow shortages is required:

“Mortgagees **must** perform a retroactive escrow analysis to ensure that the delinquent payments to be capitalized reflect the actual escrow funds required for those months and adequate funds to pay escrow bills when due to avoid a future escrow shortage without creating a surplus.”<sup>11</sup>

We request FHA revise these latter sections by replacing “must” with “may” to align with the language in the previous sections.

- With respect to Mortgagee status for FHA HAMP, the Handbook states:

<sup>7</sup> Section III.A.2.h.xiv.B.2 (page 667-668)

<sup>8</sup> Section III.A.2.v.(C)(1)(page 693)

<sup>9</sup> Section III.A.2.v(C)(2)(page 693)

<sup>10</sup>Section III.A.2.v(C)(3)(page 694)

<sup>11</sup> See Section III.A.2.v.(D)(1)(page 695) and Section III.A.2.v.(F)(page 696)

“The Mortgage must be in Default or Imminent Default. The Mortgagee must ensure that the Mortgage meets the following eligibility criteria for an FHA HAMP:

- Default is due to a verified loss of income or increase in living expenses;
- the Mortgage must not be in foreclosure at the time the permanent FHA HAMP documents are executed; and
- three or more full monthly payments are due and unpaid (i.e., 61 Days or more past due) when the FHA HAMP documents are executed.”<sup>12</sup>

The requirement that the loan be due for three or more payments when FHA HAMP documents are executed is 1) inconsistent with borrowers facing imminent default being eligible for this program, and 2) virtually impossible given the requirement to advance funds held in suspense once they are sufficient to cover the contractual monthly payment amount. We request FHA delete the third bullet.

- The Handbook excludes borrowers with unresolved delinquent federal debt from eligibility to participate in the FHA HAMP program.<sup>13</sup> This goes against the purpose of loss mitigation. Borrowers who hold federal debt are those likely to be in need of multiple loss mitigation options. This requirement could also have negative impacts on the FHA fund if liquidation options or foreclosure must be pursued as a result of FHA HAMP denials for this reason. We request FHA delete this requirement as follows:

“To be eligible to participate in HUD’s Loss Mitigation Program, the Borrower:

- may not own other real estate subject to FHA insurance, except within the stated exceptions;
- has not been the Borrower, except through inheritance or as a co-signer only, on prior loans on which an FHA claim has been paid within the past three years; and
- for purposes of FHA-HAMP:
  - may not be debarred, suspended or subject to a HUD Limited Denial of Participation (LDP) as determined in accordance with Excluded Parties requirements;”

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<sup>12</sup> Section III.A.2.v.(B)(1)(page 691)

<sup>13</sup> Section III.A.2.j.ii(B)(1)(page 682)

## 5. **Loss Mitigation**

The Handbook provides for automatic extensions to the relevant timelines for failure of an SFB-Unemployment plan or failure of trial payment plan.<sup>14</sup> The only situation in which an automatic extension is not available after borrower fails a loss mitigation option is with Repayment Plans.

However, the Handbook requires a mortgagee to manually request an extension in situations in which state law requires cancellation of a foreclosure action:

If state law requires the Mortgagee to cancel a foreclosure action and then requires the Mortgagee to re-initiate the action at a later date, if needed, the Mortgagee must request an approval from the NSC via EVARS for an extension of time to the first legal action deadline prior to approving the Borrower for loss mitigation.<sup>15</sup>

With respect to Special Forbearance (SFB)-Unemployment Agreements:

If state law requires the Mortgagee to cancel a foreclosure action and then requires the Mortgagee to re-initiate the action at a later date, if needed, the Mortgagee must request an approval from the NSC via EVARS for an extension of time to the first legal action deadline prior to approving the Borrower for SFB-Unemployment Agreement page 688 iv(C)(4)(a)

It is our understanding that, with the exception of failure of repayment plans, the automatic extension would cover failure of a loss mitigation option after cancellation of foreclosure per state law and that a manual extension would only be necessary if a borrower failed a repayment plan. We request revising the Handbook to make this clear.

Additionally, previous Handbooks defined escalated cases as “**written** Borrower inquiries and complaints requiring additional Mortgagee review because they include allegations of:

- improper analysis of Borrower information or denials of Loss Mitigation Options;
- foreclosures initiated or continued in violation of HUD’s policy; or
- other violation of HUD Collections and Loss Mitigation policies.”<sup>16</sup>

The updated handbook removes the word **written** when reviewing escalated cases.<sup>17</sup> Is it HUD’s intent for all escalated cases, including verbally escalated cases, to require a written response? In a situation where an escalation was received verbally, a mortgagee should not

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<sup>14</sup> See <https://www.hud.gov/sites/documents/AUTOEXTENS.PDF>

<sup>15</sup> Section III.A.2.t.li.(C)(2)(page 772)

<sup>16</sup> Handbook effective 03/14/2016, last updated 10/24/2019; 4000.III.A.2.i.xi(A)(page 664)

<sup>17</sup> Section III.A.2.i. xi(A)(page 678)

be required to respond with a written response if the escalation was resolved verbally. We request FHA reinsert “written” into this section.

**6. Property Preservation Allowances**

Our members would like additional clarification regarding maximum cost limits (Max Cap) for property preservation allowances. The revised Handbook excludes expense for debris removal, grass cutting, boarding, inspections, securing swimming pools, sump pumps, demolition, vacant property registration fees, and utilities.<sup>18</sup> In a scenario where these expenses were incurred prior to April 19, 2021, would the mortgagee be required to deduct those expenses? Furthermore, if the Max Cap has been reached but additional expenses are required to be completed and can be within the line-item allowance, is an over-allowance request required?

Additionally, we request HUD include the removal of vehicles, boats, and or trailers as removal of debris, in addition to the securing of spas and hot tubs from the Max Cap. Our members also request HUD provide clarification on the applicability of the exclusions to the Max Cap. We recommend HUD expand the chart that details requirements for over-allowance requests found on page 756 as follows:

<i><b>Claimed Property Preservation Expenses are:</b></i>	<i><b>And the Cost of a Single Line-Item Expense is:</b></i>	<i><b>Need Over-allowable Approval?</b></i>
<i>\$5,000* or less</i>	<i>Greater than Appendix 7.0.A</i>	<i>Yes</i>
<i>\$5,000* or less</i>	<i>Less than Appendix 7.0.A</i>	<i>No</i>
<i>Greater than \$5,000*</i>	<i>Greater than Appendix 7.0.A</i>	<i>Yes</i>
<i>Greater than \$5,000*</i>	<i>Less than Appendix 7.0.A and is not an Excluded Expense</i>	<i>Yes</i>
<i>Greater than \$5,000*</i>	<i>Less than Appendix 7.0.A and is an Excluded Expense</i>	<i>No</i>

<sup>18</sup> Section III.A.2.v.iii(B)(5)(b)(page 785)

## **7. Attorney's Fees**

The Handbook does not provide clear applicability of the updated allowance for attorney fees for foreclosure or bankruptcy.

Handbook section 4000.1.III.A.2.t.ii.(F)(1) (Definition of Allowable Foreclosure Attorney Fees and Fees Associated with Bankruptcy Clearance, Possessory Actions and Completion of DIL, page 762) does not provide clear guidance on whether the updated fee allowances apply to new foreclosure referrals and bankruptcy filings; fees incurred after April 19, 2021; or fees previously incurred where a claim to HUD is filed after April 19, 2021. Given that the updated Handbook supersedes<sup>19</sup> all prior HUD fee schedules, leaving only the fee schedule in the current Handbook, it seems reasonable that the fees in the current Handbook should apply to all loans where the claim is filed after April 19, 2021.

Additionally, there has been significant confusion regarding the applicability of the increased fees to HUD-insured HECM mortgages given that Handbook section 4000.1.III.A.2.t.ii.(F) resides in the "Forward Mortgages" section of the Handbook. Because, as we noted above, the current Handbook has superseded all prior HUD Mortgagee Letters (specifically ML 2015-24 and ML 2016-03) it appears that the fees in the current Handbook should apply equally to HECM mortgages.

Our members request HUD provide clarification of when a mortgagee may apply the new allowances to past or future incurred foreclosure or bankruptcy attorney fees, as well as HUD's intent regarding the applicability of the allowance of bankruptcy attorney fees when foreclosure has not been initiated. Additionally, MBA and HPC members request HUD provide confirmation that the new fee schedule applies to HUD-insured HECM mortgages as well, such authoritative clarification is requested in the form of a Mortgagee Letter, Handbook Update, or other official HUD publication that will be applicable and enforceable as of April 19, 2021, and accepted by all departments of HUD (including but not limited to NSC, Claims, and Audit).

## **8. Extension of the First Legal and Reasonable Diligence Deadline Dates for Vacant Properties.**

Over the course of the COVID-19 Pandemic, HUD has allowed Borrowers with vacant properties to request COVID-19 Forbearance and has allowed participation in COVID-19 Loss Mitigation Options but has excluded those Borrowers from first legal and reasonable diligence extensions provided to Borrowers with occupied properties.

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<sup>19</sup> [https://www.hud.gov/program\\_offices/administration/hudclips/sfhsuperseded](https://www.hud.gov/program_offices/administration/hudclips/sfhsuperseded)

In multiple resources, including the revised Handbook<sup>20</sup>, mortgagee letters<sup>21</sup>, and HUD Knowledge Base articles<sup>22</sup>, HUD has allowed a 180 Day extension of deadlines for first legal action and Reasonable Diligence Time Frames from the date of the expiration of the foreclosure and eviction moratorium, as well as the requirement Mortgagees complete a Loss Mitigation Option for Borrowers who were on a COVID-19 Forbearance no later than 120 Days from the date of the end of the forbearance. Both extensions exclude vacant and abandoned properties.

Because vacant or abandoned Properties are excluded from the provided extensions, Mortgagees must adhere to standard time frame deadlines. Where HUD has provided 120 Days for Mortgagees to review for and complete a COVID-19 Loss Mitigation Option, Mortgagees are unable to utilize the entire 120 Day period if the Property is vacant.

Our members propose the following language updates to Handbook section 4000.1.III.A.2.o.vii (Extension of First Legal Deadline Date, Page 741) to provide equitable extensions to engaged Borrowers who participated in a COVID-19 Forbearance and/or request a COVID-19 Loss:

*Deadlines for the first legal action and Reasonable Diligence Time Frame are extended to:*

- *180 Days from the date of expiration of the foreclosure and eviction moratorium for FHA-insured Single-Family Mortgages, including FHA-insured Mortgages secured by vacant or abandoned properties for which the Borrower participated in a COVID-19 Forbearance, but excluding FHA-insured Mortgages secured by vacant or abandoned Properties for which the Borrower did not participated in a COVID-19 Forbearance;*
- *180 Days from the earlier of the date of completion or expiration of the COVID-19 Forbearance period if the Borrower participated in a COVID-19 Forbearance; or*
- *120 Days from the date of the Borrower's request for loss mitigation assistance if the Borrower did not participate in a COVID-19 Forbearance and the Property is vacant or abandoned.*

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<sup>20</sup> Section III.A.2.o.vii

<sup>21</sup> ML 2021-05

<sup>22</sup> KA-05565

Additionally, our members also propose the following language updates to HUD Knowledge Base Article KA-05565:

- *For Borrowers participating in the COVID-19 Forbearance, Mortgagees are granted an automatic 180-Day extension to the first legal deadline date and reasonable diligence deadlines from the earlier of the date of completion or expiration of the COVID-19 Forbearance period, to complete a Loss Mitigation Option, or to commence or re-commence foreclosure.*

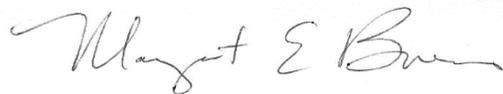
### **Conclusion**

Again, MBA and HPC thank FHA updating the Single Family Housing Handbook and appreciate the opportunity to provide feedback. Should you have questions or wish to discuss this issue further, please contact Darnell Peterson at 202-557-2922 or via email at [dpeterson@mba.org](mailto:dpeterson@mba.org) or Matt Douglas at 202-589-1924 or [matt.douglas@housingpolicycouncil.org](mailto:matt.douglas@housingpolicycouncil.org).

Sincerely,



Pete Mills  
Senior Vice President  
Residential Policy and Member Engagement  
Mortgage Bankers Association



Meg Burns  
Executive Vice President  
Housing Policy Council

Attachment A



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June 18, 2021

Lopa Kolluri  
Principal Deputy Assistant Secretary, Federal Housing Administration (FHA)  
US Department of Housing and Urban Development (HUD)  
451 7<sup>th</sup> Street, SW  
Washington, DC 20410

Dear Ms. Kolluri:

Thank you for your engagement with the housing finance industry on issues related to FHA's COVID-19 loss mitigation programs and for contacting the Housing Policy Council (HPC)<sup>23</sup> for an introductory policy discussion on a wide range of issues. During that policy conversation, we mentioned our concerns with implementation of the FHA 4000.1 Handbook updates by the August 17, 2021 effective date *and* highlighted one topic of particular concern, the new requirement for servicers to self-curtail claims for property preservation expenses if specific benchmark timelines are missed. We expressed that we do not believe FHA has the regulatory authority to institute this significant policy change and that we planned to submit a letter to you explaining our position.

Therefore, we are following up with this letter, to present a summary of the problematic Handbook change at issue and, more importantly, our rationale for questioning FHA's authority to pursue this change administratively, rather than regulatorily. We ask that FHA remove this policy change in advance of the August 17, 2021 effective date or any future effective date, should FHA postpone implementation of the Handbook.

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<sup>23</sup> The Housing Policy Council is a trade association comprised of the leading national mortgage lenders and servicers, mortgage and title insurers, and technology and data companies. HPC advocates for the mortgage and housing marketplace interests of its members in legislative, regulatory, and judicial forums. Our interest is in the safety and soundness of the housing finance system, the equitable and consistent regulatory treatment of all market participants, and the promotion of lending practices that create sustainable homeownership opportunities in support of vibrant communities and long-term wealth-building for families. For more information, visit [www.housingpolicycouncil.org](http://www.housingpolicycouncil.org).

The specific Handbook change of concern is located Section III.A.2.t.i.(E), page 754 of the Handbook 4000.1 PDF document dated April 19, 2021. The text indicates that the servicer is obligated to “self-curtail” property expenses if any of a handful of deadlines are missed. In other words, the Handbook states that the servicer is expected to reduce the total claim amount filed if timelines are missed, which transfers the payment for property protection and preservation costs that were previously eligible for reimbursement from FHA to the servicers.

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This significant new cost to servicers is neither authorized nor required under the existing regulations.

The updated Handbook language that we are referencing reads as follows:

**(E) Curtailment of Claims**

Mortgagees are responsible for self-curtailed interest and property expenses on

Single Family claims when the Initiating Foreclosure Time Frame, Notice of Foreclosure Time Frame, Reasonable Diligence Time Frame, Conveyance to HUD Time Frame, or reporting requirements are not met. Property expenses do not include real estate taxes and hazard insurance premiums.

For each of these self-curtailed time frames, the time frame begins on the **earlier** of the date the action should have been taken in accordance with HUD requirements or the actual date the action was taken.

The curtailment of property expenses *is* addressed in the regulation but is only authorized when a mortgagee misses the conveyance timeline. In contrast, the Handbook update includes the expanded list of critical timelines with which the servicer must comply to receive full reimbursement. This change is not consistent with the requirements set forth in the relevant section of the code of federal regulations. The specific regulation, 24 CFR 203.402(g)(2), which cross references 24 CFR 203.359 (cited in the Handbook using the term, “conveyance timeframe”<sup>24</sup>), provides that “insurance benefits paid in connection with foreclosed properties ... **shall include**” (emphasis added) protection and preservation expenses incurred before the conveyance deadline:

Section 203.402(g)(2)

*(2) For mortgages insured under firm commitments issued on or after November 19, 1992, or under direct endorsement processing where the credit worksheet was*

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<sup>24</sup> HUD Handbook 4000.1 III.A.2.t.i. In addition, the Department requires properties to be in “acceptable conveyance condition,” which requires mortgagees to ensure that the property is undamaged, secured/winterized, free from vandalism, has good and marketable title, and is in broom-swept condition. See id. III.A.2.t.ii.(A).

*signed by the mortgagee's underwriter on or after November 19, 1992, reasonable payments made by the mortgagee, with the approval of the Secretary, for the purpose of protecting, operating, or preserving the property, or removing debris from the property **prior to the time of conveyance required by §203.359 of this part.***

Section 203.359

*(b) For mortgages insured under firm commitments issued on or after November 19, 1992, or under direct endorsement processing where the credit worksheet was signed by the mortgagee's underwriter on or after November 19, 1992 – (1) Conveyance by the mortgagee. The mortgagee must acquire good marketable title and transfer the*

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property to the Secretary within 30 days of the later of: (i) Filing for record the foreclosure deed; (ii) Recording date of deed in lieu of foreclosure; (iii) Acquiring possession of the property; (iv) Expiration of the redemption period; or (v) Such further time as the Secretary may approve in writing.<sup>25</sup>

As you can see, the relevant regulatory text related to property preservation expenses does not allow for the foreclosure commencement or reasonable diligence timeframes as a limiting factor on the reimbursable fees authorized by Section 203.402(g)(2). Section 203.402(g)(2) only references the conveyance timeline in Section 203.359 as a limitation on property preservation expenses to be included in an FHA insurance claim—it does not reference the regulations providing timeframes for foreclosure initiation (Section 203.355(a))<sup>26</sup> or reasonable diligence (Section 203.356(b)).<sup>27</sup> Moreover, this distinction is reinforced by the text of Section 203.402(k) regarding debenture interest in FHA claims, where FHA explicitly included multiple deadlines as limiting factors to authorized interest including, among others, the foreclosure commencement, reasonable diligence, and conveyance timeframes.

Because the plain language of the regulation does not reference the foreclosure commencement or reasonable diligence timeframes—to the contrary, it states that property preservation expenses predating the conveyance deadline “shall” be reimbursed—HUD does not have the regulatory authority to curtail claims for property preservation expenses based on a missed foreclosure commencement or reasonable diligence timeframe. Had the intent of the regulation been to prohibit servicers from claiming for such expenses, section 402(g)(2) would have referenced sections 355(a) and 356(b) in the way that it referenced section 359. FHA’s regulatory decision not to include sections 355(a) and 356(b) as

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<sup>25</sup> *Id.* § 203.359(b) (emphasis in original); *see also* HUD Handbook 4000.1 (effective Jan. 2, 2020), § III(A)(2)(t)(i).

<sup>26</sup> Section 203.355(a) provides that the general timeline for the mortgagee to “commence foreclosure” is “within six months of the date of default or within such additional time approved by HUD”.

<sup>27</sup> Section 203.356(b) provides the regulatory authority for establishing the “time frame that is determined by the Secretary to constitute ‘reasonable diligence’ for each State....”

limitations on reimbursement means the regulation requires that FHA “shall” reimburse property preservation expenses as long as the mortgagee meets the conveyance deadline in section 359.

Our concerns with the legal underpinning for this Handbook change are further substantiated by the activities of FHA and the HUD Office of Inspector General in 2015 and 2016, when the Department initiated a rulemaking effort that was subsequently abandoned. That 2015 Proposed Rule<sup>28</sup> included potential changes that were *similar* to those that would take effect under this Handbook update, changes that were strongly opposed by industry, as evidenced by comments submitted at that time. The rulemaking exercise is a clear indication that HUD was aware that a modification to the regulation was required to execute any limitations on property expense reimbursements for failure to meet the full set of timeframes included in the listing in this new update to the Handbook. The subsequent HUD-OIG report<sup>29</sup>

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further affirms this point, because it also recommends that HUD reactivate its pursuit of a regulatory change to expand the FHA’s legal authority to curtail property expenses for a broader array of missed timelines.

We believe that reimbursement for expenses related to the protection and preservation of properties that secure FHA mortgages is critically important for FHA, servicers, and communities. The servicer initiates a wide variety of preservation activities and covers the costs for these services on behalf of FHA, to protect the lien interest of the FHA, and this arrangement warrants reimbursement, as permitted under the terms of the current regulation. Given the clear limitations on FHA’s regulatory authority to curtail these critical expenses for missed timelines, we respectfully request that FHA correct this error as quickly as possible, certainly before the updated guidance takes effect.

We appreciate your attention to this critical issue and would appreciate quick action to address what may be an unintentional error, given the broad array of updates that were included in this latest version of Handbook 4000.1. We do intend to submit a more extensive set of comments on the Handbook changes, jointly with the Mortgage Bankers Association, but felt that the property preservation issue was of such consequence that we wanted to address it separately. Should you have any questions or have an interest in additional discussion on this matter, please contact our EVP, Meg Burns, at 202-589-1926.

Yours truly,

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<sup>28</sup> **Federal Register** /Vol. 80, No. 128 /Monday, July 6, 2015

<sup>29</sup> HUD OIG Audit Report 2017-KC-0001, “Single-Family Mortgage Insurance Claims,” October 14, 2016.

Re: FHA Single Family Housing Policy Handbook 4000.1 Feedback

September 22, 2021

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A handwritten signature in black ink that reads "Edward J. DeMarco". The signature is written in a cursive style with a large initial "E" and "D".

Edward J. DeMarco

President

Housing Policy Council