

## Important Non-Emergency Transfer Policy Update

Dear Section 8 Participant:

The New York City Housing Authority (NYCHA) has made an important change to its non-emergency transfer policy for voluntary moves. Starting May 1, 2026, NYCHA will only process non-emergency transfer rental requests that are cost-neutral. This means the new apartment's *gross contract rent* must be the same or lower than your current apartment's. The gross contract rent is the total of your contract rent plus any utility allowances.

### Example:

A tenant currently resides in a two-bedroom apartment and is responsible for paying for cooking gas and electricity.

- **Current Unit:** \$2,000 (Rent) + \$181 (Utility Allowance) = **\$2,181 Total**
- **New Unit Limit:** The new rent + new utility allowance **must be \$2,181 or less.**
- *Note: Even if the payment standard is \$2,997 for a two-bedroom unit, you are capped at your current cost of \$2,181.*

This policy does **not** apply to involuntary moves using an emergency transfer. Emergency transfer reasons include:

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| <ul style="list-style-type: none"><li>• 24-hour failed Housing Quality Standards (HQS) inspection – such as a gas leak or fire</li><li>• Non-voluntary move because of an HQS long-term suspension</li><li>• Natural Disaster – such as a hurricane or earthquake</li><li>• Court Action – Holdover proceeding in Housing Court based on a landlord's choice not to renew a lease.</li></ul> | <ul style="list-style-type: none"><li>• Foreclosure Action and Order to Vacate</li><li>• Reasonable Accommodation</li><li>• Victim under the Violence Against Women Act (VAWA): VAWA Victim of domestic violence, dating violence, sexual assault, or stalking</li><li>• Intimidated Victim (IV)</li><li>• Intimidated Witness (IW)</li></ul> |
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For more information on this policy update, please read our [Frequently Asked Questions](#).

Thank you,

Leased Housing Department