

Warren Metropolitan Housing Authority

HOUSING CHOICE VOUCHER PROGRAM

*Owner's
Information
Guide*



A GENERAL GUIDE TO HCV POLICIES, PROCEDURES AND REGULATIONS FOR
LANDLORDS AND PROPERTY OWNERS IN WARREN COUNTY, OHIO

This publication is designed to provide accurate and authoritative information in regard to the subject matter concerned. It is distributed with the understanding that the Warren Metropolitan Housing Authority is not engaged in rendering legal, accounting, or other professional services. If legal advice or other expert assistance is required, the services of a competent professional should be sought.



Warren Metropolitan Housing Authority

Housing Choice Voucher Program

990 East Ridge Drive, Lebanon, Ohio 45036

Phone 513.695.3380 Fax 513.695.1638

housing@warrenmha.org

Executive Director.....Jacqueline Adkins

Fiscal Manager.....Mary Fielder

HCV Manager.....Kamela Jones

Coordinators....Krissy Viars, Wendy Rourke

Inspector.....Bryan Shaw



Welcome!

Welcome to the HOUSING CHOICE VOUCHER PROGRAM

Dear Owner:

Thank you for your interest in the Warren Metropolitan Housing Authority (WMHA) Housing Choice Voucher (HCV) Program. This is a general guide to the HCV Program policies, procedures and regulations.

The HCV Program is designed to fill the gap between what a family can afford to pay in rent and the actual rent payment. The success of the HCV Program depends on WMHA being able to contract with property managers and owners who have quality, affordable rental units.

All HCV Program participants, families, and owners, are subject to federal rules and regulations. WMHA will make every effort to inform you of HCV Program rules and to advise you of how any new or revised rules affect you.

We look forward to you becoming a partner in WMHA's mission to provide affordable housing to low-income families in Warren County. If you have any questions after reviewing the enclosed material, please contact WMHA at 513.695.3380.

Thank you,

Kamela Jones
Housing Choice Voucher Manager

Owner's Information Guide

TABLE OF CONTENTS

Welcome to the HCV Program.....	3
About the HCV Program	5-20
Housing Choice Voucher Program.....	5
Three-Way Partnership.....	6
Steps to Becoming a HCV Landlord.....	7-11
Step 1-Advertise Your Unit.....	7
Step 2-Owner Screens & Selects A Tenant.....	8
Step-3-WMHA Approves Tenancy & Unit Passes HQS.....	9
Step 4-HAP Contract & Signed Lease.....	10-11
Annual Requirements of HCV Program.....	12-13
Lease & HAP Contract Termination.....	14
Lead-Based Paint Regulations.....	15
Common Owner Violations.....	16
Glossary of HCV Program Terms.....	16-17
HQS Inspection Checklist.....	19-20
Sample HUD & HCV Program Forms/Brochures.....	21-140
Ohio Tenant Landlord Laws.....	22-24
Fair Housing.....	25-41
A Good Place to Live.....	42-63
Inspection Book.....	64-85
Current Payment Standards.....	86
HCV Utility Allowance.....	87
Obligations of the Family.....	88-89
Ten Steps to Housing.....	90
Disclosure of Information on LBP.....	91
Protect Your Family From Lead.....	92-106
Request for Tenancy Approval Packet.....	107-128
HAP Contract.....	128-140

Warren Metropolitan Housing Authority
HOUSING CHOICE VOUCHER PROGRAM

THREE-WAY PARTNERSHIP

WMHA's Responsibilities:	Owners Responsibilities:	Family's Responsibilities To Owner:
<ul style="list-style-type: none">▪ Determine family's eligibility for participation in HCV Program▪ Approve units and leases▪ Determine the rental amount for a unit▪ Determine a family's portion of rent to owner▪ Determine family's eligibility annually▪ Inspect subsidized unit annually▪ Ensure that owners and families comply with program rules▪ Provide families and owners with prompt, professional service▪ Issue Housing Assistance payments in a timely matter	<ul style="list-style-type: none">▪ Screen families who apply to determine their suitability▪ Comply with fair housing laws▪ Maintain the housing unit by making necessary repairs▪ Comply with the terms of the Housing Assistance Payment (HAP) Contract▪ Collect the rent due from the family and comply with and enforce the lease	<ul style="list-style-type: none">▪ Abide by the terms of the lease▪ Pay rent on time and take care of the housing unit▪ Provide the utilities which are not furnished by the Owner▪ Provide and maintain any appliances which the Owner does not furnish▪ The family is responsible for damages to the unit or premises beyond normal wear and tear which results in a breach of the housing quality standard

About The HCV Program

I. The Housing Choice Voucher Program

The HCV Program, formerly known as the Section 8 Voucher and Certificate Rental Voucher Program, provides rental assistance to help low-income families afford decent and safe rental housing. HCV Programs are funded by the United States Department of Housing and Urban Development (HUD), and administered by public housing agencies authorized under Federal or State law to operate housing programs within an area or jurisdiction. The Warren Metropolitan Housing Authority (WMHA) is a housing agency that administers a Housing Choice Voucher Program throughout Warren County.

The WMHA Housing Choice Voucher Program is a three way partnership between WMHA, the owner of the housing unit, and the family. WMHA, the Family and the Owner all have responsibilities within the program. Each also has different contractual relationships with each other. (See chart on page 6)

Housing Choice Voucher Program Owners Help:

- Maintain housing stock in the community
- Foster mobility for low-income families
- Foster stability of neighborhoods
- Provide housing in neighborhoods that are safe for children

WMHA's Right to Disapprove a Unit or Owner:

WMHA is not permitted to approve a unit if:

- WMHA has been notified by HUD that the owner is debarred, suspended, or subject to a limited denial of participation by HUD.
- The government has instituted an administrative or judicial action against the owners for violation of the Fair Housing Act or other equal opportunity requirements.

WMHA has discretion to disapprove an owner if:

- The owner has violated obligations under a Housing Assistance Payment (HAP) Contract
- The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any HUD program
- The owner has engaged in drug trafficking
- The owner has a history or practice of noncompliance with Housing Quality Standards (HQS) for units leased under the program
- The owner has a history or practice of renting units that fail to meet State or Local housing codes
- The owner has not paid State or Local real estate taxes, fines, or assessments

II. Steps to Becoming a HCV Landlord

As an Owner participation in the HCV Program, you are required to maintain your rental unit in compliance with local housing codes as well as Federal Housing Quality Standard guidelines. The owner is responsible for screening and selecting a tenant, executing the lease, executing the Housing Assistance Payment (HAP Contract), collecting a security deposit, and collecting the family's portion of rent.

YOU MAY BECOME A HCV LANDLORD IN 4 SIMPLE STEPS:

STEP 1-ADVERTISE YOUR UNIT

A family must locate a housing unit that meets the program rules. A family may choose to move anywhere within Warren County, provided the unit meets Housing Quality Standards, the rent is deemed "reasonable" by WMHA and acceptable to the owner.

You may register your unit with WMHA by calling our office asking for it to be placed on our Landlord List.

WMHA will issue the family a voucher. The owner should check the expiration date on the voucher and the bedroom size for which the family is approved. Generally, WMHA's occupancy standards require that two family members share a bedroom in a unit.

For a unit to be approved, it must meet the following requirements:

- 1. The rent for the unit must be reasonable for the type, size, condition, and location of the unit.**
- 2. The unit must pass an HQS Inspection.**
- 3. The owner must be willing to enter into a contract with WMHA and comply with program rules.**

STEP 2-OWNER SCREENS & SELECTS A TENANT



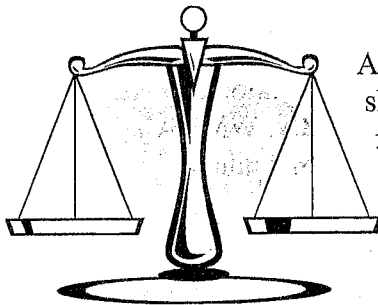
Once a unit is located and the owner finds the family suitable, the family is required to submit a Request for Tenancy Approval (RFTA) and the proposed unsigned lease. The owner should review the family's voucher for bedroom size approval, and complete the RFTA packet. The owner must also submit an unsigned lease to WMHA for approval. Owners may request a copy of a model lease from WMHA.

The owner is responsible for screening and selecting the family for tenancy. WMHA certifies that the family is eligible to receive Housing Choice Voucher Program assistance, but the owner must screen for suitability.

The owner should generally use the same screening procedures used for non-subsidized tenants. The owner is under no obligation to lease to a Housing Choice Voucher program family, however, the owner may not discriminate against any prospective tenant on the basis of race, creed, color, sex, religion or national origin or familial status.

Upon request, WMHA will supply a prospective landlord with the family's current address as well as current and prior HCV Program landlord's addresses (if applicable).

If the owner determines the family suitable, the RFTA packet must be completed and returned to WMHA. **(The tenant will provide the RFTA to the owner.)** The lease should be submitted, unsigned, with the RFTA packet. Once the RFTA is submitted, a rent determination is processed. If an owner accepts the rent offer, an inspection will be scheduled.



According to the Ohio Law (OH ST s4112.02 (18) (a)), a landlord shall permit, upon request, at the expense of a person with a disability, reasonable modifications of existing housing accommodations that are occupied or to be occupied by the person with a disability, if the modifications may be necessary to afford the person with a disability full enjoyment of the housing accommodations.

STEP 3-WMHA APPROVES TENANCY & UNIT PASSES HQS

THE LEASE

HUD requires certain language in any lease signed by a Housing Choice Voucher program tenant. WMHA must review the lease before it is signed.

You must submit your proposed lease, unexecuted, with the RFTA packet. WMHA will review the lease to ensure that it does not contain any provisions that conflict with program rules.

The lease must include all the terms of the lease, including length of lease, lease renewal terms, security deposit amount, and total amount of rent to owner for the unit.



The Lease must:

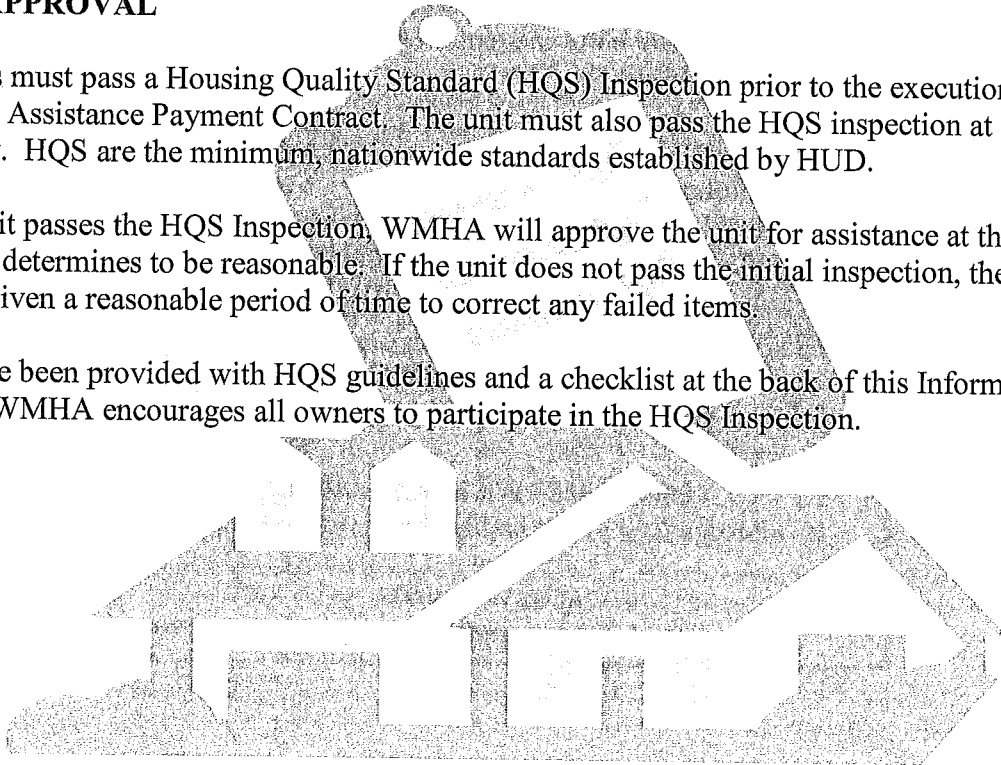
- Comply with State and Local Law
- Contain provisions for rent increases, if any, after the initial term of the lease
- Be initially for one (1) year
- Specify what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family
- Remain unchanged unless a lease revision has been approved in writing by WMHA

UNIT APPROVAL

All units must pass a Housing Quality Standard (HQS) Inspection prior to the execution of the Housing Assistance Payment Contract. The unit must also pass the HQS inspection at least annually. HQS are the minimum, nationwide standards established by HUD.

If the unit passes the HQS Inspection, WMHA will approve the unit for assistance at the rent WMHA determines to be reasonable. If the unit does not pass the initial inspection, the Owner will be given a reasonable period of time to correct any failed items.

You have been provided with HQS guidelines and a checklist at the back of this Information Guide. WMHA encourages all owners to participate in the HQS Inspection.



STEP 4-HAP CONTRACT & RENT DETERMINATION

If the unit passes the HQS Inspection and the rent deemed reasonable by WMHA is accepted by the owner, the WMHA will offer the owner a **Housing Assistance Payment Contract (HAP Contract)** and the owner will offer the family a lease.

RENT TO OWNER is the monthly rent payable to the Owner under the Lease. The rent to owner consists of the Housing Assistance Payment plus the Tenant Rent.

HOUSING ASSISTANCE PAYMENT is the monthly assistance payment by WMHA to the owner for rent under the lease.

FAMILY RENT TO OWNER is the amount payable monthly by the family as rent to the owner. In the initial year of the Contract, the family may pay up to a maximum of 40% of adjusted income. However, this amount will vary based on the family's responsibility for utility payments.

To determine if the rent proposed by the Owner is reasonable, WMHA is required to compare the proposed rent to rents charged for comparable "unassisted" or unsubsidized units in the area. WMHA will compare location, bedroom size, type, amenities, and facilities of the unit with others in the area.

HUD TERMS USED FOR RENT DETERMINATIONS:

Utility Allowance-A utility allowance is the estimate of the average monthly utilities needed for a household. If all utilities are included in the rent, there is no allowance. Allowances will vary by unit size, unit type, and type of utilities.

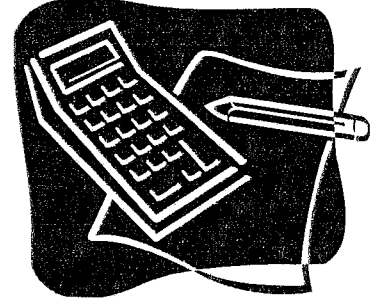
Fair Market Rent (FMR)- HUD-determined figures, which represent the middle value for rents in the area, according to bedroom size.

Payment Standards-The maximum HCV program assistance payment for a family is based on the bedroom size of the unit the family is qualified for. WMHA's payment standards are included in the document section of this guide.

<p style="text-align: center;">HOUSING ASSISTANCE PAYMENT (Portion paid by WMHA)</p> <p style="text-align: center;">+</p> <p style="text-align: center;">FAMILY RENT PORTION TO OWNER (Portion paid by the family directly to the owner)</p> <p style="text-align: center;">=</p> <p style="text-align: center;">RENT TO OWNER (Paid monthly under HAP Contract)</p>

HOW THE HCV PROGRAM DETERMINES RENT

1. Reasonable rent is developed using information obtained from advertised rents in Warren County. Details are grouped by building type and bedroom size.
2. The landlord's **requested rent** is compared to WMHA's **reasonable rent** adjusted by the estimated utility rates. The lower of these two numbers is the gross rent.
3. The tenant's portion is limited to 30% of their adjusted gross income; or the tenants portion is 30% plus the amount by which the gross rent exceeds their respective payment standard. However, in all instances, the tenants portion cannot exceed 40% of their adjusted income in the initial year of tenancy.
4. A utility allowance is an estimate of the monthly utility expense for a unit based on the structure type and number of bedrooms. A tenant can only be obligated to pay for a utility if the unit is separately metered for the tenant's specific unit. Frequently, a tenant pays for gas and electricity. With respect to water, the required separate meter usually exists only in single-family dwellings and townhouses.
5. Owners may request a rent increase annually.



The lease is executed between the owner and the family, and it runs concurrently with the HAP Contract. The Housing Assistance Payment Contract is executed between WMHA and the owner. When either contract ends, so does the other.

- Initial term of the lease must be for **at least one year**
- The lease may provide for automatic renewal after the initial term by either successive definite terms (month to month, year to year) or automatic indefinite extension of the term of the lease.

WMHA will not authorize the family to move during the first year of the lease. After the first year of the lease, a family may terminate the tenancy in accordance with the terms of the lease. All new and revised leases are subject to WMHA approval.

SECURITY DEPOSITS: Families are responsible for paying security deposits if charged by the owner. In the WMHA Housing Choice Voucher Program, the security deposit may not exceed those charged to unassisted tenants (or the maximum prescribed by State or Local Laws).

HOUSING ASSISTANCE PAYMENT (HAP) TO OWNER

Once the HAP Contract and a copy of the signed lease are submitted to the housing authority, WMHA will make the initial payment at the beginning of the next month and will continue to make monthly payments to the owner as long as the family continues to meet eligibility criteria and the unit qualifies under the program.

WMHA will make HAP payments directly to the owner. The owner is responsible for collecting the family's portion of the rent.

III. Annual Requirements of the HCV Program

HUD requires that the following events take place annually:

- **Annual Recertification**

The family must be recertified to determine continued eligibility for the program and the correct level of assistance based on income and family composition. The owner will receive notice of any change in the tenant rent or housing assistance payment.

- **Annual HQS Inspection**

The unit must be inspected and meet Housing Quality Standards (HQS) at least annually. However, an inspection may occur more frequently if a life-threatening violation is reported or a municipality requests a special inspection.

IF A UNIT FAILS AN HQS INSPECTION:

If the unit fails an HQS Inspection, the owner must take corrective action within the specified period of time, unless an extension is approved by WMHA. If an HQS violation is life-threatening, the owner must correct the defect within 24 hours. If corrective action is not taken, WMHA will abate (stop) the HAP Payment.

If it is determined that the family caused the HQS deficiencies, corrective action by the family must be taken within 30 days, unless an extension is approved by WMHA.

If an HQS breach caused by the family is life threatening, the family must correct the defect within 24 hours. If corrective action is not taken, WMHA may terminate the family's assistance.

If a unit is in non-compliance with HQS for more than 60 days, the HAP Contract may be terminated.

Abatement means Stop Payment on All Landlord Payments

According to the HAP Contract, the owner is responsible for ensuring that the unit meets HQS requirements during the entire term of the HAP Contract. If at any time it is determined that the unit does not meet HQS requirements, WMHA will notify the owner in writing and provide the owner with a reasonable period of time to make repairs. If the repairs are not made within that time period, WMHA is required to abate payments. If a payment is abated, the family is still responsible for their share of rent; However, WMHA will not make the HAP payment.

If a unit is abated, HAP payments will not resume until the repairs are made. Furthermore, there will be no retroactive payments for the period of time that the unit was in abatement for non-compliance with HQS. If a unit is in abatement for more than 30 days, the HAP Contract may be terminated.



Local Housing Codes

If WMHA received notice from a municipality that a unit is in serious violation of a housing code, WMHA will proceed with a Special Inspection. If documented deficiencies are not covered within 30 days, the unit will be abated. If an HQS breach is life threatening, the owner must correct the defect within 24 hours.

RENT ADJUSTMENTS

- 1. The owner may not increase the rent during the first twelve (12) months of the lease. After the first year of the lease and annually thereafter, the owner may request a rent adjustment, if stated in the initial lease.**
- 2. Requests for rent adjustments must be made to WMHA and the tenant, in writing. Requests must be submitted at least 60 days prior to the contract anniversary date. If the unit has a year-to-year lease, after the year commences, the rent may not change.**
- 3. The owner should request a reasonable amount. All rent increases are subject to rent reasonableness.**
- 4. WMHA will provide written notice to the owner and the family of any changes in the family's and WMHA's rent amount.**

IV. Lease and HAP Contract Termination

The owner's approved lease and the HAP Contract run concurrently. Therefore, if the assisted lease ends, the HAP Contract ends; if the HAP Contract ends, the owner's lease ends.

THE HAP CONTRACT TERMINATES IF:

THE OWNER EVICTS THE FAMILY

The owner may evict only by instituting a court action. The owner must give the family written notice of grounds for eviction at or before commencement of the eviction action. The owner must give WMHA a copy of any eviction notice given to a family.

THE FAMILY TERMINATES THE TENANCY

The family may terminate the tenancy any time after the first year of the lease with proper notice to the owner. Proper notice is defined in the lease.

THE FAMILY MOVES FROM THE UNIT

The family is required to give the owner notice in accordance with the lease terms before moving from the unit. This is usually 30 days. After the first year of the lease, WMHA will allow a family to move if they have not entered into a new one-year lease. Upon request, a family will be issued a voucher to move within 120 days of voucher issuance. We will notify an owner if a family returns a RFTA Packet of another unit.

WMHA TERMINATES THE FAMILY'S ASSISTANCE

WMHA will provide the owner and the family with advance written notice if the family is being terminated from the program. When the family is terminated from the HCV Program, the HAP Contract automatically terminates. The lease becomes "unassisted".

THE OWNER TERMINATES THE TENANCY

The owner may terminate the tenancy at the end of the initial term or any consecutive term with proper notice in accordance with the lease.

The owner may terminate the tenancy during the initial term of the lease (or any extension term) if the family commits serious and repeated violations of the lease; violates Federal, State, or Local Law relating to use or occupancy of the unit; demonstrates other good cause for termination (e.g. history of disturbance of neighbors, destruction of property, etc.) or abuse alcohol in a manner that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The owner may terminate the tenancy of a family who has engaged in drug-related, violent criminal activity or other criminal activity on or near the premises that threatened the health, safety, or peaceful enjoyment of the premises by other residents.

The owner may terminate tenancy if a tenant is fleeing prosecution or incarceration for a felony or for violation parole.

V. Lead-Based Paint Regulations

Lead-based paint rules apply to all housing constructed before 1978.

All tenants must be provided with a copy of the HUD/EPA pamphlet **“Protect Your Family From Lead In Your Home”**. This document, EPA747-K-9401 is available through the Government Printing Office. Photocopies are acceptable. A copy is also provided in the document section of this guide.

The owner and family must complete and sign a “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards”. This form must be kept by the owner for at least three years. The owner must disclose any known lead-based paint hazards to the family.

WMHA must complete a visual assessment for deteriorated paint during the initial and annual inspection. (For more information on project-based requirements and on lead-based paint in general, see the HUD web page at www.hud.gov.)

During inspections all deteriorated or damaged paint will be assumed to be lead-based paint (LBP) unless the paint has been tested and cleared by a licensed Lead Inspector or Risk Assessor.

All deteriorated paint must be stabilized by properly trained person. Stabilization must be completed before the unit is occupied or within 30 days of notification if the unit is already occupied.

Only properly trained persons may work on LBP or paint assumed to be LBP. At the completion of the work involving LBP or paint assumed to be LBP, the owner must have lead wipe samples secured by a licensed Risk Assessor and the dust levels must be below the HUD defined levels.

If there is a child with a Elevated Blood Level (EBL) under age six in the unit, a Lead Risk Assessment of the unit and common areas must be completed within 15 days of notification. (A child with a EBL is one determined to have excess lead levels in the blood stream.) The assessment may be performed by the Health Department, licensed contractor or WMHA.

For more information, contact your local Health Department or the National Lead Information Center at 1-800-LEAD-FYI. Owners can also contract with environmental consultants to assist them in complying with LBP regulations. Some consultants are listed in the Yellow Pages. A complete list of Lead Inspectors and Risk Assessors is available from the Ohio Department of Health at (614) 466-1450.

VI. Most Common Owner Violations

TO AVOID THE MOST COMMON PROGRAM VIOLATIONS, AN OWNER SHOULD:

- Always maintain the unit in accordance with HQS standards
- Never accept payments from WMHA for a vacant unit
- Never demand or accept unauthorized side payments from a family.
(A side payment is any money paid by a tenant to the owner for rent that is above the approved Contract rent.)

VII. Glossary of HCV Program Terms

ABATEMENT: The period of time when HAP payments are not made to the owner because the assisted unit does not meet HQS standards. Retroactive payments are not made for the time the unit is in non-compliance. If the HAP payment is abated, the tenant is still responsible only for their share of the rent.

DRUG-RELATED CRIMINAL ACTIVITY: Drug trafficking, illegal use or possession for personal use of a controlled substance as defined in Section 102 of the controlled Substance Act.

DRUG TRAFFICKING: The illegal manufacture, sale, or distribution or possession with intent to manufacture sell or distribute a controlled substance.

EXCEPTION RENT: An amount that exceeds the published Fair Market Rent.

FAIR MARKET RENT: The rent, including the cost of utilities (except phone) as established by HUD for units of varying sizes that must be paid in the housing market

area to rent privately owned, decent, safe, and sanitary rental housing of modest nature with suitable amenities.

FAMILY/PARTICIPANT: A family that has been admitted to the HCV Program and is currently assisted in the program.

FAMILY SHARE: The portion of the rent and utilities paid by the family.

GROSS RENT: The sum of the rent to an owner plus any utility allowance. If there are no tenant paid utilities, the Rent to Owner equals the Gross Rent.

HOUSING AGENCY (HA)/PUBLIC HOUSING AGENCY: Any state, county, municipality or other governmental entity or public body which is authorized to engage in or assist in the development or operation of housing for low-income families.

HOUSING ASSISTANCE PAYMENT: The monthly assistance payment by a HA which includes a payment to the owner for rent to the owner under the family's lease and an additional payment to the family if the total assistance payment exceeds the Rent to Owner.

HOUSING ASSISTANCE PAYMENT CONTRACT: A written contract, between the PHA and the owner, for the purpose of providing housing assistance payments to the owner on behalf of an eligible family. It defines the owner and PHA responsibilities and is referred to as the **HAP Contract**.

HOUSING QUALITY STANDARDS: HUD's minimum quality standards for housing assistance under the HCV Program.

HUD: The U.S. Department of Housing and Urban Development.

LANDLORD: Either the legal owner of the property or the owner's representative or managing agent as designated by the owner.

LEASE: A written agreement between an owner and an eligible family for the leasing of a housing unit.

LOW-INCOME FAMILY: A family whose annual income does not exceed 80% of the median income for the area as determined by HUD.

OWNER: Any person or entity with the legal right to lease or sublease a unit to a participant.

PARTICIPANT/FAMILY: A family that has been admitted to the HA program and is currently assisted in the program.

PAYMENT STANDARD: The maximum subsidy payment for a family in the HCV program.

PORTABILITY: The ability of a family to move to a dwelling unit with HCV Program assistance that is outside the jurisdiction of the HA that initially issued the voucher.

REASONABLE MODIFICATION OF RENTAL UNIT: The Fair Housing laws allows persons with disabilities to make adjustments to their rental at their own expense.

REASONABLE RENT (RENT REASONABLENESS): A rent to owner that is not more than either:

1. The rent charged for comparable units in the private unassisted market
2. The rent charged by the owner for a comparable unassisted unit in the building or premises

RECERTIFICATION: Also called a reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

RENT ADJUSTMENT: At the request of the owner, in accordance with HUD regulation, an increase or decrease in Rent to Owner. Requests for rent adjustments may be made annually, at least 60 days before the anniversary date. When an adjustment is made, the HA will determine whether the unit complies with HQS and the rent is reasonable.

RENT TO OWNER: The monthly rent payable to the owner under the lease. Rent to Owner included payment for any services, maintenance and utilities to be provided by the owner in accordance with the lease.

REQUEST FOR TENANCY

APPROVAL (RFTA): A form provided by the PHA, to be completed by the owner and family, which is used by the PHA to determine that the unit is eligible and complies with program terms.

SECURITY DEPOSIT: A dollar amount which can be collected from the family by the owner to be used for amounts owed under the lease according to State and Local Laws.

SUBSIDY STANDARDS: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

TENANCY ADDENDUM: A HUD-designed addition to an owner's lease that includes, word for word, all HUD-required language.

TENANT: The person or persons who executes the lease as lessee of the dwelling unit.

TENANT RENT: The amount payable monthly by the family as rent to the owner in the HCV Program.

TOTAL TENANT PAYMENT: The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT/HOUSING UNIT: Residential space for the private use of a family. The size of the unit is based on the number of bedrooms contained within the unit.

UTILITY ALLOWANCE: The PHA's estimate of the average monthly utilities needed for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

VERY LOW-INCOME FAMILY: A low-income family whose annual income does not exceed 50% of the median income for the area.

VIOLENT CRIMINAL ACTIVITY: Any illegal criminal activity that has at least one of its elements; the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER: A document issued by the PHA to a family selected for admission to the voucher program. The voucher contains the terms of the voucher, bedroom size authorized for the family, and family obligation. It also describes the procedures for PHA until approval.

VIII. HQS Inspection Checklist

Listed below are the most common reasons that units fail Housing Quality Standards (HQS) Inspections. Please pre-inspect your unit carefully before the scheduled inspection date. WMHA will not enter into a contract with you until the unit passes an HQS Inspection.

The 9 areas that will be reviewed for HQS are as follows:

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms Used for Living
5. Secondary Rooms (not used for living)
6. Building Exterior
7. Heating and Plumbing
8. General Health and Safety
9. Paint Condition

_____ All ceilings, walls, and floors must be strong, sturdy and in their permanent position

_____ A working smoke detector with a live battery must be installed on every level of the unit, including the basement and outside of sleeping rooms

_____ The entire unit, inside and outside, including window frames-must be free of cracking scaling, peeling, chipping, and loose paint. **THIS HELPS PREVENT EXPOSURE TO POSSIBLE LEAD-BASED PAINT HAZARDS. (If unit is to be occupied by children under the age of 6.)**

_____ Every room used for living must have either two working outlets or one working outlet and a permanently installed light fixture. At minimum, each bathroom must have a permanently installed light fixture

_____ All light switches and outlets must have unbroken or cracked and secured plate covers installed

_____ All windows and doors must be weather tight and secured when closed

_____ All windows and door that are accessible from outside, must have sturdy working locks

_____ All operable windows must have a mechanism to secure them when open and lock when shut

_____ If the unit has a third floor sleeping room, and if the family is eligible to use this area for sleeping, the owner must provide a safe method of escape in the case of fire (ex. chain ladder)

_____ If there is a bedroom with a toilet that is not hooked up to water or sewer lines, it must be repaired prior to occupancy. If the toilet is removed, the drain must be sealed to prevent rodents and sewer gasses from escaping into the unit

_____ The bathroom must have either an operable window or an exhaust fan for ventilation

_____ The hot water tank's pressure release valve must have a discharge line extending down to within six inches from the floor

_____ The flue pipes leading from the furnace and hot water tank must be sealed where they enter the chimney. Also, check to ensure that the flue pipes connected to the furnace and hot water tank are properly installed

_____ Every room used for living must have an adequate heat source. If the source is gas, it must be vented to the outside. If the source is electric, it must be permanently installed and controlled by a separate thermostat

_____ The owner must provide "refuse disposal". These facilities include trashcans with covers, garbage chutes, dumpsters with lids or trash bags-provided they are approved by your local Health and Sanitation Department

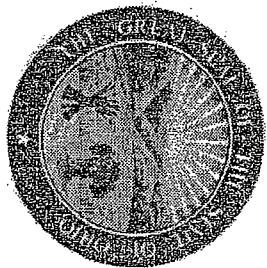
_____ Unit must be free of peeling, cracking, chipping or chalking paint on interior or exterior surfaces

WMHA is committed to providing excellent service to Families and Owners participating in the Housing Choice Voucher Program. The success of the WMHA Housing Choice Voucher Program depends on WMHA being able to contract with property Owners and property Managers who have quality affordable housing.

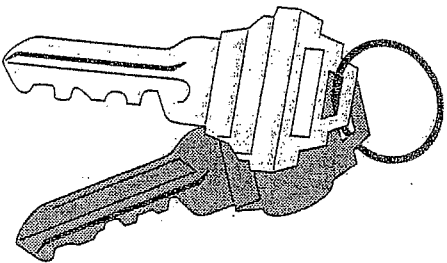
If you have any questions regarding the Housing Choice Voucher Program, please call our office at (513) 695-3380.

HUD & HCV Program Forms & Brochures





Ohio Tenant Landlord Laws



OHIO TENANT-LANDLORD LAW

INTRODUCTION - The Ohio Tenant-Landlord Law, effective November 4, 1974, applies to most landlord-tenant relationships and governs most rental agreements whether oral or written. This brochure is designed to help you understand your rights and responsibilities under this law. It is not intended to provide definitive legal advice. We hope that you will read it carefully and use it as a guide for better Tenant-Landlord relations.

None of the rights, remedies or obligations which the tenant or the landlord have under this law may be taken away by any written or oral agreement. The law has no provisions for rent control. A landlord can still raise a tenant's rent unless the tenant is a resident of subsidized housing or has a written agreement stating the amount of rent for a certain period of time.

This brochure contains only the State Law and does not include different city ordinances which may add to local tenant-landlord legislation in those municipalities which have them.

WARREN COUNTY FAIR HOUSING OFFICE

406 Justice Drive Room 311
Lebanon, Ohio 45036
513-695-1259

THE LANDLORD'S DUTIES - The landlord must: Comply with requirements of any building, housing, health or safety codes which materially affect health and safety; Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition; Keep the common area of the building safe and sanitary; Provide trash and waste receptacles IF there are four or more apartments in the building; Supply running hot water, a reasonable amount of hot water, and reasonable heat at all times; Give tenant reasonable notice of intent to enter into a tenant's apartment and enter only at reasonable times; **PROVIDE THE TENANT WITH THE NAME AND ADDRESS OF LANDLORD AND AGENT, IF ANY, IN WRITING, AT THE BEGINNING OF TENANCY;** Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures and appliances and elevators in good safe working condition, when these things are supplied or required to be supplied by the landlord; Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.

THE TENANT'S DUTIES - The tenant must: Keep the premises safe and sanitary; Keep premises free of trash and garbage; use and operate all electrical and plumbing fixtures properly; Comply with the requirements imposed on tenants by applicable housing, health and safety codes; allow the landlord or agent to enter the apartment or inspection to see what repairs are needed or to make repairs or improvements at reasonable time, if the landlord or agent has given reasonable notice; Not intentionally or negligently destroy, damage, deface property or remove any plumbing fixture or appliance from the premises; Not act in a manner that will disturb any neighbor's peaceful enjoyment of the premises.

RETALIATORY EVICTION - A Landlord cannot retaliate against a tenant by increasing rent or decreasing services, or evict the tenant from the premises because: The tenant has made a complaint to the appropriate City or County department about conditions in the apartment or rental unit which might not be in compliance with the health, housing, or fire codes, and which conditions materially effect the health and safety of the tenant, and were not caused by the tenant; The tenant make a general complaint to the landlord about violation of tenant-rights; The tenant joins, organizes or participates in a tenant's union or resident's council. If the landlord is found to have retaliated for any of the above reasons, the tenant may recover actual damages and attorney fees. Even if the tenant claims "retaliation" the landlord may still evict the tenant if: The rent is overdue; There are code violations caused by the renter or tenant's visitor or guest; The lease or rental agreement has expired; The apartment is ordered evacuated for repairs or declared condemned to be torn down.

REMEDIES AGAINST RETALIATION - If being evicted and landlord-retaliation is suspected, the tenant may: Use the retaliatory action of the landlord as a defense in an eviction; Bring a civil lawsuit against the landlord when a landlord uses a self-help eviction or acts of retaliation; Sue for damages and attorney fees; Terminate the rental agreement or lease contract.

LEGAL ACTION BY A TENANT - If the tenant reasonably believes that the landlord has not fulfilled his duties or that the premises have code violations affecting the health and safety of occupants, the tenant may notify the landlord about the conditions and request that they be corrected. The written notice must be sent to the person or place where the tenant usually pays rent.

If the landlord fails to correct the condition within a reasonable time (30 day maximum), and if the tenant is not delinquent in rent payments, the tenant may: Deposit all rent with the Clerk of the municipal or County Court having jurisdiction (There is a fee and the court will schedule a hearing with a referee); File a lawsuit requesting a rent reduction until the necessary repairs are made (and gain Court's permission to use withheld rent to make repairs); Terminate the lease or rental agreement.

NOTE THAT THESE ACTIONS CANNOT BE TAKEN AGAINST A LANDLORD WITH THREE OR FEWER ACTUALLY RENTED DWELLING UNITS, WHO INFORMS THE TENANT IN WRITING OF THAT FACT AT THE TIME THEY MAKE THEIR RENTAL AGREEMENT..

RENT WITHHOLDING – The law allows the tenant to legally withhold rent under certain conditions involving the Court. By depositing rent with the Court, the tenant forces the landlord to take some action to recover rent money. The landlord must repair the conditions and apply to the Court for an order releasing the rent. If the landlord brings legal action, the tenant has the right to defend and sue for damages, but this is not an eviction action.

The tenant should **SEEK LEGAL ASSISTANCE** to file a claim for rent reduction or for use of the money for repairs.

A landlord cannot legally raise the rent, decrease his services or bring, or threaten to bring an eviction action against a tenant merely because of complaints.

Any landlord whose tenant has deposited rent with the Clerk of Courts may request that the court release the rent on the grounds that the conditions for which the tenant withheld rent have been repaired or remedied.

The Court also may release the rent on the grounds that: The tenant was delinquent in rent payments at the time the tenant deposited rent with the Clerk of Courts; The landlord did not violate responsibilities imposed by the rental agreement or by any building, housing, health or safety codes; The tenant did not give notice correctly. The clerk will immediately release the rent, less costs, to the landlord if the tenant gives written notice that the condition has been remedied.

During any court action the Court may release withheld rent to the landlord to pay interest and principle on a mortgage, insurance premiums, real estate taxes, repairs, and operating costs for the premises.

If the Court finds that the condition about which the tenant complained in the notice was caused by the tenant and that the tenant deliberately acted in bad faith, the tenant will be liable for damages caused to the landlord and for court costs and attorney fees.

LEGAL ACTION BY LANDLORD – If a tenant violates any of the tenant duties or obligation, the landlord can recover actual damages and attorney fees, terminate the rental agreement, and seek eviction or injunctive relief to gain entrance to the apartment if reasonable access was denied by the tenant.

When the tenant's activities affect the health and safety of the premises, the landlord must give 30 days to correct the problem, and may then terminate the rental agreement through the usual court eviction procedures.

EVICITION PROCESS – A landlord or owner wishing to evict a tenant for breach of the rental agreement must notify the tenant to leave the premises three days or more before beginning court action. The landlord must hand a written copy of the notice to the tenant in person, or leave the notice at the tenant's residence. In most other cases, except those dealing with drugs, the landlord must give the tenant 30 days notice of termination, prior to giving the 3 day notice.

DRUGS IN HOUSING – In 1990, the Landlord-Tenant Act was amended. A landlord is now required to start an eviction action against a tenant if the landlord has actual knowledge or "reasonable cause to believe" that the tenant, any member of the tenant's household or any person on the premises with the consent of the tenant is engaged in or engaged in the past in a violation of a criminal law involving controlled substances. A landlord has "reasonable cause to believe" drug activity is occurring if a valid search warrant has been issued, the controlled substance described in the search warrant was found during the search and the landlord was later informed about the situation by the police. An eviction action must be started whether or not the tenant or other person is charged with or ever convicted of a criminal offense. This provision also applies even if the other person is a delinquent child or guest of the household.

In order to evict a tenant alleged to be involved in drug activity, written notice to terminate the tenancy must be given to the tenant by the landlord. However, the landlord only needs to give the tenant a three day notice. The landlord must still go through court proceedings before a tenant may be lawfully evicted. Again, special rules apply to drug cases in court. For instance, a continuance of the trial date is not permitted even if the landlord wants a postponement.

The amendments cover a wide variety of drugs and activities. A tenant may be evicted if the drug involved is marijuana, cocaine or some other illegal drug. There also no distinction made between the use, possession or sale of drugs. Use, possession or sale of drugs by any household member or guest in the rental unit can result in eviction.

EVICITION NOTICE – Every notice given by a landlord to recover properties or premises from a tenant shall contain language printed or written in an obvious manner as follows: **YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOU LEGAL RIGHTS AND OBLIGATION AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.**

The summons in a court action will be mailed or served on the tenant. It explains the time and place of trial, and must be given to the tenant five days before the day of the court hearing.

COURT SUMMONS - Every summons or subpoena given to a tenant for court eviction action should be printed or written in the following manner: A COMPLAINT TO EVICT YOU HAS BEEN FILED WITH THIS COURT. NO PERSON SHALL BE EVICTED UNLESS HIS RIGHT TO POSSESSION HAS ENDED AND NO PERSON SHALL BE EVICTED IN RETALIATION FOR THE EXERCISE OF HIS OR HER LAWFUL RIGHTS. IF YOU ARE DEPOSITING RENT WITH THE CLERK OF THIS COURT, YOU SHALL CONTINUE TO DEPOSIT SUCH RENT UNTIL THE TIME OF THE COURT HEARING. THE FAILURE TO CONTINUE TO DEPOSIT SUCH RENT MAY RESULT IN YOUR EVICTION. YOU MAY REQUEST A TRIAL BY JURY. YOU HAVE THE RIGHT TO SEEK LEGAL ASSISTANCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY CONTACT YOUR LOCAL LEGAL AID OR LEGAL SERVICE OFFICE. IF NON IS AVAILABLE, YOU MAY CONTACT YOUR LOCAL BAR ASSOCIATION.

If the tenant has any defense to the eviction action, or any claim against the landlord, the tenant should consult with an attorney before the court hearing. There are many legal defenses to an eviction, which cannot be explained in this booklet. Also, tenants have the right to a trial by jury. The tenant may present defenses at the court hearing without filing a written answer if possible. A demand for a jury should also be in writing.

In addition to any defenses you as a tenant may have, you may counterclaim for injury and damages to you or your property caused by a breach of legal duties or obligations under the rental agreement or under the law. If you do counterclaim and the amount of the damages you are awarded in the counterclaim is equal to or greater than the amount of rent due, you cannot be evicted.

The Court may order you to pay into Court all or part of the past due and future rent. If the amount paid into Court plus damages you are awarded on your counterclaim are greater than, or equal to the fair rental value decided by the court, you cannot be evicted.

Usually if the Court rules in the landlord's favor at the original hearing and the tenant is not off the property within ten days, then the Court authorizes a bailiff or sheriff to remove the tenant's possessions or furnishings from the apartment onto the street.

THE TENANT SHOULD SEEK LEGAL ASSISTANCE IF A COMPLAINT, EVICTION NOTICE OR COURT SUMMONS IS RECEIVED.

LOCKOUTS & UTILITY SHUTOFFS - The landlord may not move a tenant's furniture from the apartment, lock a tenant out or threaten any unlawful act, includ utility shut-off, to force the tenant to move. The landlord can only evict after a court hearing and with a lawful court order, or the landlord risks liability to the tenant for damages and reasonable attorney fees. Even after a legal eviction, the landlord has right to keep the tenant's property.

TENANT'S UNION - A tenant may not be evicted or have his rent raised for join participating in, or organizing a tenant's organization.

SECURITY DEPOSIT - At the end of a lease and within 30 days after a tenant moves out of the apartment, the landlord or agent must return the security deposit, less than all of the money is returned, the landlord must give the tenant a written statement of how the money not returned was spent.

The security deposit may be used to pay for any damages the tenant makes to the apartment and any past due rent owed to the landlord. It may not be used to pay for "reasonable wear and tear" (normal wear that happens from day to day use of the apartment).

If the landlord does not return a tenant's security deposit within 30 days, the tenant can sue him for twice the amount wrongfully withheld plus attorney fees, provided the tenant gives the landlord a forwarding address in writing, or an address to which the amount due can be sent.

If the landlord requires a security deposit in excess of fifty dollars or one month's rent (whichever is greater) and the tenant resides on the premises more than six months, the landlord must pay interest on the excess amount to the tenant at the rate of 5% per year.

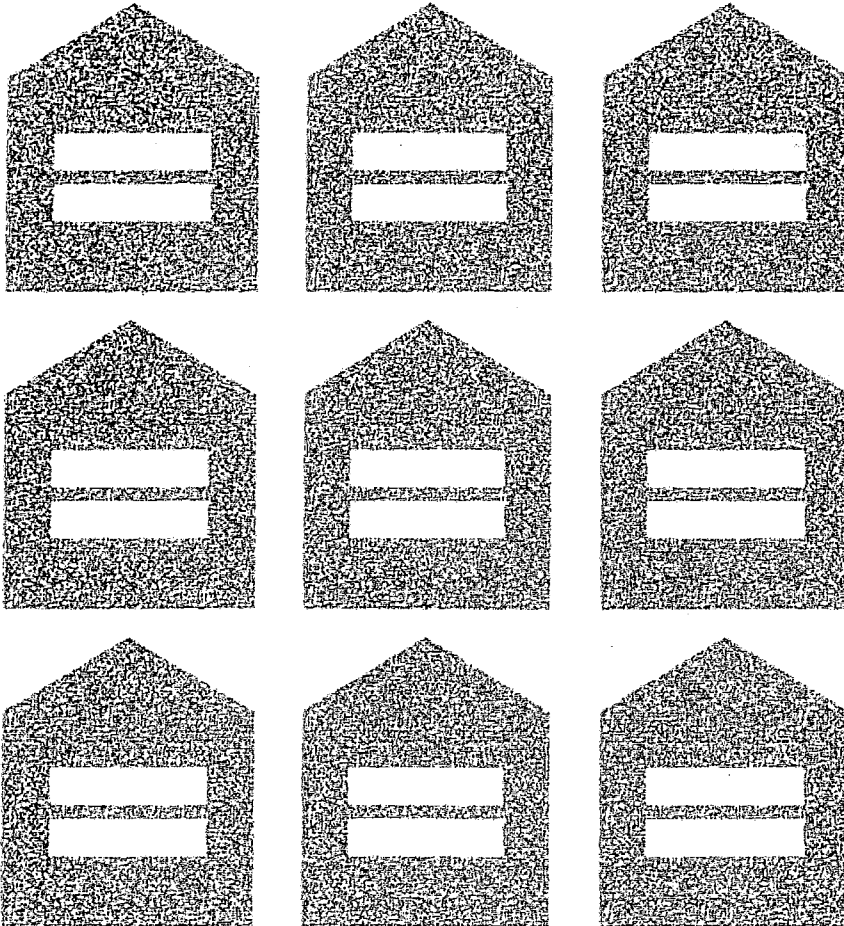
TERMINATION OF TENANCY - If you are a month-to-month tenant, either you or the landlord may end your tenancy by giving the other at least 30 days prior notice. If you are a week-to-week tenant, either you or your landlord may end your tenancy by giving the other at least seven days prior notice.

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity



Fair Housing

Equal Opportunity for All



Please visit our website: www.hud.gov/fairhousing

Fair Housing - Equal Opportunity for All

America, in every way, represents equality of opportunity for all persons. The rich diversity of its citizens and the spirit of unity that binds us all symbolize the principles of freedom and justice upon which this nation was founded. That is why it is extremely disturbing when new immigrants, minorities, families with children, and persons with disabilities are denied the housing of their choice because of illegal discrimination.

The Department of Housing and Urban Development enforces the Fair Housing Act and the other federal laws that prohibit discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments - and nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation's federal housing policy. Landlords who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. The Department of Housing and Urban Development is committed to ensuring that everyone is treated equally when searching for a place to call home.

Contents	
The Fair Housing Act	1
What Housing is Covered?	1
What is Prohibited?	1
Additional Protection If You Have A Disability	3
Housing Opportunities for Families with Children	5
If You Think Your Rights Have Been Violated	6
What Happens When You File A Complaint?	10
Does the U.S. Department of Justice Play A Role?	11
What Happens After A Complaint Investigation?	12
In Addition	14

U.S. Department of Housing and Urban Development (HUD)
451 7th Street, S.W.
Washington, D.C. 20410-2000

The Fair Housing Act

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National origin
- Religion
- Gender
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

What Is Prohibited?

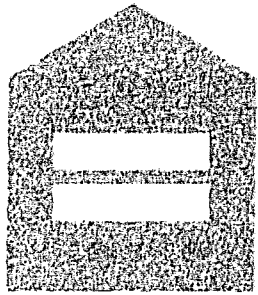
In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, gender, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, or membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.

In Mortgage Lending: No one may take any of the following actions based on race, color, religion, gender, disability, familial status, or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.

In Addition, it is a violation of the Fair Housing Act to:



- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, that indicates a preference, limitation, or discrimination based on race, color, religion, gender, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, gender, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, gender, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Refuse to provide homeowners insurance, or imposing less favorable terms or conditions of coverage because of the predominant race, color, religion, gender, disability, familial status or national origin of the residents of the neighborhood in which a dwelling is located ("redlining")
- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make, print, or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, gender, disability, familial status or national origin.

**Additional Protection If
You Have a Disability**

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, AIDS, AIDS Related Complex, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, your landlord may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to fully use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing on an equal basis with nondisabled persons.

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

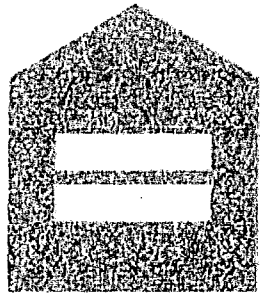
However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Accessibility Requirements for New Multifamily Buildings: In buildings with four or more units that were first occupied **after** March 13, 1991, and that have an elevator:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.



Housing Opportunities for Families with Children

The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (*familial status*). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

Additional familial status protections:

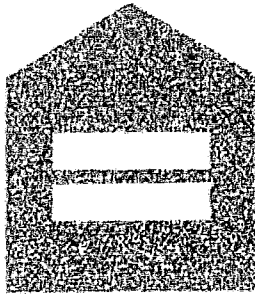
You also may be covered under the familial status provisions of the Fair Housing Act if you experience retaliation, or suffer a financial loss (employment, housing, or realtor's commission) because:

- You sold or rented, or offered to sell or rent a dwelling to a family with minor children; or
- You negotiated, or attempted to negotiate the sale or rental of a dwelling to a family with minor children.

The "Housing for Older Persons" Exemption:

The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for *familial status* discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children, or may impose different terms and conditions of residency. In order to qualify for the "housing for older persons" exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist *elderly persons* (as defined in the State or Federal program); or



- Intended for, and solely occupied by persons *62 years of age or older*; or
- Intended and operated for occupancy by persons *55 years of age or older*.

In order to qualify for the "**55 or older**" housing exemption, a facility or community must satisfy each of the following requirements:

- at least *80 percent* of the occupied units must have at least one occupant who is 55 years of age or older; and
- the facility or community must publish and adhere to policies and procedures that demonstrate the *intent* to operate as "55 or older" housing; and
- the facility or community must comply with HUD's regulatory requirements for *age verification* of residents by reliable surveys and affidavits.

The "*housing for older persons*" exemption does not protect senior housing facilities or communities from liability for housing discrimination based on *race, color, religion, gender, disability, or national origin*. Further, "*55 or older*" housing facilities or communities that do permit residency by families with minor children cannot lawfully *segregate* such families in a particular section, building, or portion of a building.

If You Think Your Rights Have Been Violated

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may write a letter or telephone the HUD office nearest you. You have one year after the discrimination allegedly occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Where to Write or Call: Send a letter to the HUD office nearest you, or if you wish, you may call that office directly. The TTY numbers listed for those offices are not toll free. Or you may call the toll free national TTY hotline at 1-800-927-9275.

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont:

BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)

U.S. Department of Housing and Urban Development

Thomas P. O'Neill Jr. Federal Building

10 Causeway Street, Room 308

Boston, MA 02222-1092

Telephone (617) 994-8300 or 1-800-827-5005

Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey and New York:

NEW YORK REGIONAL OFFICE

(Complaints_office_02@hud.gov)

U.S. Department of Housing and Urban Development

26 Federal Plaza, Room 3532

New York, NY 10278-0068

Telephone (212) 542-7519 or 1-800-496-4294

Fax (212) 264-9829 * TTY (212) 264-0927

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)

U.S. Department of Housing and Urban Development

The Wanamaker Building

100 Penn Square East

Philadelphia, PA 19107-9344

Telephone (215) 656-0663 or 1-888-799-2085

Fax (215) 656-3449 * TTY (215) 656-3450

*For Alabama, Florida, Georgia, Kentucky,
Mississippi, North Carolina, Puerto Rico,
South Carolina, Tennessee
and the U.S. Virgin Islands:*

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban
Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Telephone (404) 331-5140 or 1-800-440-8091

Fax (404) 331-1021 * TTY (404) 730-2654

*For Illinois, Indiana, Michigan, Minnesota,
Ohio and Wisconsin:*

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)

U.S. Department of Housing and Urban
Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone (312) 353-7776 or 1-800-765-9372

Fax (312) 886-2837 * TTY (312) 353-7143

*For Arkansas, Louisiana, New Mexico,
Oklahoma and Texas:*

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)

U.S. Department of Housing and Urban
Development

801 North Cherry, 27th Floor

Fort Worth, TX 76102-6803

Telephone (817) 978-5900 or 1-888-560-8913

Fax (817) 978-5876/5851 * TTY (817) 978-5595

Mailing Address:

U.S. Department of Housing and Urban
Development

Post Office Box 2905

Fort Worth, TX 76113-2905

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

(Complaints_office_07@hud.gov)

U.S. Department of Housing and Urban
Development

Gateway Tower II,

400 State Avenue, Room 200, 4th Floor

Kansas City, KS 66101-2406

Telephone (913) 551-6958 or 1-800-743-5323

Fax (913) 551-6856 * TTY (913) 551-6972

*For Colorado, Montana, North Dakota,
South Dakota, Utah and Wyoming:*

DENVER REGIONAL OFFICE

(Complaints_office_08@hud.gov)

U.S. Department of Housing and Urban
Development

1670 Broadway

Denver, CO 80202-4801

Telephone (303) 672-5437 or 1-800-877-7353

Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE

(Complaints_office_09@hud.gov)

U.S. Department of Housing and Urban
Development

600 Harrison Street, Third Floor

San Francisco, CA 94107-1387

Telephone (415) 489-6548 or 1-800-347-3739

Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE

(Complaints_office_10@hud.gov)

U.S. Department of Housing and Urban
Development

Seattle Federal Office Building

909 First Avenue, Room 205

Seattle, WA 98104-1000

Telephone (206) 220-5170 or 1-800-877-0246

Fax (206) 220-5447 * TTY (206) 220-5185

If after contacting the local office nearest you, you still have questions - you may contact HUD further at:

U.S. Department of Housing and Urban
Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W. Room 5204
Washington, DC 20410-2000
Telephone 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275

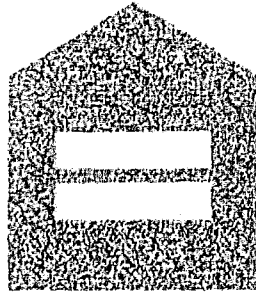
If You Are Disabled: HUD also provides:

- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters
- Tapes and braille materials
- Assistance in reading and completing forms

What Happens When You File A Complaint?

HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

- Notify the alleged violator ("respondent") of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reasons for the delay.

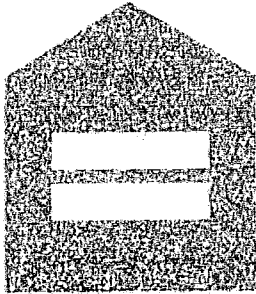


Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a HUD Conciliation Agreement. A HUD Conciliation Agreement provides individual relief for you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a HUD Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated ("breached") your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the

respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies: If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are "*substantially equivalent*" to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the "*substantially equivalent*" State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD's referral, or HUD may retrieve ("reactivate") the complaint for investigation under the Fair Housing Act.

**Does the U.S.
Department of Justice
Play a Role?**

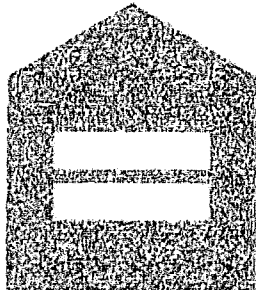


If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a 10-day Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD's investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:

- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD's intervention, and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

Example: An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

What Happens After A Complaint Investigation?



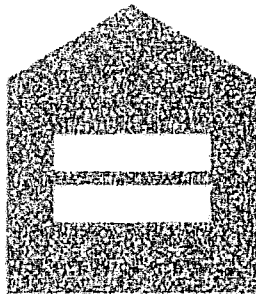
Determination of Reasonable Cause, Charge of Discrimination, and Election: When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have Twenty (20) days after receiving notice of the Charge to decide ("elect") whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD Administrative Law Judge. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages.
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest by discouraging future discriminatory housing practices. The maximum civil penalties are: **\$16,000.00** for a first violation of the Act; **\$37,500.00** if a previous violation has occurred within the preceding five-year period; and **\$65,000.00** if two or more previous violations have occurred within the preceding seven-year period.

Civil Trial in Federal District Court: If either you or the respondent elects to have a Federal civil trial for your complaint, HUD must refer your case to the U.S. Department of Justice for enforcement. The U.S. Department of Justice will file a civil lawsuit on your behalf in the U.S. District Court in the circuit in which the discrimination allegedly occurred. You also may choose to intervene in the case and retain your own attorney. Either you or the respondent may request a jury trial, and you each have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. If the Federal Court decides in your favor, a Judge or jury may order the respondent(s) to:

- Compensate you for actual damages.
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.
- Pay a civil penalty to the U.S. Treasury to vindicate the public interest, in an amount not exceeding **\$55,000.00** for a first violation of the Act and in an amount not exceeding **\$110,000.00** for any subsequent violation of the Act.



Determination of No Reasonable Cause and Dismissal: If HUD finds that there is no reasonable cause to believe that the respondent(s) violated the Act, HUD will dismiss your complaint with a Determination of No Reasonable Cause. HUD will notify you and the respondent(s) of the dismissal by mail, and you may request a copy of the Final Investigative Report.

Reconsiderations of No Reasonable Cause Determinations: The Fair Housing Act provides no formal appeal process for complaints dismissed by HUD. However, if your complaint is dismissed with a Determination of No Reasonable Cause, you may submit a written request for a reconsideration review to: Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451-7th Street, SW, Room 5206. Washington, DC 20410-2000.

In Addition

You May File a Private Lawsuit: Even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. You must file your lawsuit within two (2) years of the most recent date of alleged discrimination. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

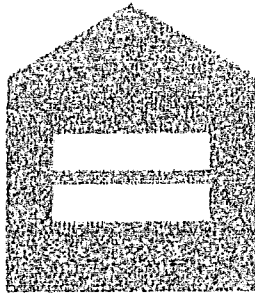
Even if HUD is still processing your complaint, you may file a private civil lawsuit against the respondent, unless: (1) you have already signed a HUD Conciliation Agreement to resolve your HUD complaint; or (2) a HUD Administrative Law Judge has commenced an Administrative Hearing for your complaint.

Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

For Further Information:

The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-9.



Department of Housing
and Urban Development
Room 5204
Washington DC, 20410-2000

HUD-1686-1-FHEO
September 2008



02305

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

A Good Place to Live!

Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.

Things that a home must have in order approved by the PHA, and
Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read *A Good Place to Live*. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Electricity

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Window

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Lock

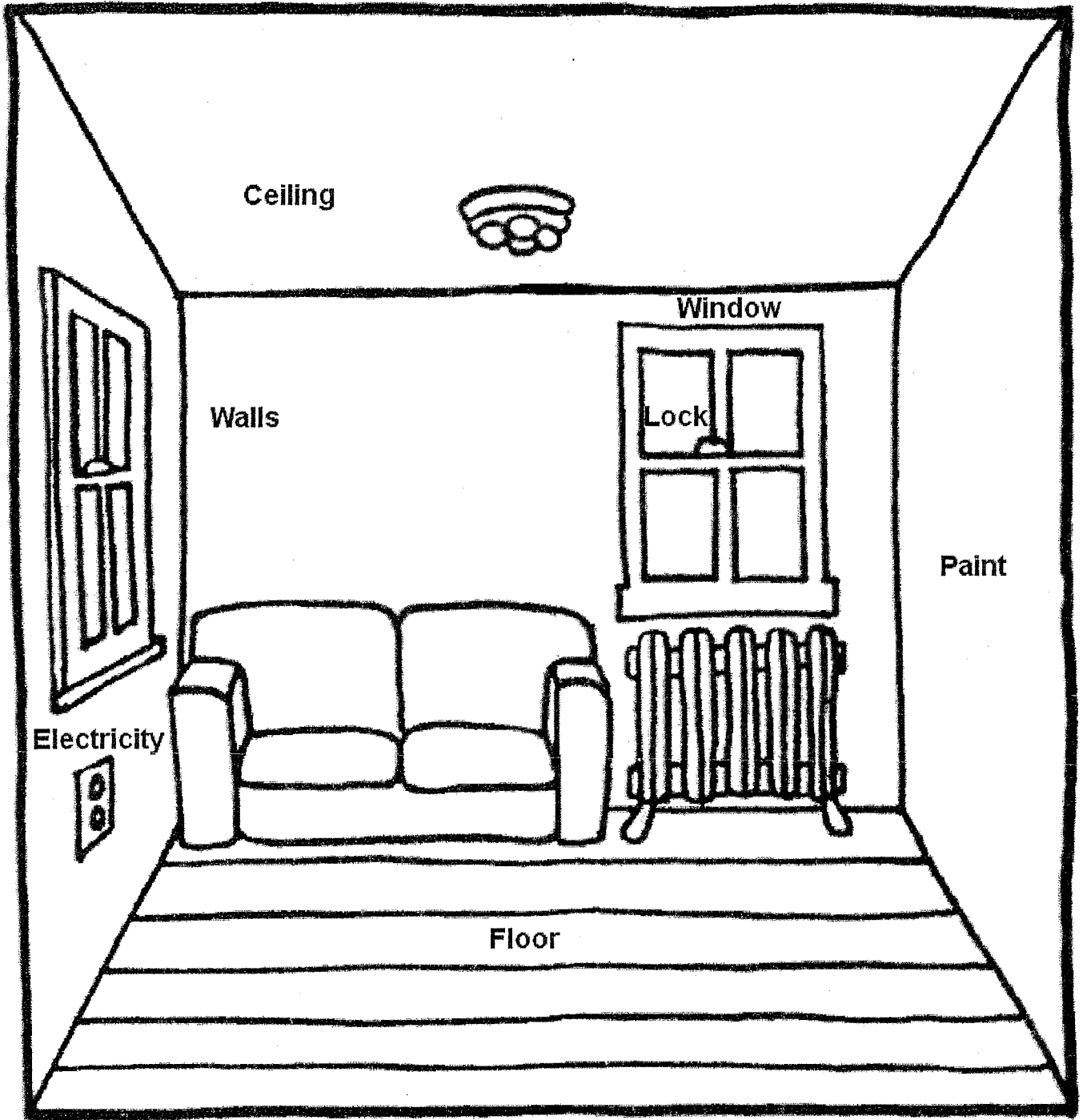
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

You should also think about:

- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floor.
 - Is it scratched and worn?



Ceiling



Walls

Window

Lock

Paint

Electricity

Floor

2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

Floor

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area

Some space to prepare food.

Paint

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

Window

If there is a window, it must be in good condition.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Serving Area

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

Refrigerator

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

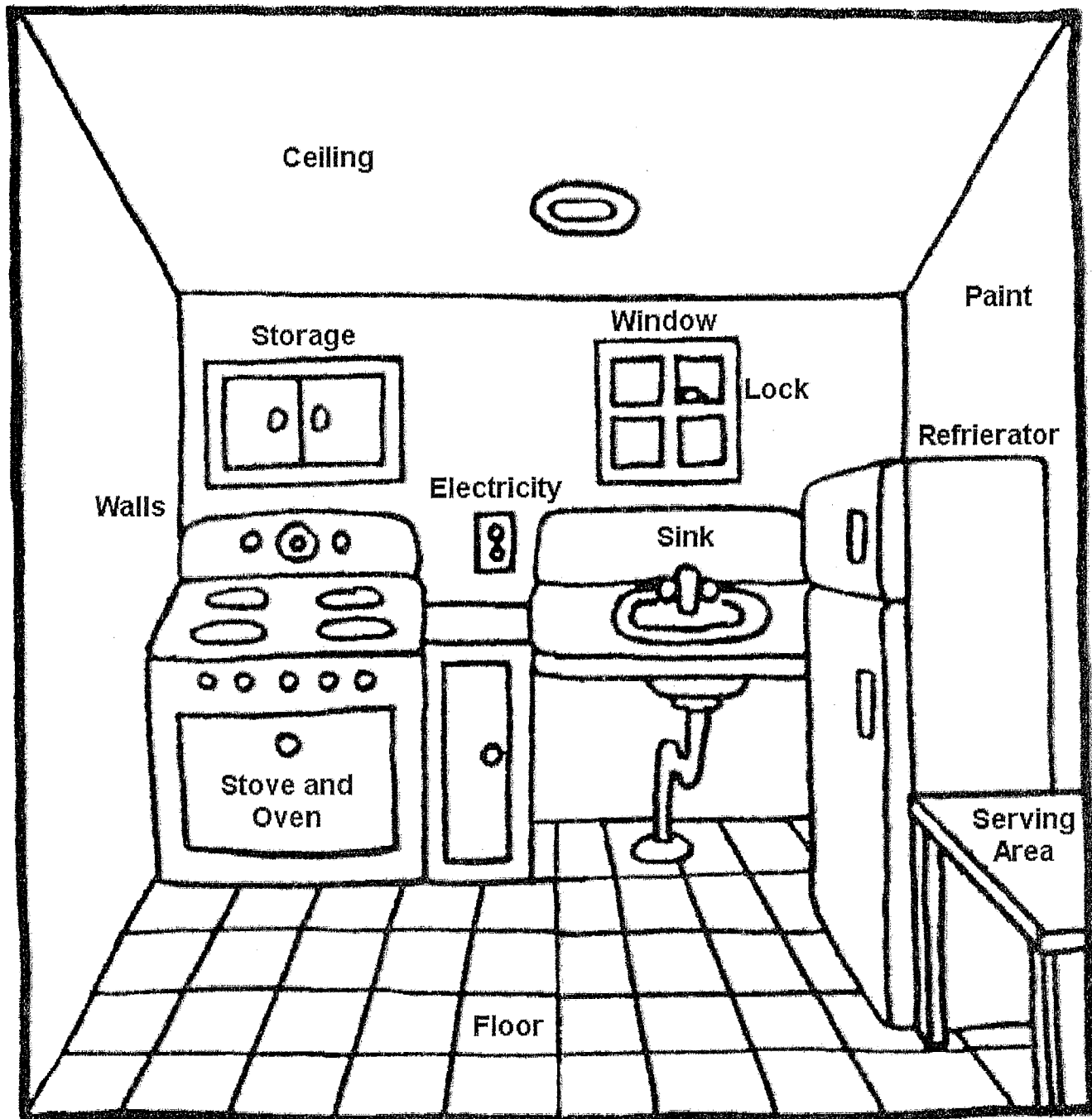
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Window

A window that opens or a working exhaust fan.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

Electricity

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

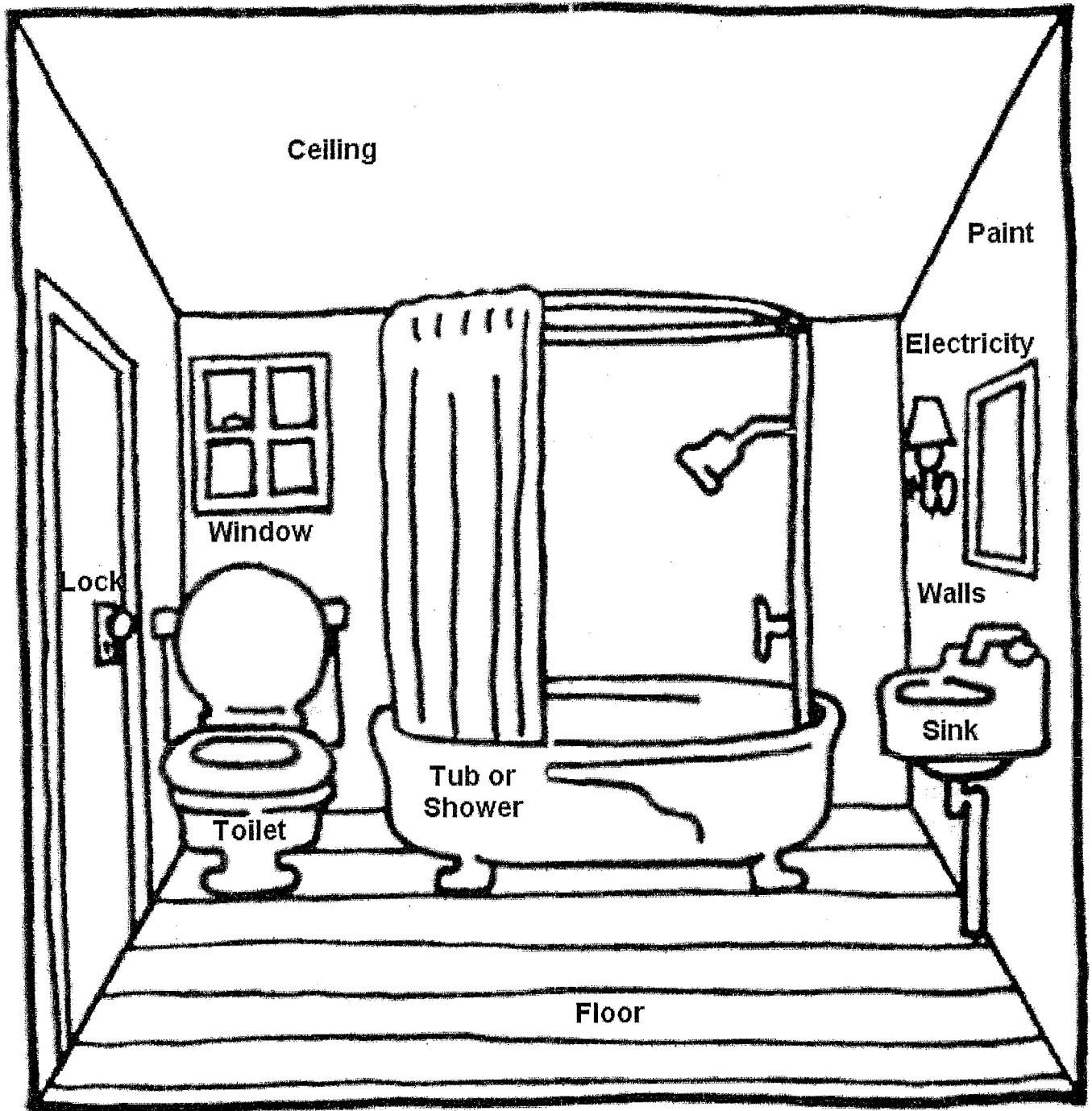
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



Ceiling

Paint

Electricity

Window

Lock

Walls

Toilet

Tub or Shower

Sink

Floor

4. Other Rooms

Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Electricity in Bedrooms

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Window

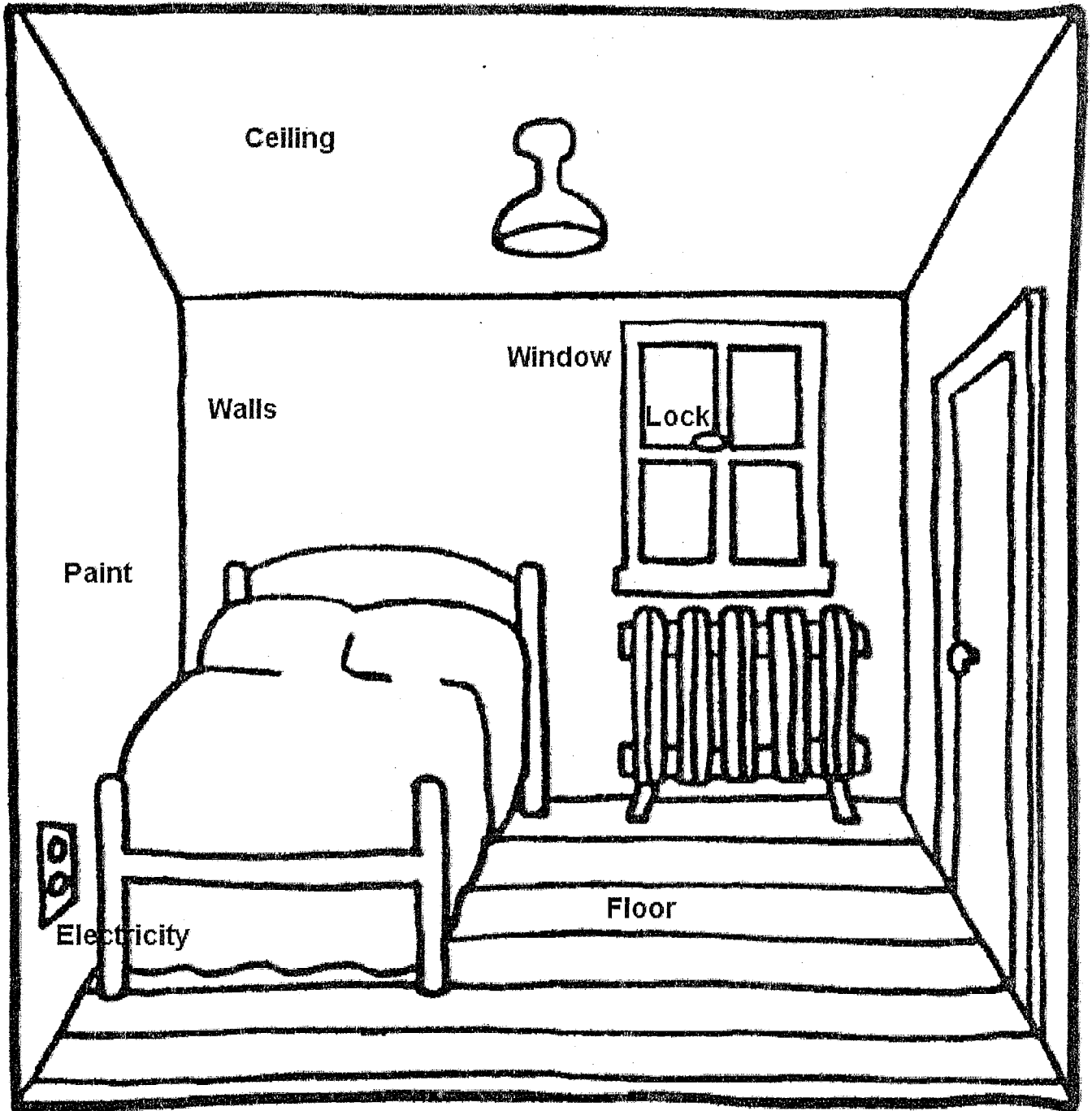
At least one window, which must be openable if it was designed to be opened, in every room used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

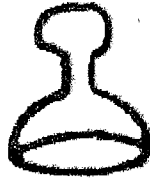
Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

- What you would like to do with the other rooms.
 - Can you use them the way you want to?
- The type of locks on windows and doors.
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization windows.
 - Are there storm windows?
 - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floors.
 - Are they scratched and worn?

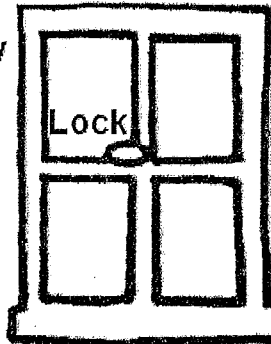


Ceiling



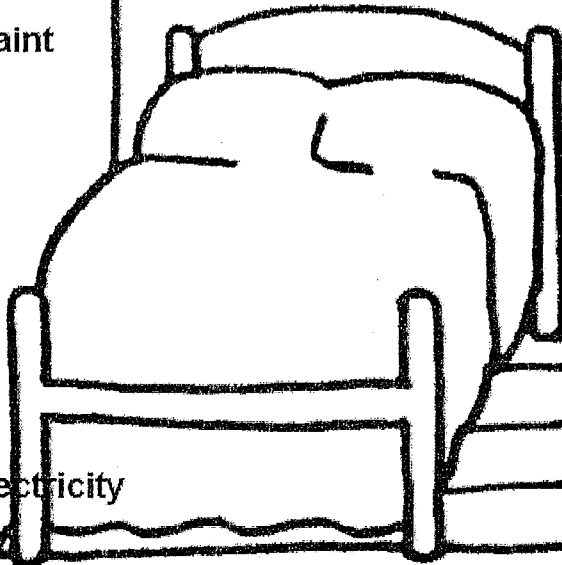
Window

Walls



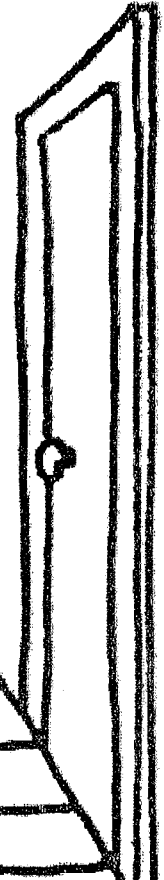
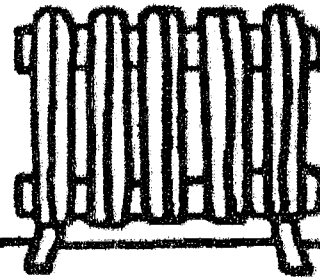
Lock

Paint



Electricity

Floor



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

Outside Handrails

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

Walls

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

Sewage

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

Chimneys

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

Paint

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

Cooling

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

Plumbing

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

Water Heater

A water heater located, equipped, and installed in a safe manner. Ask the manager.

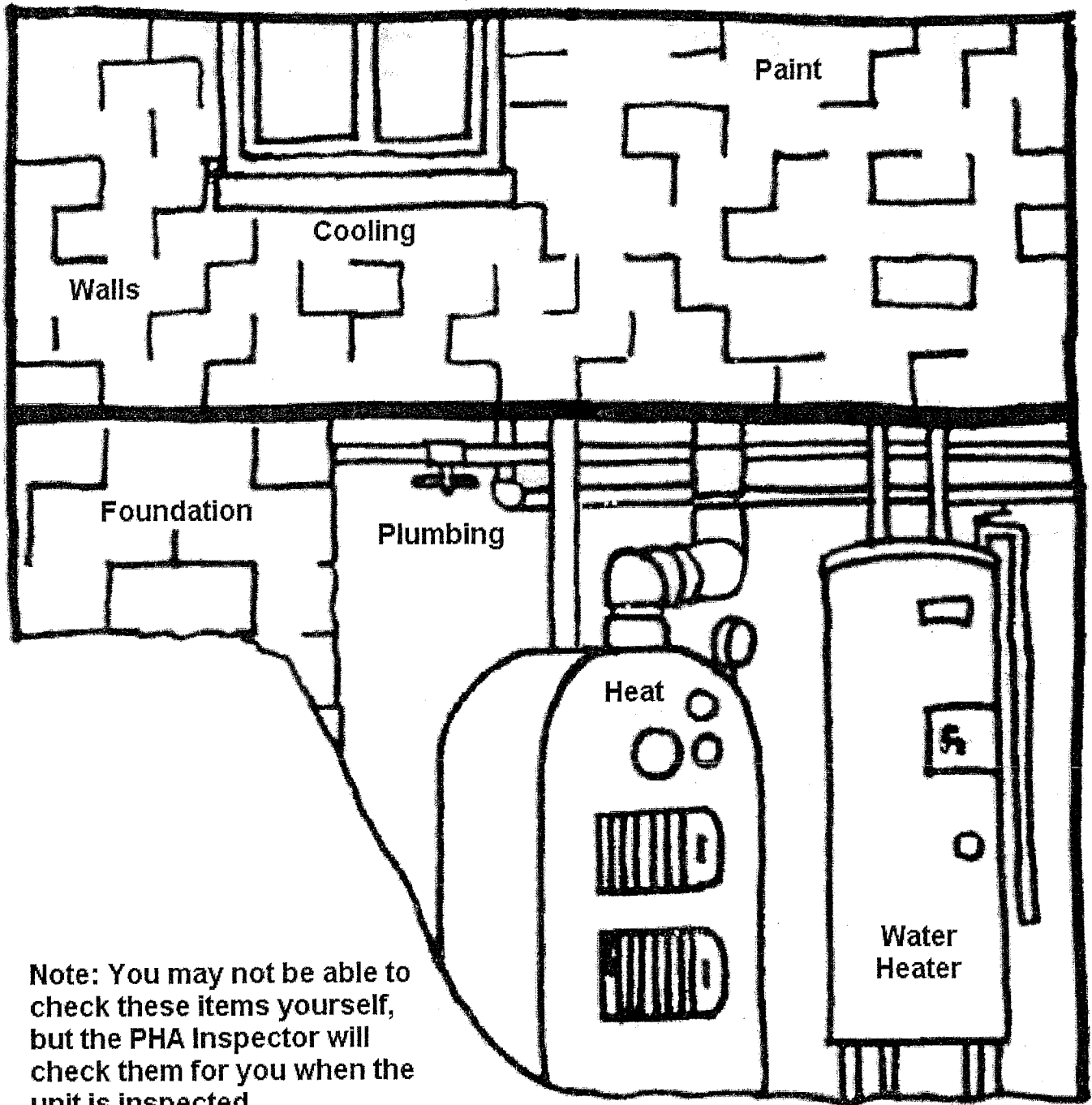
Heat

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.
 - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
 - Is there insulation?
 - Are there storm windows?
 - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
 - Will the unit be cool enough for you in the summer?



Note: You may not be able to check these items yourself, but the PHA Inspector will check them for you when the unit is inspected.

6. Health and Safety

The Building and Site must have:

Smoke Detectors

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

Fire Exits

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

Elevators

Make sure the elevators are safe and work properly.

Entrance

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

Neighborhood

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

Garbage

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

Pollution

No serious air pollution, such as exhaust fumes or sewer gas.

Rodents and Vermin

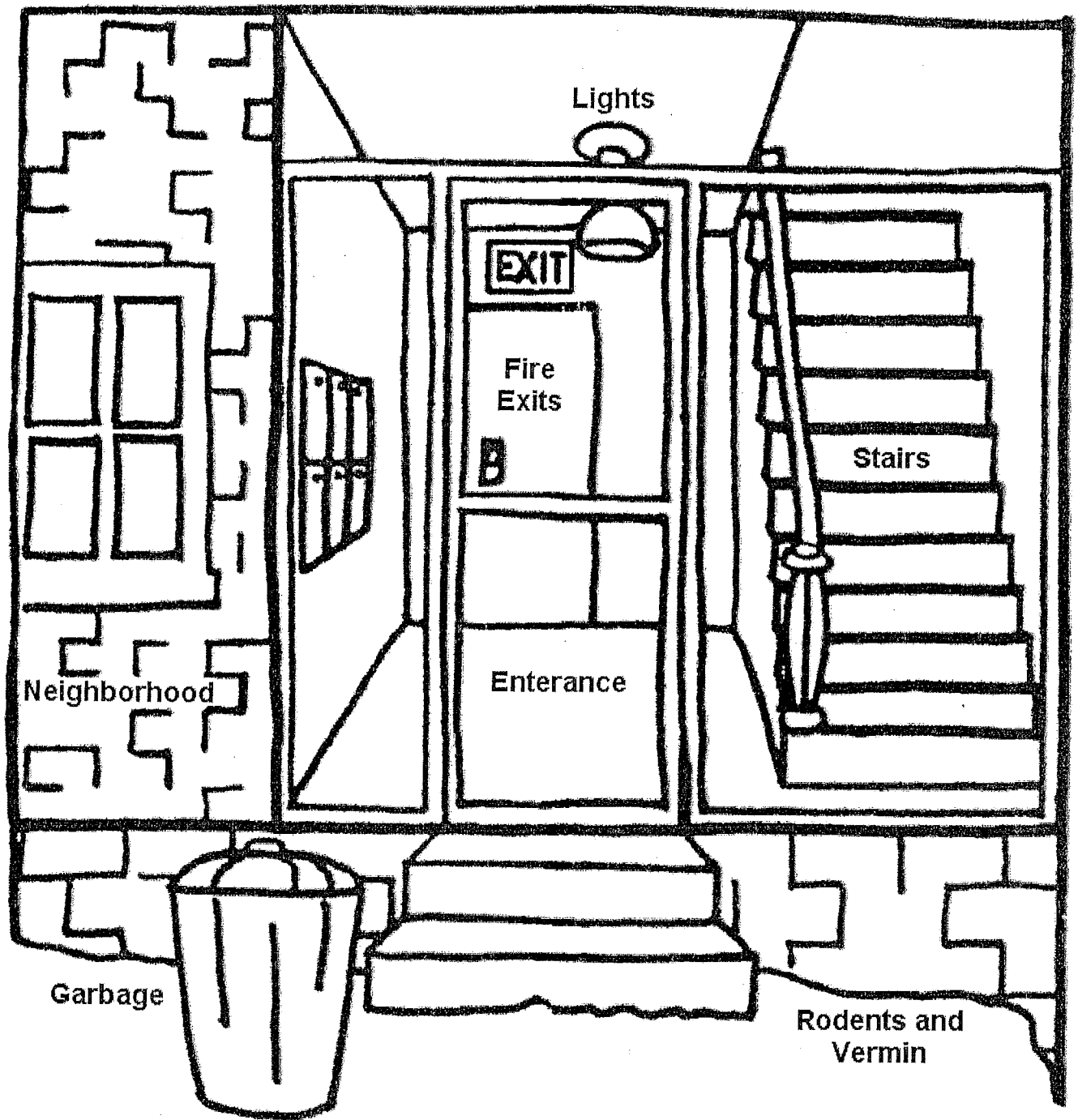
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
--Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
--Are there stores nearby?
--Are there schools nearby?
--Are there hospitals nearby?
--Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



Note: You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

Responsibilities of the Public Housing Authority:

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the tenant:

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

Responsibilities of the owner:

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.

Inspection Checklist

Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>		Date of Last Inspection (mm/dd/yyyy)	PHA

A. General Information

Inspected Unit	Year Constructed (yyyy)	Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise; 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)

<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/> Fail		
<input type="checkbox"/> Inconclusive		

Inspection Checklist

Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fall	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls		Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear _____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear _____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear _____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location			(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location			(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes No
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave
6. Is there anything else you want to tell us? (specify) Yes No

E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy)	Address of Inspected Unit
------------------	-----------	---------------------------------	---------------------------

Type of Inspection	Initial	Special	Reinspection
Item Number	Reason for "Fail" or "Pass with Comments"		Rating

Continued on additional page Yes No

WMHA Memorandum

To: WMHA-HCV Landlords

From: WMHA Staff

Re: Payment Standards Effective January 1, 2022

Please note the new payment standards below:

BEDROOM SIZE	PAYMENT STANDARDS
0	\$707
1	\$816
2	\$1,065
3	\$1,432
4	\$1,631

Add 15% increase per additional bedroom

**Allowances for Tenant
Furnished Utilities and other
Services**

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Locality: Warren Metropolitan Housing Authority, OH		Unit Type: Multi-Family (Garden Apartment/Townhouse/Duplex)				Date (mm/dd/yyyy) 01/01/2022	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas (avg)	\$13.00	\$16.00	\$18.00	\$20.00	\$22.00	\$25.00
	b. Bottle Gas/Propane	\$61.00	\$70.00	\$81.00	\$91.00	\$104.00	\$117.00
	c. Electric (avg)	\$16.00	\$19.00	\$26.00	\$33.00	\$39.00	\$46.00
	d. Electric Heat Pump (avg)	\$14.00	\$17.00	\$20.00	\$23.00	\$25.00	\$28.00
	e. Oil/ Other	\$49.00	\$59.00	\$69.00	\$77.00	\$87.00	\$95.00
Cooking	a. Natural Gas (avg)	\$2.00	\$2.00	\$3.00	\$3.00	\$5.00	\$5.00
	b. Bottle Gas/Propane	\$8.00	\$8.00	\$12.00	\$18.00	\$22.00	\$25.00
	c. Electric (avg)	\$4.00	\$5.00	\$7.00	\$10.00	\$12.00	\$14.00
Other Electric (Lights & Appliances) (avg)		\$16.00	\$19.00	\$27.00	\$34.00	\$41.00	\$49.00
Air Conditioning (avg)		\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$12.00
Water Heating	a. Natural Gas	\$4.00	\$5.00	\$6.00	\$9.00	\$10.00	\$13.00
	b. Bottle Gas/Propane	\$20.00	\$22.00	\$29.00	\$38.00	\$48.00	\$58.00
	c. Electric (avg)	\$11.00	\$13.00	\$16.00	\$20.00	\$23.00	\$27.00
	d. Oil/ Other	NIA	NIA	NIA	NIA	NIA	NIA
Water (avg)		\$26.00	\$27.00	\$34.00	\$41.00	\$48.00	\$55.00
Sewer (avg)		\$29.00	\$30.00	\$35.00	\$41.00	\$46.00	\$52.00
Trash Collection (avg)		\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Range/ Microwave Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-supplied		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other-- specify:	Monthly Electric Avg Fee \$6.96	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
	Monthly Gas Avg Fee \$34.74	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Actual Family Allowances		Utility or Service		per month cost			
To be used by the family to compute allowance. Complete below for the actual unit rented.		Heating		\$			
		Cooking		\$			
Name of Family		Other Electric		\$			
		Air Conditioning		\$			
		Water Heating		\$			
Address of Unit		Water		\$			
		Sewer		\$			
		Trash Collection		\$			
		Range/ Microwave		\$			
		Refrigerator		\$			
		Other		\$			
		Other		\$			
Number of Bedrooms		Total		\$			



**Allowances for Tenant
Furnished Utilities and other
Services**

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Locality: Warren Metropolitan Housing Authority, OH		Unit Type: Single-Family (Detached House/Mobile Home)				Date (mm/dd/yyyy) 01/01/2022	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3BR	4 BR	5 BR
Heating	a. Natural Gas (avg)	\$18.00	\$22.00	\$25.00	\$29.00	\$32.00	\$36.00
	b. Bottle Gas/Propane	\$85.00	\$99.00	\$117.00	\$133.00	\$147.00	\$165.00
	c. Electric (avg)	\$38.00	\$45.00	\$52.00	\$60.00	\$67.00	\$75.00
	d. Electric Heat Pump (avg)	\$21.00	\$24.00	\$29.00	\$32.00	\$36.00	\$40.00
	e. Oil/ Other	\$72.00	\$85.00	\$97.00	\$110.00	\$123.00	\$138.00
Cooking	a. Natural Gas (avg)	\$2.00	\$2.00	\$3.00	\$3.00	\$5.00	\$5.00
	b. Bottle Gas/Propane	\$8.00	\$8.00	\$12.00	\$18.00	\$22.00	\$25.00
	c. Electric (avg)	\$4.00	\$5.00	\$7.00	\$10.00	\$12.00	\$14.00
Other Electric (Lights & Appliances) (avg)		\$24.00	\$28.00	\$39.00	\$50.00	\$61.00	\$72.00
Air Conditioning (avg)		\$3.00	\$4.00	\$8.00	\$13.00	\$17.00	\$21.00
Water Heating	a. Natural Gas (avg)	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$16.00
	b. Bottle Gas/Propane	\$22.00	\$26.00	\$36.00	\$51.00	\$60.00	\$70.00
	c. Electric (avg)	\$14.00	\$16.00	\$21.00	\$25.00	\$29.00	\$34.00
	d. Oil/ Other	N/A	N/A	N/A	N/A	N/A	N/A
Water (avg)		\$26.00	\$27.00	\$34.00	\$41.00	\$48.00	\$55.00
Sewer (avg)		\$29.00	\$30.00	\$35.00	\$41.00	\$46.00	\$52.00
Trash Collection (avg)		\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Range/ Microwave Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-supplied		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other-- specify:	Monthly Electric Avg Fee \$6.96	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
	Monthly Gas Avg Fee \$34.74	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Actual Family Allowances				Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$	
				Cooking		\$	
Name of Family				Other Electric		\$	
				Air Conditioning		\$	
Address of Unit				Water Heating		\$	
				Water		\$	
				Sewer		\$	
				Trash Collection		\$	
				Range/ Microwave		\$	
				Refrigerator		\$	
Number of Bedrooms				Other		\$	
				Total		\$	

OBLIGATIONS OF THE FAMILY

When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participation in the HCV program.

The Family MUST:

1. Supply any information that the HA or HUD determines to be necessary, including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify Social Security numbers and sign and submit consent forms for obtaining information.
3. Supply information requested by the HA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the HA in writing when the family is away from the unit for an extended period in accordance with HA policies (Policies is 30 calendar days)
5. Allow the HA to inspect the unit at reasonable times and after reasonable notice.
6. Notify the HA and the owner in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
8. Promptly notify the HA in writing of the birth, adoption, or court awarded custody of a child.
9. Request HA written approval to add any other family member as an occupant of the unit.
10. Promptly notify the HA in writing if any family member no longer lives in the unit.
11. Promptly notify the HA immediately, in the event the landlord serves you with a notice to leave the premises.
12. Pay all utilities listed on the lease as tenant responsibility and provide and maintain any appliances that the owner is not required providing.
13. Pay your tenant portion of rent to the landlord timely.

The Family (including each family member) MUST NOT:

1. Own or have any interest in the unit (other than in cooperative, or the owner of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or leave the unit or assign the lease or transfer the unit.
6. Receive housing choice voucher program housing assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or Local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any quest to damage the unit or premises.
8. Receive housing choice voucher program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship would provide reasonable accommodation for a family member who is a person with disabilities.

9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. You are responsible of the guests and visitors in your home.

ALL FAMILY MEMBERS 18 YEARS OF AGE AND OLDER MUST SIGN:

Head of Household

Date

Spouse/Other Adult

Date

Other Adult

Date

WARREN METROPOLITAN HOUSING AUTHORITY

HCV Program – Ten Steps to Housing

Step 1: Family applies for housing assistance at WMHA

Step 2: Family is interviewed for eligibility

Step 3: Once approved, the family **attends a briefing** and obtains a Voucher
(You are HERE)

Step 4: Family finds a rental home/apartment

Step 5: Family submits a “Request for Tenancy Approval” (RFTA)

Step 6: Family’s affordability and rent are determined for unit submitted on RFTA

Step 7: Unit is scheduled for a Housing Quality Standard (HQS) Inspection

Step 8: Family and landlord are notified when unit passes inspection

Step 9: Family signs lease with landlord, **SUBMITS COPY OF LEASE TO WMHA** for review and provides account numbers for all utilities in the family’s name

Step 10: Once WMHA approves lease, HAP Contract is signed between WMHA and Landlord

CONGRATULATIONS!
Rental Assistance Begins

Important Note: Rental Assistance WILL NOT begin until ALL steps have been completed.

Signature

Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

COPY

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

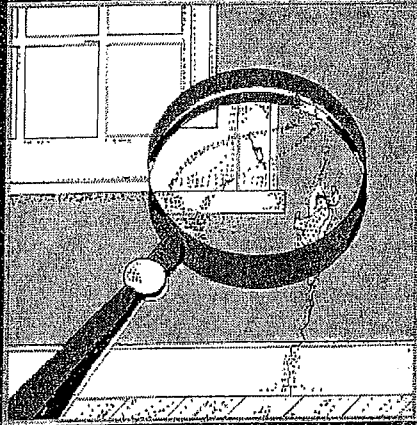
Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

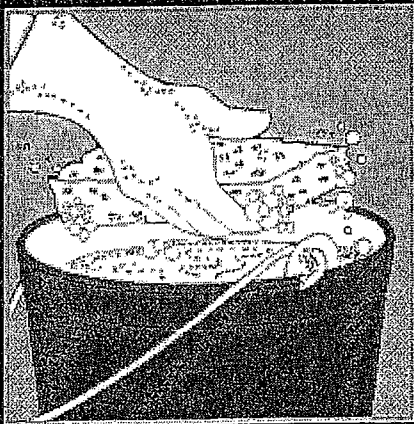
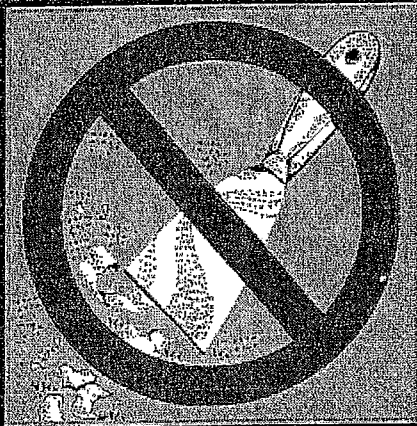
Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead from Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

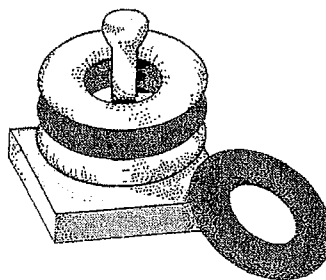
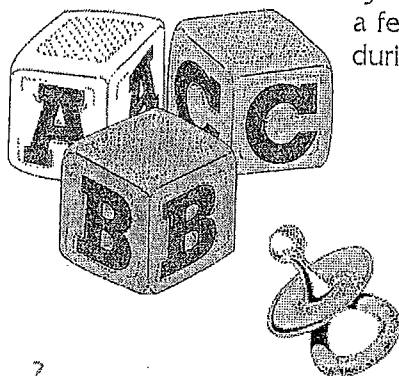
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

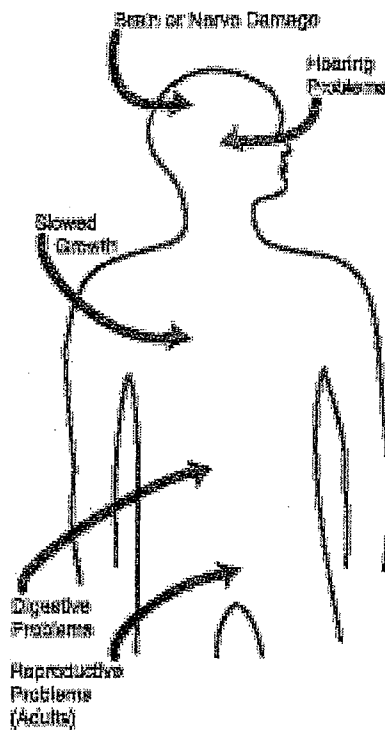
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

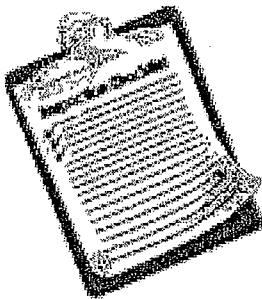
- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windowsills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

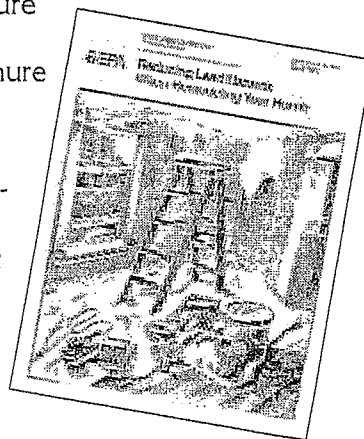
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

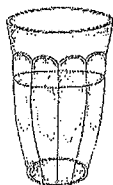
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.



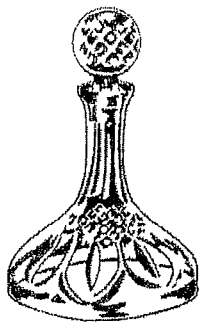
◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

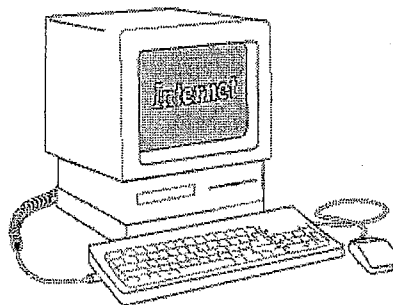


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

 **Recycled/Recyclable**

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.

DO NOT COPY DO NOT COPY DO NOT COPY DO NOT COPY DO NOT COPY DO NOT COPY DO NOT COPY DO NOT COPY

Warren Metropolitan Housing Authority

Request For Tenancy Approval

Family Name _____ Date _____

The RFTA packet **WILL NOT** be accepted by WMHA without a completed copy of the rental lease to be signed between the tenant and landlord. The rental lease **should be unsigned** unless the family currently resides in the unit. The rental lease must include **ALL** of the following information.

- Name of the family and all occupants approved to reside in the unit
- Unit address
- Monthly contract rent amount
- Utility information (who is responsible to pay utilities)
- Lease effective date

This RFTA packet will expire on _____. An extension **may be granted** if the written request is received and time date stamped in WMHA office by 4:00 PM on the date of expiration.

By signing below, I/We understand that the Housing Assistance Payment (HAP) from Warren Metropolitan Housing Authority will begin only **AFTER** all of the following conditions has been met.

- 1.) The Request For Tenancy Approval packet MUST be completed in its entirety and signed by both the landlord and the tenant and received by this office.
(Please note; if any area of this packet is left blank or not signed, there will be a delay in the processing. The packet will be returned for completion.)
- 2.) The HQS (Housing Quality Standards) inspection has been conducted and the unit has passed.
- 3.) The rental lease/contracts have been completed and signed by both the tenant and the landlord.
- 4.) The tenant has received keys to the unit.

It is understood that **all** the above conditions must be met **prior** to execution of the HAP contract. Other important items to remember;

- Housing Assistance Payments are made on the 1st of each month; any adjustments will be made the following month.
- In the event an overpayment has been made to the landlord by the Housing Authority on behalf of the family, we may withhold payment from your next check.
- All payments are made via direct deposit only.
- How to contact us: Warren Metropolitan Housing Authority

990 East Ridge Drive, Lebanon, Ohio 45036

Phone: 513-695-3380

Fax: 513-695-1638

kjones@warrenmha.org

COPY

DO NOT COPY DO NOT COPY DO NOT COPY DO NOT COPY DO NOT COPY DO NOT COPY DO NOT COPY DO NOT COPY

By signing below, I/We certify that I/We have read, understand, and agree to all of the above conditions.

Applicant/Tenant:

Signature

Date

Contact Number

Email Address

Owner/Agent:

Signature

Date

Contact Number

Email Address

COPY

COPY

Request for Tenancy Approval

Housing Choice Voucher Program

**U.S Department of Housing and
Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

11. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
Refrigerator		
Range/Microwave		
		Provided by

12. Owner's Certifications

- a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

- b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

- c. Check one of the following:

- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Unit Information

Owner/Agent _____

Property/Company Name _____

Unit Address _____

Unit Type

Detached Mobile Home
 Garden Apt. Duplex
 Townhouse Other _____

Handicap Accessible

Yes No

Condition

Excellent

Good

Fair

of Bedrooms

of Bathrooms

Year Unit Constructed

Square Footage

Proposed Rent

\$ _____

Previous Rent

\$ _____

Incl. Maintenance

Lawn

Pest Control

Trash

Unit Amenities

(Check all that apply)

Washer

Dryer

Stove

Dishwasher

Microwave

Refrigerator

W/D Hook-ups

Garbage Disposal

Ceiling Fan

Gated Community

Pool

Air Conditioner

Central

Window/Wall

None

Other _____

Heat

Central

Heat Pump

Space

Window/Wall

None

Other _____

Parking

Garage-1 Car

Garage-2 Car

Carport

Driveway

Assigned Space

Unassigned Space

Other _____

Ext. Features

Porch

Balcony

Deck

Patio

COPY

Warren Metropolitan Housing Authority Check Cashing Policy

Missing Checks

- 1) If the HAP check has not been received by the 10th of the month, a written request for a replacement check must be submitted. The landlord must put in writing an explanation of non receipt of payment to the Housing Authority. Be sure to include in the statement your mailing address and a current list of HCV tenants. Please mail to:
Warren Metropolitan Housing Authority
990 East Ridge Dr
Lebanon, Ohio 45036
- WMHA will verify your mailing address. If the check was sent to the wrong address, more time may be necessary to track the check.
 - If the check was sent to the correct address, our Accounting Department will track the check to be sure another party has not cashed it. Please see "Cashed Checks" for our policy on checks that have been cashed.
 - A replacement check may be issued only after all previous steps have been followed. Only the payee may pick up the replacement check at our office. A photo ID will be required. You must also sign a waiver stating that in the event the original check is found, it will be returned to WMHA immediately. We cannot issue a replacement check if these steps are not followed. **NO EXCEPTIONS!**

Lost or Destroyed Checks

- You must submit a request for a replacement check with a full explanation for the reason(s) for the request. (see #1 under missing checks)
- All procedures listed in "Missing Checks" will be followed.

Returned Checks

- A check returned by the Post Office due to inappropriate address will be forwarded to the landlord only if a request for an address change has been submitted in writing prior to the check date. Landlords must include a list of all current HCV tenants.
- A returned participant utility assistance payment check will be held pending address verification. If the family has vacated the unit, HAP will terminate immediately.

Cashed Checks

- **IF A CHECK IS CASHED BY SOMEONE OTHER THAN THE PAYEE, THE PAYEE IS RESPONSIBLE FOR PROSECUTION. NO REPLACEMENT CHECK WILL BE ISSUED. NO EXCEPTIONS!**

I/We have read and fully understand the above policies and procedures.

Owner/Agent signature

Date

DO NOT COPY

COPY

Warren Metropolitan Housing Authority HQS Inspection Policy

Due to the time consuming nature of the HQS Inspections, WMHA has developed the following policy:

- On initial inspection for a new move-in, the inspector will only return ONE time for a re-inspection.
- If the unit does not pass on the 2nd inspection, it will not be placed on the program for at least sixty (60) days.
- If five (5) fail items are found on an initial inspection, the inspection will stop. The inspector will neither complete the inspection nor walk through the rest of the unit at that time.
- The landlord will be notified that they must bring the unit up to HQS standards. The standards have been provided to all landlords.
- It is the responsibility of the landlord to contact the housing authority once the unit is ready for re-inspect.
- On an annual inspection, the agency will re-inspect two (2) times. If the unit still fails, it will be removed from the program at the end of the initial one year contract period.
- If 50% or more of a landlords new move-in inspections fail on the initial inspections in a six month period, the landlord will be removed from participating in the HCV and Transitions programs.
- Large items such as appliances, water heaters and furnaces left on the property will be a fail and have to be removed from the property. This includes any items left outside, in a basement or crawl space.
- Regarding utilities, HUD Regulations states that if a tenant is to be responsible for payment of a utility, the utility must be separately metered to measure the families' consumption. Such utilities include: Gas, Electricity, Water, Etc. If the utility is on a common meter, the landlord must be responsible for payment of that utility.

If you have any questions pertaining to any section of this packet, please contact our office at 513-695-3380 between the hours of 8:30 AM and 4:30 PM.

DO NOT COPY

COPY

U.S. Department of Housing and Urban Development

Notice: Lead Base Paint Poisoning

Please read the following information concerning lead base paint.

If your building was constructed before 1978 there is a possibility that it may contain lead based paint.

The interior of older homes and apartments often have layers of lead base paint on the walls, ceilings, window sills, and door frames. Lead base paint and primers may also have been used on outside porches, railings, garages, fire escapes, and lamppost. When the paint chips, flakes, or peels there is a real danger for babies and children.

Children may eat paint chips or chew on painted railings, windowsills, or other items when parents are not looking. Some common symptoms of lead poisoning are:

- ↪ Irritability
- ↪ Decreased appetite
- ↪ Frequent complaints of stomach aches and/or vomiting
- ↪ Complaints of headaches; or
- ↪ Lack of energy/unusual inactivity
- ↪ Many times there are no symptoms at all

Look at the walls, ceilings, doorframes, and windowsills in your unit. Is the paint peeling, chipping, or flaking? If so, you need to remove the old paint and repaint the areas.

CAUTION: the dust from lead base paint is harmful, as well, DO NOT BURN THESE PAINT CHIPS. Be extremely careful when handling this paint.

For more information about lead base paint, please write to:

EPA Regional Offices
Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3590

Or call the Ohio Health & Environmental Agency at (614) 466-1450

I have read and fully understand the above information. By signing below I/We certify that if my building/unit was built prior to January 1, 1978, I have attached a statement containing disclosure of known information on lead base paint to the lessee.

Owner/Agent Signature

Date

DO NOT COPY

COPY



The regulation sets hazard reduction requirements that give much greater emphasis...to reducing lead in house dust.

HUD Sets New Requirements to Prevent Childhood Lead Poisoning in Housing Assisted or Being Sold by the Federal Government

SUMMARY

The U.S. Department of Housing and Urban Development (HUD) has issued a new regulation to protect young children from lead-based paint hazards in housing that is financially assisted by the federal government or being sold by the government. The regulation, "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance," was published in the Federal Register on September 15, 1999. The hazard reduction requirements in this regulation are based on scientific research and the practical experience of cities, states, and others who have been controlling lead-based paint hazards in low-income housing through HUD assistance. The requirements apply to housing built before 1978, the year lead-based paint was banned nationwide for consumer use.

The new regulation puts all of the Department's lead-based paint regulations in one part of the Code of Federal Regulations, making it much easier to find HUD policy on the subject. The new requirements will take effect on September 15, 2000, one year after publication, to allow time for housing owners and state and local agencies to prepare for compliance. HUD estimates that about 2.8 million housing units will be affected by the regulation during its first five years.

LEAD POISONING PREVENTION

Lead poisoning can cause permanent damage to the brain and many other organs, and can result in reduced intelligence and behavioral problems. Lead can also harm the fetus. More than 800,000 children younger than 6 years old living in the United States have lead in their blood that is above the level of concern set by the Centers for Disease Control and Prevention (CDC). A large portion of these children are in families of low income and are living in old homes with heavy concentrations of lead-based paint. The most common sources of childhood exposure to lead are deteriorated lead-based paint and lead-contaminated dust and soil in the residential environment.

HUD estimates that the regulation will protect more than two million children from exposure to lead during its first five years. The estimated net benefits (that is, benefits minus costs) from the first five years are \$2 billion, mostly from increased lifetime earnings but also including reductions in medical and special education costs. Additional benefits that have not been estimated in dollar terms include reduced family time, and anxiety involved in caring for lead-poisoned children, increased stature and hearing ability, reduced hypertension in later life, and reduced juvenile delinquency and crime.



LEGISLATIVE BACKGROUND

The new regulation is being issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

WHAT ARE THE REQUIREMENTS?

The new regulation puts all of the Department's lead-based paint regulations in one part of the Code of Federal Regulations, making it much easier to find HUD policy on the subject.

The regulation sets hazard reduction requirements that give much greater emphasis than existing regulations to reducing lead in house dust. Scientific research has found that exposure to lead in dust is the most common way young children become lead poisoned. Therefore the new regulation requires dust testing after paint is disturbed to make sure the home is lead-safe. Specific requirements depend on whether the housing is being disposed of or assisted by the federal government, and also on the type and amount of financial assistance, the age of the structure, and whether the dwelling is rental or owner-occupied.

A summary of the hazard reduction requirements for the various types of housing programs is attached to the Questions and Answers issued in association with this regulation. More detailed information is available in training and guidance material, in the regulation itself, and in the Department's explanation of the regulation, published in the Federal Register.

TYPES OF HOUSING COVERED

- Federally-owned housing being sold
- Housing receiving a federal subsidy that is associated with the property, rather than with the occupants (project-based assistance)
- Public housing
- Housing occupied by a family receiving a tenant-based subsidy (such as a voucher or certificate)
- Multifamily housing for which mortgage insurance is being sought
- Housing receiving federal assistance for rehabilitation, reducing homelessness, and other special needs

TYPES OF HOUSING NOT COVERED

- Housing built since January 1, 1978, when lead paint was banned for residential use
- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 is expected to reside there
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks
- Property that has been found to be free of lead-based paint by a certified lead-based paint inspector
- Property where all lead-based paint has been removed
- Unoccupied housing that will remain vacant until it is demolished
- Non-residential property
- Any rehabilitation or housing improvement that does not disturb a painted surface

FOR MORE INFORMATION

If you want copies of the regulation or have general questions, you can call the National Lead Information Center at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You can also download the regulation and other educational materials at www.hud.gov/lea. For further information, you may call HUD at (202) 755-1785, ext. 104, or e-mail HUD at lead_regulations@hud.gov.

Warren Metropolitan Housing Authority

Landlord Information

Within this packet, you will be asked to answer several questions pertaining to your rental unit, amount of rent you wish to charge, amount of rent you charge to unassisted tenants and the number of units you offer. This information is required by HUD to assure that the rent charged to HCV holders, is not more than that charged to unassisted tenants. Please note the following regulations;

- HUD requires all assisted units be inspected prior to occupancy and annually to insure that the unit meets HQS (Housing Quality Standards). The HQS inspection is at the housing authority's expense. Written notification will be sent to the owner and tenant in the event repairs need to be made for the unit to pass HQS.
- Please remember that WMHA does not screen HCV participants for tenant desirability. WMHA only determines eligibility for participation in the HCV program. It is the landlords responsibility to screen for credit and previous rental history. WMHA recommends that landlords have a screening process to follow for all potential renters assisted and unassisted.
- WMHA does pre- screen all applicants for criminal history prior to admission to the HCV program.
- Once you begin receiving HAP (Housing Assistance Payments), please be aware that by cashing the HAP check this certifies that the tenant is currently residing in the unit. Please notify the housing authority immediately if the tenant has vacated the premises.
- HUD regulations state that Owners/agents may not rent to family members. For information on this regulation, please contact the housing authority.
- The HAP contract is for the term of 1 year. The rent you request on this packet may not be increased during that 1 year term.
- A Rent Reasonable survey packet will be sent to you 60-90 days prior to the end of the HAP contract. At this time you may request an increase to the contract rent.

I/We certify that I have read and fully understand all of the above conditions outlined in this notice.

Owner/Agent Signature

Date

I _____, am certifying that I am not related to any person of the family named below. I am not related by blood, marriage, or any other operation of the law.

Violation of this certification is grounds for termination from the program for both family and owner and may result in prosecution.

Owner/Agent Signature

Date

Family name

COPY

DO NOT COPY

Warren Metropolitan Housing Authority Owner/Agent Information

Name of Property/Company _____

Manager _____ Phone _____

Make HAP (Housing Assistance Payment) checks payable to, Mail to:

Pay to the order of _____

Federal Tax ID # _____ - _____ or SS# _____

The following requested information is required by HUD in accordance with Fair Housing Laws:

Print Owner Name

Owner Phone #

Owner Sex: _____ Male _____ Female

Owner Race _____ White
_____ Black
_____ American Indian/Native Alaskan
_____ Asian/Pacific Islander
_____ Other

Ethnicity: _____ Hispanic
_____ Non-Hispanic

*****WARNING: Section 1001 of the Title 18 of the U.S. Code makes it a **CRIMINAL OFFENSE** to willfully make false statements or misrepresentation to any department or agency of the U.S. government as to the matters within its jurisdiction.

I certify that the above information is true and correct and that the manager listed above is authorized to act in the Owner's behalf regarding paperwork required by Warren Metropolitan Housing Authority.

Owner/Agent Signature

Title

Date

DO NOT COPY

COPY

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

COPY



Warren Metropolitan Housing Authority

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

I hereby authorize Warren Metropolitan Housing Authority hereinafter called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my account(s) indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such accounts.

This authority is to remain in effect until revoked by me in writing or by termination of my association with my company.

Bank Information:

Name of Financial Institution

Bank Account Information:

Bank Routing/Transit # (9 digits)

Checking Account #

OR

Bank Routing/Transit # (9 digits)

Savings Account #

*You may only choose one (1) account, checking or savings

Company Name (if applicable)

Print Your Name

Signature

Date

***Note: For Checking Accounts: Attach a voided check**
For Savings Accounts: Please call Bank to Verify Information

COPY

Date received _____	<i>For Housing Authority Use Only</i> Received by _____	Date sent to Accounting _____
Date pre-noted _____	Pre-noted by _____	

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

COPY

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 7/31/2022

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. **Contents of Contract**

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. **Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. **Initial Rent to Owner**

The initial rent to owner is: \$ _____

During the initial lease term, the owner may not raise the rent to owner.

7. **Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

Signatures

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the

HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
 - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
 - (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
 - (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing

assistance payments on behalf of family members who remain in the contract unit.

- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the

PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. **Amount of PHA payment to owner**
 - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
 - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. **Limit of PHA responsibility**
 - (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
 - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
- f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP

contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or

criminal act in connection with the mortgage or loan.

- (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used

by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

- (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Reserved

16. Written Notices Any notice by the PHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
 - (1) The owner must provide all utilities needed to comply with the HQS.

- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
 - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
 - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- d. **Other good cause for termination of tenancy**
 - (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
 - (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
 - (d) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise

penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

l. Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. Confidentiality.

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and

regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.