



# HOUSING AUTHORITY

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*of the City of Beaumont, Texas*

## HOUSING CHOICE VOUCHER BRIEFING PACKET

**Beaumont Housing Authority**

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## **HOW THE PROGRAM WORKS**

The Housing Choice Voucher (HCV) Program places the choice of housing in the hands of the individual family. A very low-income family selected by the Public Housing Agency (PHA) to participate is encouraged to consider several housing choices to secure the best housing for the family needs. A housing voucher holder is advised of the unit size for which it is eligible based on family size.

The housing unit selected by the family must meet an acceptable level of health and safety before the PHA can approve the unit. When the voucher holder finds a unit that it wishes to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the rent requested is reasonable.

The PHA determines a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a family will receive. However, the payment standard does not limit and does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a housing voucher can select a unit with a rent that is below or above the payment standard. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities. **By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.** Under the HCV Program, the family is responsible for the total cost of utilities (in accordance with the lease agreement), rent deposit, and service connection fees.

Eligible families must select a unit that meets the Housing Quality Standards (HQS) and the “reasonable” rent guidelines. If the PHA approves the selection, the PHA enters into a Housing Assistance Payments (HAP) Contract with the owner to make rent subsidy payments on behalf of the family. The PHA has the right to reject a lease if the property does not meet HQS or the rent is considered unreasonable.

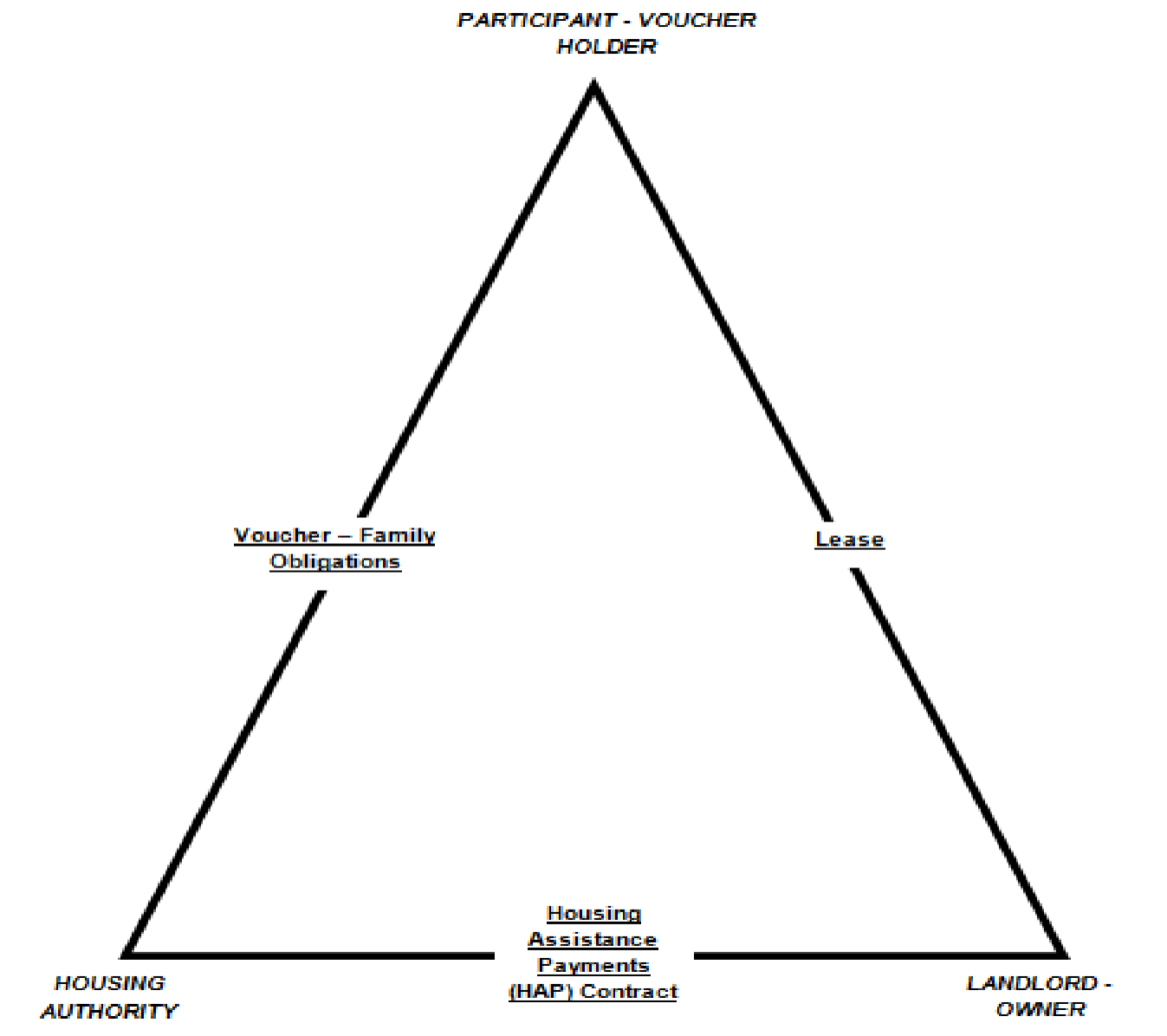
## **ROLES IN THE HCV PROGRAM**

**U. S. Department of Housing and Urban Development’s (HUD) Role:** To cover the cost of the program, HUD provides funds to allow PHAs to make housing assistance payments on behalf of the families. HUD also pays the PHA a fee for the costs of administering the program. When additional funds become available to assist new families, HUD invites PHAs to submit applications for funds for additional housing vouchers. Applications are then reviewed and funds awarded to the selected PHAs on a competitive basis. HUD monitors PHA administration of the program to ensure program rules are properly followed.

**Housing Authority’s Obligations:** The PHA administers the voucher program locally. The PHA provides a family with the housing assistance that enables the family to seek out suitable housing and the PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family. If the landlord fails to meet the owner’s obligations under the lease, the PHA has the right to terminate assistance payments. The PHA must reexamine the family’s income and composition at least annually and must inspect each unit at least annually to ensure that it meets minimum housing quality standards.

**Landlord's Obligations:** The role of the landlord in the voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the PHA.

**Tenant's Obligations:** When a family selects a housing unit, and the PHA approves the unit and lease, the family signs a lease with the landlord for at least one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease. When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition and notify the PHA of any changes in income or family composition.



## **FAMILY RESPONSIBILITIES**

- A. 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 participating in the Housing Choice Voucher Program.
- B. The family must:
- Supply any information that BHA 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.
  - Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  - Supply any information requested by BHA to verify that the family is living in the unit or information related to family absence from the unit.
  - Promptly notify BHA in writing when the family is away from the unit for an extended period of time in accordance with BHA policies (if more than 90 consecutive days).
  - Allow BHA to inspect the unit at reasonable times and after reasonable notice.
  - Notify BHA and the owner in writing before moving out of the unit or terminating the lease.
  - Use the assisted unit for residence by the family. The unit must be the family's only residence.
  - Promptly notify BHA in writing of the birth, adoption, or court-awarded custody of a child.
  - Request BHA written approval to add any other family member as an occupant of the unit.
  - Promptly notify BHA in writing if any family member no longer lives in the unit.
  - Give BHA a copy of any owner eviction notice.
  - Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
- Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  - Commit any serious or repeated violation of the lease.
  - Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  - 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.
  - Sublease or let the unit or assign the lease or transfer the unit.
  - 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.
  - Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
  - Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless BHA 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.
  - 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.

## **GROUNDINGS FOR TERMINATION OF ASSISTANCE**

BHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- If the family violates any family obligations under the program (see § [982.551](#)).
- If any member of the family has been evicted from federally assisted housing in the last five years;
- If a PHA has ever terminated assistance under the program for any member of the family.
- If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program (see also § [982.553\(a\)\(1\)](#));
- If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement.)
- If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.
- If the family has been engaged in criminal activity or alcohol abuse as described in § [982.553](#).

### **Consideration of circumstances**

In determining whether to deny or terminate assistance because of action or failure to act by members of the family:

- The PHA may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.
- The PHA may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit. The PHA may permit the other members of a participant family to continue receiving assistance.
- In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the PHA consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully ([42 U.S.C. 13661](#)). For this purpose, the PHA may require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
- If the family includes a person with disabilities, the PHA decision concerning such action is subject to consideration of reasonable accommodation in accordance with part [8 of this title](#).

**Nondiscrimination limitation and protection for victims of domestic violence, dating violence, or stalking.**

The PHA's admission and termination actions must be consistent with fair housing and equal opportunity provisions of § [5.105](#) of this title, and with the requirements of 24 CFR part [5](#), subpart L, protection for victims of domestic violence, dating violence, or stalking.

**LANDLORD RESPONSIBILITIES**

The landlord/owner/manager/agent is responsible for:

- Screening and selection based on a family's tenancy history
  - The landlord may consider a family's background regarding factor such as:
    - Payment of rent and utility bills
    - Caring for a unit/premises
    - Respecting the rights of other residents to the peaceful enjoyment of their housing
    - Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others
    - Compliance with other essential conditions of tenancy
- Complying with equal opportunity requirements.
- Complying with the Housing Assistance Payments (HAP) Contract.
- Normal landlord functions during the lease term (e.g., maintenance, rent collection, enforcing and complying with the lease, etc.).
- Payment of owner supplied utilities and services.
- Maintaining the unit in accordance with Housing Quality Standards (HQS).

BHA will give the owner the Voucher-holder's current address and, if known, the name and address of the landlord at the family's current and prior address. BHA will also provide a prospective landlord with any of the following information which is a part of the applicant/participant's file: record of prior eviction from a unit receiving Housing Choice Voucher assistance through PCHA; and/or record of family creating excessive damages to a rental unit.

**OVERVIEW OF THE HCV PROCESS**

**The voucher has an expiration date which is sixty (60) calendar days from the date of issuance**

- The family may "lease in place" (remain in the unit you already live in) if the unit is:
  - not currently a subsidized unit (Public Housing, Project-Based, etc.)
  - not owned by a relative of any family members
  - an eligible unit
    - Ineligible units include nursing facility, units on grounds of penal institutions, and college dorms
  - able to pass inspection
  - determined to be rent reasonable

- The issuance of a voucher represents a contractual agreement between BHA and the family specifying the rights and responsibilities of each party  
**The issuance of a voucher does NOT constitute admission into the HCV Program which occurs when the HAP Contract is executed between the landlord and BHA**
- If the family makes a written request prior to the expiration of a voucher, BHA **MAY** grant extensions in a thirty (30) days-per extension basis.

**The Request for Tenancy Approval (RFTA) will be completed by the owner/landlord when the family locates a suitable unit**

- The RFTA may be **denied** if:
  - the owner has been disapproved
  - the rent requested **is more** than the family's affordability
  - the RFTA isn't completed correctly
  - submitted after the expiration date of the voucher
- If the rent requested is more than the family's affordability, then BHA staff will work with the landlord in negotiations to attempt to reduce the rent to an affordable amount for the family
- **Approving the RFTA normally takes three (3) business days from the date received by BHA**
- BHA will **NOT** deduct the number of days required to process the RFTA from the 60 day term of the voucher

**Once the RFTA is approved, the Inspector will conduct an inspection of the unit**

- Usually the inspection is scheduled within **7 calendar days** from the date received in the Inspections Department
  - **the inspection will NOT take place BEFORE:**
    - **proper paperwork (i.e., deed of ownership, paid tax receipts, landlord information, etc.) for the unit has been received by BHA**
    - **the date the unit is ready for inspection (the date put on the RFTA or confirmed by the Inspections Department, whichever is later)**

**After the unit passes inspection, the Inspector will conduct a Rent Reasonable study on the unit**

- If the amount the landlord is requesting is approved as reasonable, then the lease can be executed
- If the rent amount is determined to be higher than a reasonable amount, then PCHA staff will work with the landlord in negotiations to attempt to reduce the rent to the amount determined reasonable
  - if negotiations fail, then the family will be issued another RFTA to continue the search for another unit – if time is still available on the voucher
- **At this point, the family and landlord will be contacted within five to seven (5-7) business days and provided with the family's rent portion and the rental assistance amount.**

**Once the steps above have been completed, BHA will request an executed lease agreement**

- The lease must include the following information:
  - names of the owner and tenant
  - unit address
  - term of the lease, including initial term and provisions for renewal
  - amount of monthly rent to owner
  - specification of what utilities and appliances the owner must supply and what utilities and appliances the family must supply
- The lease must also include verbatim the HUD-prescribed tenancy addendum

**The final step is the landlord and BHA will execute the HAP Contract and rental assistance will be paid within two calendar months from the date of the HAP Contract.**

**TERM OF THE VOUCHER**

The initial term of a voucher is sixty (60) calendar days. If the voucher expires and the family has not submitted a RFTA before the expiration date, the application will be withdrawn. To get back on the waiting list, the family must reapply when the waiting list is opened again.

**EXTENSION OR SUSPENSION OF THE VOUCHER**

**If the family makes a written request prior to the expiration of a voucher**, BHA **MAY** grant extensions in a thirty (30) calendar day-per extension basis. A maximum of one hundred and twenty (120) calendar days **may be** provided on a voucher to a family without a disabled family member. A maximum of one hundred and eighty (180) days **will be** provided on a voucher to a family with a disabled family member.

When a RFTA is received, PCHA will not deduct the number of days required to process the request from the sixty (60) day term of the voucher.

**WHERE THE FAMILY MAY LEASE A UNIT**

The family may lease a unit anywhere within Jefferson County's jurisdiction (unless eligible for portability). The family may select the unit they have been residing in prior to participation in the program if the unit is approvable.

BHA may not directly or indirectly reduce a family's opportunity to select among available units other than exceptions identified in the regulations, such as:

- The housing is ineligible.
- The housing does not meet Housing Quality Standards.
- The rent to owner exceeds reasonable rent

Families may access [www.Gosetion8.com](http://www.Gosetion8.com) for properties that have been listed **(this is a FREE service to you and the public)**. The family may also wish to contact local real estate firms to ask about rental properties or search in local newspapers.

**The family may not rent a unit from a relative of any family member, unless the PHA has determined (and 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.**

## **PORTABILITY**

Portability is the ability of a family to move from BHA's jurisdiction to a location in another housing agency's jurisdiction. The advantage of the portability provision is to give the family more options without sacrificing their rental assistance.

**If neither the head of household or spouse resides in Jefferson County at the time of application, they must initially lease a unit in Jefferson County jurisdiction before they can exercise their right of portability.** BHA limits family moves to not more than one in any 12- month period.

If ineligible for portability under the residence guideline above, the family must utilize the voucher in Jefferson County's jurisdiction for the first year. After that time, the family may request portability to any area of the United States that is administering a tenant-based HCV Program. If you choose to move to an area where there is not a housing agency to administer your voucher, then BHA can deny your portability request to that area.

BHA can also deny your request to a higher cost jurisdiction if the receiving housing agency will not absorb your voucher and BHA has insufficient funding to pay for your rent in a higher cost jurisdiction (meaning BHA would have to terminate another family from the program in order to pay for your rent in the higher cost jurisdiction to stay within the budgetary allocation).

If there is more than one housing agency operating a HCV Program in the jurisdiction in which the family wishes to port to, the family selects the receiving housing agency to administer/absorb the family's voucher. BHA will send the necessary documents to the receiving housing agency and notify the family of whom they should contact at the receiving housing agency.

The family's search for housing in the receiving housing agency's jurisdiction is governed by the receiving housing agency's policies. The receiving housing agency issues a housing choice voucher of the size based on its own subsidy standards. The receiving housing agency may have different rules regarding rent portion (based upon the Voucher Payment Standards) and reporting requirements.

**If you currently live in a high poverty area, portability enables you to move to a neighborhood that has lower crime rates, better public services, schools and shopping centers.**

When deciding to relocate to another PHA's jurisdiction the voucher size (bedroom size), rent portion and reporting requirements may change. They will be based upon the policies of the PHA where you decide to move to. It is your responsibility to contact the Receiving PHA (where you wish to move to) to ask any questions you may have regarding their policies/procedures **before** contacting BHA to begin the process of portability. Contact your Housing Case Manager to complete the request for portability.

**If you choose to move without BHA's approval, your voucher assistance will be terminated.**

## **SUBSIDY STANDARDS**

The HA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The HA's subsidy standards for determining certificate/voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Housing Choice Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the HA assigns one bedroom to two people within the following guidelines:

Foster children will be included in determining unit size only if they will be in the unit for more than three months.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendants' family.

Space may be provided for a child who is away at school but who lives with the family during school recesses.

Space will not be provided for a family member who will be absent most of the time such as a member who is away in the military

## **UTILITY ALLOWANCES**

An amount equal to the estimate established by BHA of the monthly cost of utilities (except telephone) and other housing services for an assisted unit, which are not included in the tenant rent, but is the responsibility of the family occupying the unit.

Utility allowance will be for the size of the voucher – **NOT actual bedroom size of the unit selected.**

## **PAYMENT STANDARDS**

Payment Standards are assigned based on the bedroom size listed on the voucher.

If the family selects a unit where the gross rent is less than the payment standard, the gross rent becomes the payment standard.

If the family selects a unit with less bedrooms than are listed on the voucher and the unit is not overcrowded, the voucher size is reduced to match the unit size selected by the family and the payment standard is reduced accordingly.

The family **may** rent a larger size unit than that listed on the voucher if the unit is affordable based on the maximum initial rent burden/affordability rule (not paying more than 40% of adjusted monthly income). **The voucher size will not be increased.**

## **TOTAL TENANT PAYMENT (TTP)**

The Total Tenant Payment (TTP) is the minimum amount you must contribute toward rent and utilities regardless of the unit you select. Your TTP is calculated by a required formula based on your total household income. The formula looks at your income in two ways – monthly-adjusted income and monthly gross income.

Your total household annual income is the beginning point in the formula. Annual income must be converted into your monthly income.

The formula calculates           30% of your total household monthly adjusted income, and  
  10% of your total household monthly gross income.

The TTP (the amount you pay) will be the highest of these amounts:

10% of your total household annual income OR

30% of your total household adjusted monthly income OR

Minimum Rent as determined by BHA (currently \$50)

The TTP will include any rent amount above the Payment Standard, but the TTP cannot exceed 40% of the adjusted monthly income for initial program eligibility (and each move to a new unit).

Example of TTP calculation:

Monthly adjusted income = \$600.00

30% of monthly adjusted income =  $\$600.00 \times 30\% = \$180.00$

Monthly gross income = \$640.00

10% of monthly gross income =  $\$640.00 \times 10\% = \$64.00$

Minimum Rent = \$50.00

In this example, the TTP will be \$180.00

## **MAXIMUM INITIAL RENT BURDEN (AFFORDABILITY)**

When a family selects a unit with a gross rent exceeding the payment standard, BHA must determine whether the family's share for that unit would exceed the maximum initial rent burden. The family share may not exceed forty (40) percent of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard.

## **DETERMINATION OF THE HOUSING ASSISTANCE PAYMENT (HAP)**

BHA will pay a monthly Housing Assistance Payment (HAP) on the family's behalf directly to the landlord. This is called HAP. The portion paid by the tenant is called Total Tenant Payment or TTP.

The monthly HAP equals the gross rent, minus the higher of the:

- Total tenant payment; or
- Minimum rent as required by law (currently \$50)

## **MAXIMUM RENT**

The Fair Market Rent (FMR) published annually by HUD determines the maximum rent, including utilities, for units of varying sizes (number of bedrooms).

## **REQUEST FOR TENANCY APPROVAL (RFTA)**

The Request for Tenancy Approval (form HUD-52517) is used to tell BHA where you want to live. Before signing the form, the owner and family should inspect the unit, and both parties should discuss their expectations should a lease and contract be signed. If there is an agreement, the RFTA should be completed and signed by the family and owner (or his/her authorized agent) and submitted to BHA. All questions on the RFTA must be answered. If it is not completed, it may be denied.

**The family may not rent a unit from a relative of any family member, unless the PHA has determined (and 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.**

## **RENT REASONABLENESS**

BHA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the BHA must consider: location, quality, size, unit type, and the age of the unit; and any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Three comparable studies of unassisted rental units will be used for each rent reasonable determination.

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined by BHA. By accepting each monthly HAP check from BHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give BHA information requested by BHA on rents charged by the owner for other units in the premises or elsewhere.

If the unit is not Rent Reasonable, the family and/or BHA may negotiate the rent with the owner. The owner is under no obligation to reduce the rent. If negotiations fail, and there is still time left on the voucher, the family will be issued a new RFTA to locate another unit.

## **SECURITY DEPOSITS**

The owner may collect a security deposit from the tenant family. The owner may use the security deposit to cover unpaid tenant rent owing at the time of move out, damages and/or other costs allowed under State Landlord-Tenant Act.

BHA does NOT pay security deposits. The family is responsible for paying security deposits.

## **RENTERS INSURANCE**

BHA encourages families to seek renters insurance to protect their personal property in case of a fire or theft. The insurance policy of the landlord will **NOT** cover the family's personal property.

BHA does NOT pay renters insurance. The family is responsible for paying renters insurance.

## **LEASE**

The tenant and the owner must enter and execute a written lease for the unit. The lease must be in the standard form the owner uses in the locality for rental to unassisted tenants.

The HAP contract prescribed by HUD contains the owner's certification that, if the owner uses a standard lease form for rental to unassisted tenants, that lease form is used for the assisted unit as well.

The lease must include the following information:

- Names of the owner and tenant
- Unit address
- Term of the lease, including initial term and provisions for renewal
- Amount of monthly rent to owner
- Specification of what utilities and appliances the owner must supply and what the family must supply.

The lease must also include verbatim the HUD-prescribed tenancy addendum. **The PHA's role in reviewing the lease is limited.** The PHA may review the lease to determine compliance with state and local law and may deny the request for tenancy if it determines noncompliance.

The initial lease term must be for at least one year, except that the PHA may approve a shorter term if that would improve housing opportunities for the tenant and is the prevailing local market practice.

During the initial lease term, the owner may not raise the rent to owner, except when permitted by special rules for subsidized units.

The lease term runs concurrently with the HAP contract term. If the lease terminates, the HAP contract terminates.

In accordance with the Tenancy Addendum and the HAP Contract:

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

**The family may not rent a unit from a relative of any family member, unless the PHA has determined (and 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.**

## **TENANCY ADDENDUM**

The HUD-required Tenancy Addendum (form HUD-52461-A) will be attached to, and made a part of, the family's lease (as indicated on the voucher and RFTA).

The tenancy addendum sets forth the tenancy requirements for the program and the composition of the household, as approved by the PHA. The tenant has the right to enforce the tenancy addendum against the owner. The terms of the tenancy addendum prevail over any other provisions of the lease.

## **HAP CONTRACT**

The HAP contract (form HUD-52641) is a written agreement between the PHA and the owner of a unit occupied by a housing choice voucher program participant. The HAP contract must be in the form prescribed by HUD. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of a specific family leasing a specific unit.

The term of the HAP contract must run concurrently with the term of the lease, including any extensions of the lease term.

The HAP contract and the housing assistance payments made under the HAP contract terminate automatically in each of the following situations:

- Owner or tenant terminates the lease
- Lease expires
- PHA terminates the HAP contract
- PHA terminates assistance for the family
- Family moves from the unit
- 180 calendar days after the PHA made the last housing assistance payment to the owner
- If the family is absent from the unit for longer than the maximum period permitted by the PHA
- Upon expiration of the annual contributions contract.

The PHA may decide to terminate the HAP contract in each of the following situations:

- Available program funding is not sufficient to support continued assistance for families in the program
- Unit does not meet HQS size requirements due to change in family composition
- Family breaks up;
- Unit does not meet HQS; and
- Owner breaches the HAP contract.

## **PROVIDING FAMILY INFORMATION TO PROSPECTIVE OWNERS**

The Authority will facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, [5 U.S.C. 552A] and will ensure the protection of privacy as to individuals about whom the office maintains records under its Housing Choice Voucher Program, **except that information which is part of the applicant or tenant's file with regard to current/prior participation in drug-related or violent criminal activity, history of excessive damage to units created by applicant or tenant-family, or eviction from Section 8 assisted units, will be shared with prospective landlords.**

## **A GOOD PLACE TO LIVE! (HUD BROCHURE)**

This brochure provides information on what the inspector will be looking for when the unit is inspected. Deficiencies noted in this brochure are items that commonly fail HQS.

## **PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME (HUD BROCHURE)**

This brochure provides information on how to protect your family, especially children under the age of six (6), from the dangers of Lead Based Paint in housing built prior to 1978.

## **FAIR HOUSING**

BHA is an equal opportunity housing provider. BHA will administer its housing programs in a non-discriminatory manner without regard to race, color, creed, national origin, religion, sex, age, handicap or familial status. BHA will comply with all federal, state and local housing Statutes, Executive Orders and comparable laws, including, but not necessarily limited to:

- Title VI of the Civil Rights Act of 1964, as amended
- Title VII of the Civil Rights Act of 1968, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- Fair Housing Amendments Act of 1988
- Title II of the Americans with Disabilities Act
- State and local Fair Housing Laws

BHA will provide federal/state/local information regarding discrimination and recourse in the event of discrimination.

Prospective and participating landlords will be apprised of applicable Fair Housing Laws and the BHA's policy regarding the full range of actions to be taken against landlords involved in discriminatory leasing practices.

## **ARE YOU A VICTIM OF HOUSING DISCRIMINATION? (HUD BROCHURE)**

This brochure provides information on the types of discrimination and the procedures for filing a discrimination complaint.

Please contact any BHA employee if assistance is needed in completing the form.

## **INFORMAL HEARING**

In the event a family or an owner disputes any BHA's action or decision and claims that such action or decisions adversely affect the rights, duties, welfare or status of said family or owner, such family or owner may submit a written request to BHA so that the action or decision may be discussed informally and settled. The request for an informal discussion must be filed in writing within ten (10) business days from the date of the written notification of the BHA's action or decision.

Under the HCV Program policies, BHA is not required to provide a hearing for determinations involving administrative discretion, general policy issues or class grievances, utility allowance schedules, refusal to extend or suspend a voucher term, refusal to approve a new lease, noncompliance with the HQS, or exercising or not exercising any right or remedy against the owner under the HAP Contract.

The BHA will give a family an opportunity for an informal hearing to consider whether the following BHA decisions relating to the individual circumstances of a participant's family are in accordance with the law, HUD regulations and PCHA policies:

- A determination of the family's annual or adjusted income, and the use of such income to compute the HAP
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PCHA's utility allowance schedule
- A determination of the family unit size under the BHA's subsidy standards
- A determination to terminate assistance for a participant family because of the family's action or failure to act
- A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the BHA policy and HUD rules.

## **REPORTING CHANGES IN YOUR HOUSEHOLD**

Changes must be reported **in writing within ten (10) days** of the date of the change – applies to changes in:

- income
- household composition
- deductions (childcare expenses or medical expenses)
- criminal activity

Written approval must be obtained **prior** to adding any other family member to your household – this includes:

- marriage
- move-in relative
- birth
- adoption
- court-awarded custody

## **REPORTING ON PREVIOUS ASSISTANCE, ELECTRONIC INCOME TRACKING, FRAUD**

PHA's are required to submit, electronically via the internet, information on every assisted family.

If you have received assistance at any other PHA, you, and your family members will show up in this database. Reporting through this system gives us access to locate information on your family such as:

- Whether you have been on housing before, if so, when and where
- Social Security/SSI income information
- State wage information
- New hire database

HUD compares the information that BHA send them to Social Security Administration (SSA) records and Internal Revenue Service (IRS) records. When discrepancies are found, you and/or the PHA (depending on the type of discrepancy) are notified so that the matter can be resolved.

Some types of discrepancies that have been found include:

- Children claimed to be in assisted household reported on an unassisted taxpayer 1040
- Childcare claimed for deduction at BHA not claimed on 1040
- SS/SSI for dependent child not reported to BHA
- Persons in household that were not reported to BHA

**\*\*\*It is very important that you accurately and promptly (in writing within 10 days of the change) report changes in your income and household composition\*\*\***

The Office of Inspector General (OIG) investigates and prosecutes, under federal law, all cases of fraud where the amount owed to the PHA is \$2,500.00 or greater. Penalties include:

- Fines up to \$10,000.00
- Imprisonment
- Prohibited from receiving future housing assistance

**BHA actively pursues all fraud cases. Repayment of debt owed is required or housing assistance terminates. Criminal Prosecution: If BHA has established criminal intent, and the case meets the criteria for prosecution, BHA will refer the case to the local State or District Attorney.**

## **FAMILY SELF-SUFFICIENCY (FSS) PROGRAM**

To promote self-sufficiency among participating families, including the provision of supportive services to these families.

Contact Cherie Storey at (409) 951-7200 X 7243 for more information.

## **SCHEDULED APPOINTMENTS**

**Participants are seen by appointment only.** If you are scheduled for an appointment and are running late or need to reschedule the appointment, please call (409) 951-7200 **before** your appointment time. A second appointment can be scheduled, but if that appointment is missed (without an extenuating circumstance – hospitalization, death, etc.) then you can be terminated from the HCV Program.

# A Good Place to Live!

## Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section B 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 B 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 ensure that your home will be safe, healthy, and comfortable. In the Section B 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 B Certificate Program and Housing Voucher 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 B 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

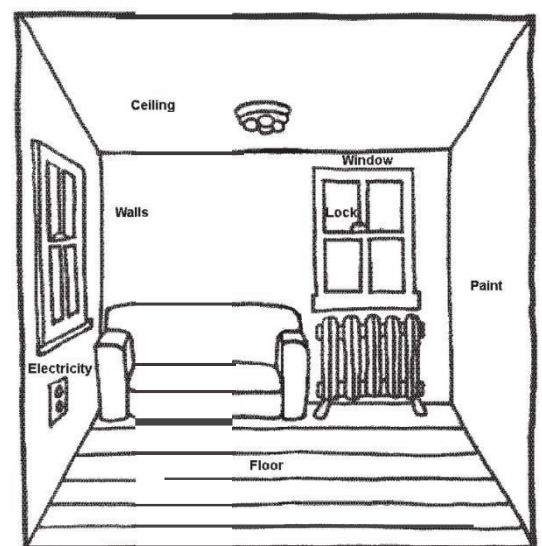
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

### 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?



## 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

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.)

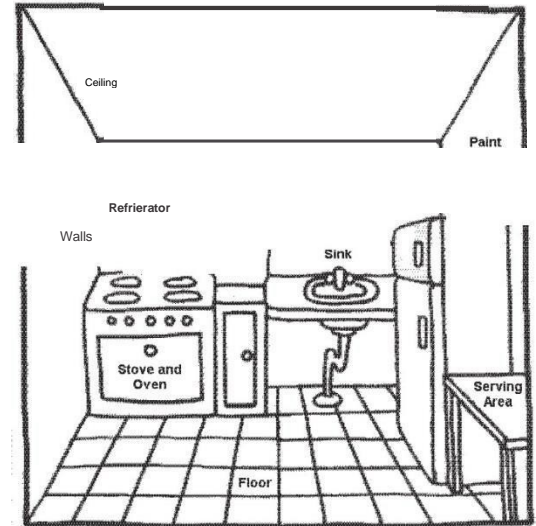
#### Sink

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.

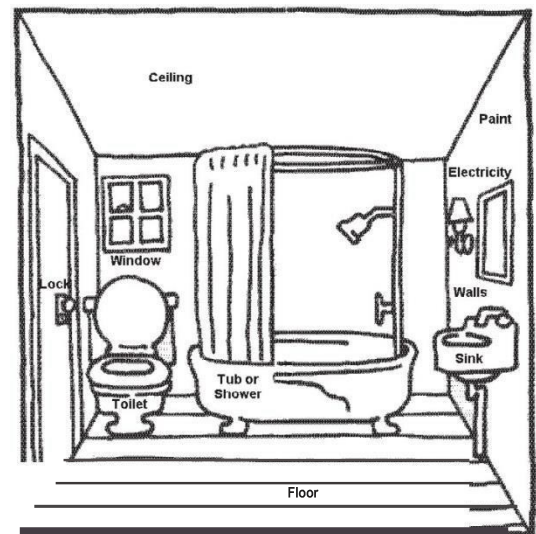
## Sink

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.



# 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**

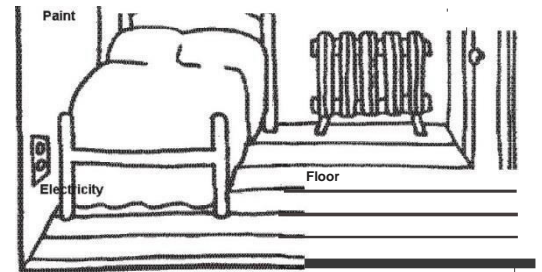
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- 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?



# 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.

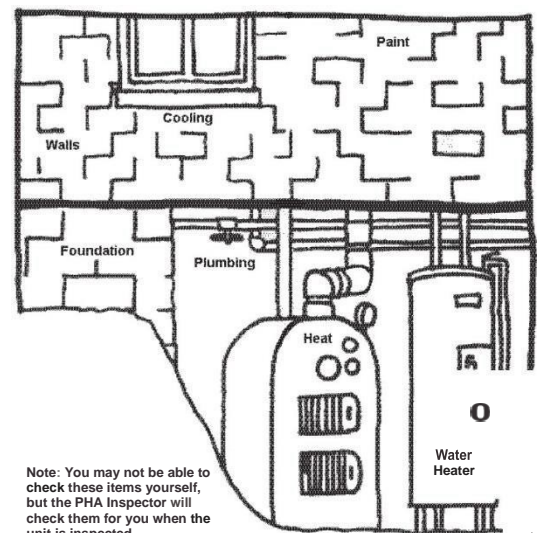
### Heat

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 effect 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?



# 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

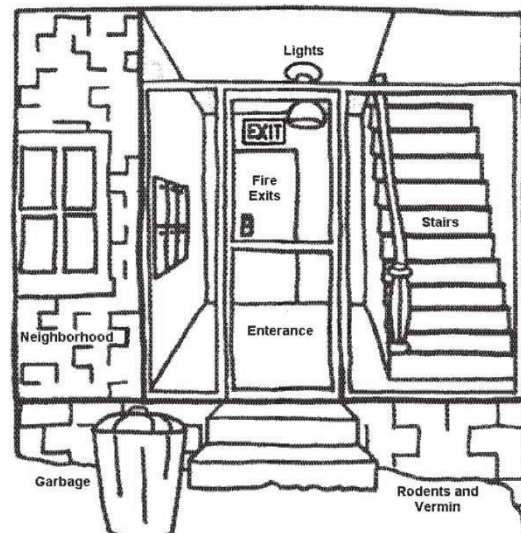
No sign of rats or large numbers of mice or vermin (like roaches).

### 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

# A Good Place to Live!

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.

## Responsibilities of the owner:

- Cooperate with the PHA for initial, annual, and complaint inspections.
- 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.



# Simple Steps To Protect Your Family From Lead Hazards

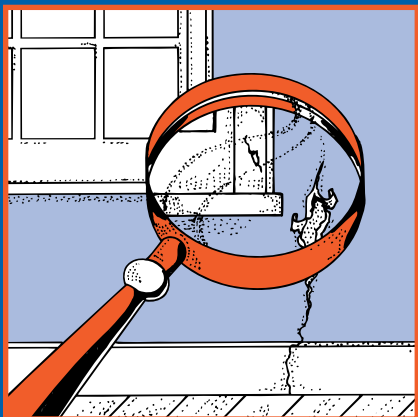
## If you think your home has high levels of lead:

- ◆ 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.



# Protect Your Family From Lead In Your Home



 **EPA** 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?

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**M**any 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.

**F**ederal 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

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

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

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**People can get lead in their body if they:**

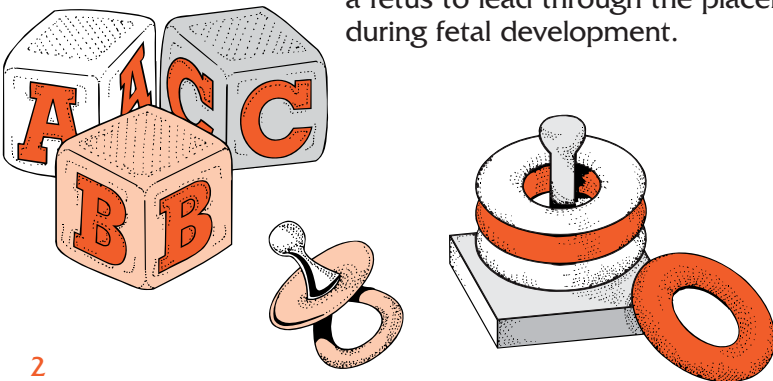
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**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:

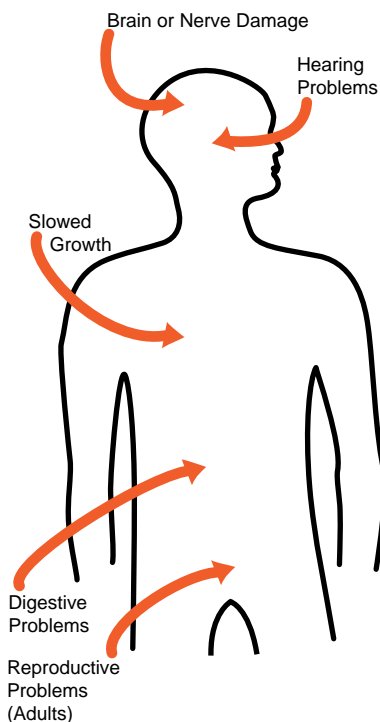
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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.



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

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## Where Lead-Based Paint Is Found

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

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**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

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

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**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.

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

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# Checking Your Home for Lead

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

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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.

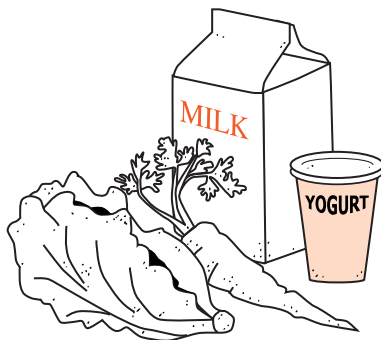
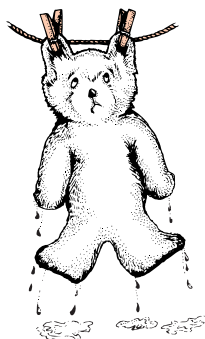
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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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

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**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 windows sills; 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

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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.



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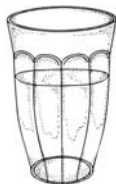
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

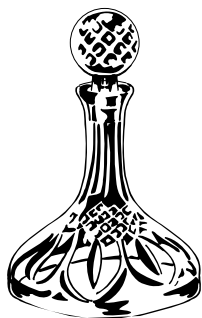
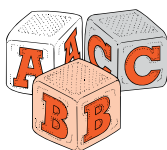
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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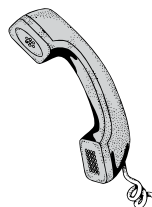
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in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

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### 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](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.



### EPA's Safe Drinking Water Hotline

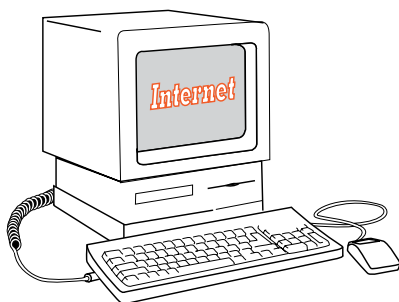
Call **1-800-426-4791** for information about lead in drinking water.

### 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](http://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](http://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

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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

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

Are You

Victim of

Housing

Discrimination?

Fair Housing is Your Right!

If you have been denied your housing rights...you may have experienced unlawful discrimination.



## WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

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

### **NEW ENGLAND OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Room 32  
Boston, MA 02222-1092  
Telephone (617) 994-8320 or 1-800-827-5005  
Fax (617) 565-7313 • TTY (617) 565-5453  
E-mail: [Complaints\\_office\\_01@hud.gov](mailto:Complaints_office_01@hud.gov)

**For New Jersey and New York:**  
**NEW YORK/NEW JERSEY OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
26 Federal Plaza, Room 3532  
New York, NY 10278-0068  
Telephone (212) 264-1290 or 1-800-496-4294  
Fax (212) 264-9829 • TTY (212) 264-0927  
E-mail: [Complaints\\_office\\_02@hud.gov](mailto:Complaints_office_02@hud.gov)

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

### **MID-ATLANTIC OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107  
Telephone (215) 656-0663 or 1-888-799-2085  
Fax (215) 656-3419 • TTY (215) 656-3450  
E-mail: [Complaints\\_office\\_03@hud.gov](mailto:Complaints_office_03@hud.gov)

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-  
sippi, North Carolina, South Carolina, and Tennessee:**

### **SOUTHEAST/CARIBBEAN OFFICE**

Fair Housing Hub  
U.S. Dept. 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  
E-mail: [Complaints\\_office\\_04@hud.gov](mailto:Complaints_office_04@hud.gov)

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

### **MIDWEST OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard, Room 210  
Chicago, IL 60604-3507  
Telephone (312) 353-7776 or 1-800-765-9372  
Fax (312) 886-2837 • TTY (312) 353-7143  
E-mail: [Complaints\\_office\\_05@hud.gov](mailto:Complaints_office_05@hud.gov)

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

### **SOUTHWEST OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
801 North Cherry, 27th Floor  
Fort Worth, TX 76102  
Telephone (817) 978-5900 or 1-888-560-8913  
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595  
E-mail: [Complaints\\_office\\_06@hud.gov](mailto:Complaints_office_06@hud.gov)

**For Iowa, Kansas, Missouri and Nebraska**

### **GREAT PLAINS OFFICE**

Fair Housing Hub  
U.S. Dept. 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  
E-mail: [Complaints\\_office\\_07@hud.gov](mailto:Complaints_office_07@hud.gov)

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

### **ROCKY MOUNTAINS OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
1670 Broadway  
Denver, CO 80202-480  
Telephone (303) 672-5437 or 1-800-877-7353  
Fax (303) 672-5026 • TTY (303) 672-5248  
E-mail: [Complaints\\_office\\_08@hud.gov](mailto:Complaints_office_08@hud.gov)

**For Arizona, California, Hawaii, and Nevada:**

### **PACIFIC/HAWAII OFFICE**

Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
600 Harrison Street, Third Floor  
San Francisco, CA 94107-1300  
Telephone (415) 489-6524 or 1-800-347-3739  
Fax (415) 489-6558 • TTY (415) 436-6594  
E-mail: [Complaints\\_office\\_09@hud.gov](mailto:Complaints_office_09@hud.gov)

**For Alaska, Idaho, Oregon, and Washington:**

### **NORTHWEST/ALASKA OFFICE**

Fair Housing Hub  
U.S. Dept. 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  
E-mail: [Complaints\\_office\\_10@hud.gov](mailto:Complaints_office_10@hud.gov)

*If after contacting the local office nearest you, you still have ques-  
tions – you may contact HUD further at:*

U.S. Dept. of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 7th Street, S.W., Room 5204  
Washington, DC 20410-2000  
Telephone (202) 708-0836 or 1-800-669-9777  
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: [www.hud.gov](http://www.hud.gov)

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PLACE  
POSTAGE  
HERE

MAIL TO:

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Public Reporting Burden for this collection of information is estimated to average 20 minutes 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.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103). The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance. Disclosure of this information is voluntary.



# HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano    Oficina de Derecho Equitativo a la Vivienda  
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

**Instructions:** (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Your Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Best time to call

\_\_\_\_\_  
Your Daytime Phone No

\_\_\_\_\_  
Evening Phone No

## Who else can we call if we cannot reach you?

\_\_\_\_\_  
Contact's Name

\_\_\_\_\_  
Best Time call

\_\_\_\_\_  
Daytime Phone No

\_\_\_\_\_  
Evening Phone No

\_\_\_\_\_  
Contact's Name

\_\_\_\_\_  
Best Time to call

\_\_\_\_\_  
Daytime Phone No

\_\_\_\_\_  
Evening Phone No

## 1 What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.

# HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano    Oficina de Derecho Equitativo a la Vivienda  
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

## 2 Why do you think you are a victim of housing discrimination?

Is it because of your:

color   religion   national origin   familial status (families with children under 18)   disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

## 3 Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, organization?

entity who you believe discriminated against you.

Name

Address

## 4 Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

## 5 When did the last act of discrimination occur?

After the date

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Is the alleged discrimination continuing or ongoing?

Y No

☐☐

Signature

Date

**Send this form** to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



## It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

## If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records.

Date you mailed your information to HUD:

\_\_\_\_/\_\_\_\_/\_\_\_\_

Address to which you sent the information

Office

Telephone

Street

City

State

Zip Code

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

## ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

“The American Dream of having a safe and decent place to call ‘home’ reflects our shared belief that in this nation, opportunity and success are within everyone’s reach.

Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability.”

Alphonso Jackson  
Secretary

## HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

### Under the Fair Housing Act, it is Against the Law to:

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to make reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights

**Housing Assistance Payments Contract U.S. Department of Housing  
(HAP Contract) and Urban Development**  
**Section 8 Tenant-Based Assistance** Office of Public and Indian Housing  
**Housing Choice Voucher Program**

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**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 profitmaking 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).

(5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

**e. Protections for Victims of Abuse.**

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected 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.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) 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, or stalking.

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

**g. 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.

**9. Lease: Relation to HAP Contract**

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

**10. 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.

**11. Family Move Out**

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

**12. 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.

### 13. 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.

### 14. 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.

### 15. 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.

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

### 17. 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.

### 16. Notices



## RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

# EIV & You

### ENTERPRISE INCOME VERIFICATION



**What YOU Should Know  
if You are Applying for or are Receiving  
Rental Assistance through the Department of  
Housing and Urban Development (HUD)**

### What is EIV?

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure "the right benefits go to the right persons".



### What income information is in EIV and where does it come from?

#### The Social Security Administration:

- Social Security (SS) benefits
- Supplemental Security Income (SSI) benefits
- Dual Entitlement SS benefits

#### The Department of Health and Human Services (HSS) National Directory of New Hires (NDNH):

- Wages
- Unemployment compensation
- New Hire (W-4)

### What is the information in EIV used for?

The EIV system provides the owner and/or manager of the property where you live with your income information and employment history. This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance. Getting the information from the EIV system is more accurate and less time consuming and costly to the owner or manager than contacting your income source directly for verification.

Property owners and managers are able to use the EIV system to determine if you:

- correctly reported your income

They will also be able to determine if you:

- Used a false social security number
- Failed to report or under reported the income of a spouse or other household member
- Receive rental assistance at another property

### Is my consent required to get information about me from EIV?

Yes. When you sign form HUD-9887, Notice and Consent for the Release of Information, and form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information, you are giving your consent for HUD and the property owner or manager to obtain information about you to verify your employment and/or income and determine your eligibility for HUD rental assistance. Your failure to sign the consent forms may result in the denial of assistance or termination of assisted housing benefits.

### Who has access to the EIV information?

Only you and those parties listed on the consent form HUD-9887 that you must sign have access to the information in EIV pertaining to you.

### What are my responsibilities?

As a tenant in a HUD assisted property, you must certify that information provided on an application for housing assistance and the form used to certify and recertify your assistance (form HUD-50059) is accurate and honest. This is also described in the *Tenants Rights & Responsibilities* brochure that your property owner or manager is required to give to you every year.

### Penalties for providing false information

Providing false information is fraud. Penalties for those who commit fraud could include eviction, repayment of overpaid assistance received, fines up to \$10,000, imprisonment for up to 5 years, prohibition from receiving any future rental assistance and/or state and local government penalties.

### Protect yourself, follow HUD reporting requirements

When completing applications and recertifications, you must include all sources of income you or any member of your household receives. Some sources include:

- Income from wages
- Welfare payments
- Unemployment benefits
- Social Security (SS) or Supplemental Security Income (SSI) benefits
- Veteran benefits
- Pensions, retirement, etc.
- Income from assets
- Monies received on behalf of a child such as:
  - *Child support*
  - *AFDC payments*
  - *Social security for children, etc.*

If you have any questions on whether money received should be counted as income, ask your property owner or manager.

When changes occur in your household income or family composition, immediately contact your property owner or manager to determine if this will affect your rental assistance.

Your property owner or manager is required to provide you with a copy of the fact sheet "How Your Rent Is Determined" which includes a listing of what is included or excluded from income.



### What if I disagree with the EIV information?

If you do not agree with the employment and/or income information in EIV, you must tell your property owner or manager. Your property owner or manager will contact the income source directly to obtain verification of the employment and/or income you disagree with. Once the property owner or manager receives the information from the income source, you will be notified in writing of the results.

### What if I did not report income previously and it is now being reported in EIV?

If the EIV report discloses income from a prior period that you did not report, you have two options: 1) you can agree with the EIV report if it is correct, or 2) you can dispute the report if you believe it is incorrect. The property owner or manager will then conduct a written third party verification with the reporting source of income. If the source confirms this income is accurate, you will be required to repay any overpaid rental assistance as far back as five (5) years and you may be subject to penalties if it is determined that you deliberately tried to conceal your income.

### What if the information in EIV is not about me?

EIV has the capability to uncover cases of potential identity theft; someone could be using your social security number. If this is discovered, you must notify the Social Security Administration by calling them toll-free at 1-800-772-1213. Further information on identity theft is available on the Social Security Administration website at: <http://www.ssa.gov/pubs/10064.html>.

### Who do I contact if my income or rental assistance is not being calculated correctly?

First, contact your property owner or manager for an explanation.

If you need further assistance, you may contact the contract administrator for the property you live in; and if it is not resolved to your satisfaction, you may contact HUD. For help locating the HUD office nearest you, which can also provide you contact information for the contract administrator, please call the Multifamily Housing Clearinghouse at: 1-800-685-8470.



### Where can I obtain more information on EIV and the income verification process?

Your property owner or manager can provide you with additional information on EIV and the income verification process. They can also refer you to the appropriate contract administrator or your local HUD office for additional information.

If you have access to a computer, you can read more about EIV and the income verification process on HUD's Multifamily EIV homepage at: [www.hud.gov/offices/hsg/mfh/rhiip/eiv/eivhome.cfm](http://www.hud.gov/offices/hsg/mfh/rhiip/eiv/eivhome.cfm).



JULY 2009



# APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...  
IS FRAUD WORTH IT?**

## Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- Evicted from your apartment or house.
- Required to repay all overpaid rental assistance you received.
- Fined up to \$10,000.
- Imprisoned for up to five years.
- Prohibited from receiving future assistance.
- Subject to State and local government penalties.

## Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

## So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

(Important Notice for Hurricane Katrina and Hurricane Rita Evacuees: HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.)

## Ask Questions

If you don't understand something on the application or recertification forms, always ask questions. It's better to be safe than sorry.

## Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and recertification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

## Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735. You can fax information to (202) 708-4829 or e-mail it to [Hotline@hudoig.gov](mailto:Hotline@hudoig.gov). You can write the Hotline at:



HUD OIG Hotline, GFI  
451 7<sup>th</sup> Street, SW  
Washington, DC 20410

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and time(s) of incident(s) (if known): \_\_\_\_\_

\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

## **LEASE ADDENDUM**

### **VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

#### **Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

#### **Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

#### **Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

#### **VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date



## U.S. Department of Housing and Urban Development

### Office of Public and Indian Housing

## DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

**Paperwork Reduction Notice:** Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266 and expires 10/31/2019.

### NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

### What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

**Who will have access to the information collected?**

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

**How will this information be used?**

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

**How long is the debt owed and termination information maintained in EIV?**

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

**What are my rights?**

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

**What do I do if I dispute the debt or termination information reported about me?**

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record. Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

**This Notice was provided by the below-listed PHA:**

Beaumont Housing Authority  
1890 Laurel  
Beaumont, TX 77701

**I hereby acknowledge that the PHA provided me with the  
*Debts Owed to PHAs & Termination Notice:***

**Signature**

**Date**

**Printed Name**

# FACT SHEET

## “How Your Rent Is Determined”

### For Public Housing And Housing Choice Voucher Programs

Office of Public and Indian Housing

November, 2002

*This Fact Sheet is a general guide to inform the Public Housing Agency (PHA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification. Since some of the requirements vary by program, residents should consult their PHA to determine the specific policies that apply.*

### Why Determining Income and Family Payment Correctly is Important

The Department of Housing and Urban Development's studies show that many resident families pay the incorrect amount of rent. The main causes of this problem are:

- under-reporting of income by resident families, and
- PHAs not granting exclusions and deductions to which resident families are entitled.

PHAs and residents all have a responsibility in ensuring that the correct family payment is paid. Paying the correct amount eliminates fraud, waste, and abuse.

### PHAs' Responsibilities:

- Obtain accurate income information
- Verify residents' income
- Ensure that residents receive the exclusions and deductions to which they are entitled
- Accurately calculate family payment
- Recalculate family payment when changes in family composition and income are reported between annual recertifications (in accordance with PHA policy)
- In Public Housing, execute a lease with the tenant
- In the Housing Choice Voucher program, provide a copy of the required lease language
- Provide tenant a copy of PHA determination of income and family payment
- Provide information on PHA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining family payment
- Terminate tenancy for grounds allowed by federal law

### Residents' Responsibilities:

- Provide accurate information on family composition
- Report all income at admission and annually (or as required by PHA policy)
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income between annual recertifications (in accordance with Public Housing and Housing Choice Voucher PHA policy)
- Sign consent for income verification and criminal history checks
- Comply with lease and House Rules

### What is Total Income?

A family's income before any taxes or other exclusions or deductions have been taken out of it.

### What is Annual Income?

Total Income – Income Exclusions = Annual Income

### What is Adjusted Income?

Annual Income – Allowable Income Deductions = Adjusted Income

**Family Payment (Total Tenant Payment)** The amount of rent a family will pay is the highest of the following amounts:

- 30% of the family's monthly adjusted income
- 10% of the family's monthly income
- Welfare rent (in States where applicable); or
- Minimum Rent (\$0 - \$50 set by the PHA)

### **Annualization of Income**

If it is not feasible to anticipate a level of income over a 12-month period (as in the case of seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

### **What Counts as Annual Income for Calculation of Family Payment?**

**Annual income means all amounts, monetary or not, which:**

- Go to, or on behalf of, the family head of household or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Annual income includes, but is not limited to:**

- The full amount, before any payroll deductions of wages and salaries, overtime pay, Commissions, fees, tips and bonuses, and other compensation for personal services
- The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is

reimbursement of cash or assets invested in the operation by the family

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in above section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

- The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount.
- Payments in place of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities.
- Periodic and determinable allowances, such as Alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces.

**Annual income does not include the following:**

- Income from employment of children (including foster children) under the age of 18 years
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone); Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide, as defined in §5.403
- The full amount of student financial assistance paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD:
- Amounts received by a person with a disability that are disregarded for a limited time purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time
- Incremental earnings and benefits resulting to any family member from participation in quality State or local employment training

programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program

Temporary, non-recurring or sporadic income (including gifts)

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse)
- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic amounts from supplemental security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refund or rebates under State or local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a development disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions are set forth.

**Other Income Exclusions****Federally Mandated Income Exclusions --**

The following statutory exclusions apply to HUD-assisted and other government programs:

- The value of the allotment provided under the Food Stamp Act of 1977.
- Payments to volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act (cash including cash dividends on stock received from a Native Corporation and on bonds received from a Native

Corporation to the extent that it does not in the aggregate exceed \$2,000 per individual per year)

- Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes
- Income Home Energy Assistance Program
- Payments received under programs funded under the Job Training Partnership Act (Workforce Investment Act of 1998)
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in trust or restricted lands
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 (including Federal Work Study program or Bureau of Indian Affairs (BIA) Student Assistance programs
- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any childcare provided or arranged under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid to a child from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation under the Victims of Crime Act

- Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998

## Earned Income Disallowance for certain Public Housing Residents and Housing Choice Voucher Family members with Disabilities

Certain amounts will not be counted in determining a qualifying family's rent for a specific period of time. A qualifying family is one whose annual income increases as a result of:

- Employment of a family member who was unemployed for at least 12 months prior to employment
- New or increased earnings during participation in an economic self-sufficiency or other job training program
- New or increased earnings during or within 6 months after receiving Temporary Assistance to Needy Families (TANF).

During the first 12 months after a qualified family member starts working, 100 percent of the incremental increase of that family member's income is disallowed. The incremental increase is the amount of earned income that exceeds that family member's income prior to starting work.

In the second cumulative 12-month period after the date of first employment, 50 percent of the incremental increase in income is disallowed.

Total time of benefit is limited to a lifetime 48-month period.

**NOTE:** For Public Housing Only, PHAs may offer to establish Individual Saving Accounts (ISA) for eligible families in place of the earned income disallowance. If offered, the family makes the choice whether or not to participate.

## What are deductions from Income?

Deductions are amounts that are subtracted from a family's Annual Income to produce Adjusted Income. There are two types of deductions: mandatory and permissive.

### Mandatory Deductions:

- \$480 for each member of the family (excluding head of household or spouse) who is less than 18 years of age or who is a student or person with a disability
- \$400 for any elderly family or disabled family
- The sum of the following to the extent the sum exceeds 3% of annual family income:
  - Unreimbursed medical expenses of any elderly family or disabled family
  - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work. This deduction may not exceed the income received.
- Any reasonable childcare expenses (children under 13 years old) necessary to enable a member of the family to be employed or to further his or her education.

### Permissive Deductions (Public Housing Only):

PHAs may establish other deductions as they wish but should understand that HUD **does not** provide any additional operating subsidy and the PHA must establish a written policy for the deductions.

### Other Provisions

**Hardship Exceptions:** PHAs must waive the minimum monthly rent requirement for any family unable to pay due to financial hardships as described in the PHA's written policies.

HUD has specified some circumstances that would constitute hardship which are:

- Switch from flat rent to income-based rent because of hardship.
- A family that is paying a flat rent may at any time request a switch to payment of income-based rent (before the next annual option to select the type of rent) if the family is unable to pay flat rent because of financial hardship. The PHA must adopt written policies for determining when payment of flat rent is a financial hardship for the family.
- If the PHA determines that the family is unable to pay the flat rent because of financial hardship, the PHA must immediately allow the requested switch to income-based rent. The

PHA shall make the determination within a reasonable time after the family request.

- The PHA's policies for determining when payment of a flat rent is a financial hardship must provide that financial hardship include the following situation.
- The family has experienced a decrease in income because of changed circumstances including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance

The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items; and

- Such other situations determined by the PHA to be appropriate.

### Maximum Initial Rent Burden (Housing Choice Voucher Only):

The family's share may not exceed 40% of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard.

**Flat Rent (Public Housing Only):** Annually at recertification families must be offered a choice of a flat rent or an income-based rent. If a family elects to pay a flat rent a PHA can (if desired) recertify family income as infrequent as every three (3) years instead of annually. Family composition must be recertified annually. Flat rent is based on the market rent charged for comparable units in the private unassisted rental market and will not increase or decrease as changes in income occur. A family can request a switch to an income-based rent at any time due to a financial hardship.

**Welfare Sanctions:** If the welfare agency reduces the welfare payment because of fraud of a family member in connection with the welfare program or non-compliance with economic self-sufficiency requirements, the PHA must still include the amount of the reduction in the Annual Income that is used to calculate total tenant payment.

### Reference Materials

#### Legislation:

- United States Housing Act of 1937, 42 USC 1437, et seq. as amended

#### Regulations:

- General HUD Program Requirements; Waivers, 24 CFR Part 5
- Admissions to, and Occupancy of, Public Housing, 24 CFR Part 960
- Section 8 Tenant-Based Assistance: Housing Choice Voucher Program, 24 CFR Part 982
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities: Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 66 FR 6218, issued January 19, 2001; 24 CFR Parts 5, 92, et al. (effective April 20, 2001)

#### Notices:

- “Federally Mandated Income Exclusions” Notice 66 FR 4669, April 20, 2001
- “Improving Income Integrity in Public and Assisted Housing” Notice PIH 2001-15, issued May 2, 2001
- Frequently Asked Questions about the Admissions and Occupancy Rule:  
[http://www.hud.gov/offices/pih/phr/about/ao\\_faq2.cfm#2c](http://www.hud.gov/offices/pih/phr/about/ao_faq2.cfm#2c)

#### For Additional Information:

Contact your Public Housing Authority (PHA) in your area. In addition, you can find information about HUD’s programs on HUD’s Internet homepage at <http://www.hud.gov> or call the Public and Indian Housing Information Resource Center at 1-800-955-2232.

## **RENT REASONABLENESS**

### **What is Rent Reasonableness?**

The Housing Authority (HA) is required to make a determination and certify that every rent approved for the Section 8 Housing Choice Voucher Program is reasonable. Reasonable rent means that the rent may not exceed the rent that is charged for a comparable unit, with similar amenities, in the same or a similar location in the private, unassisted rental market.

The HA collects and maintains data on rental rates of all types (single family, multi-family, etc.) and sizes of unassisted housing within all areas of our jurisdiction. At least two comparable units are used in determining the maximum allowable rent for a unit. For multi-family properties, the rent roll for the property is used.

### **How to Request the Proposed Rent for Your Unit:**

On the Request for Tenancy Approval form provided to you by your prospective tenant, or current tenant, if a lease renewal, please indicate the most recent rent that was charged for your unit. If the rent that you are proposing is different than the most recent rent charged, you must indicate why it is different.

### **How Is the Rent for Your Unit Determined?**

In determining if your proposed rent is reasonable, the HA will inspect the unit, and determine if the unit meets Housing Quality Standards (HQS), determine the number and type of amenities in the unit, and their condition. The HA will also compare your proposed rent to that of at least two similar unassisted units in the same or a similar neighborhood (non-apartment complexes). (Units in apartment complexes will be compared to non-assisted units of the same type and size in the same complex as taken from the rent roll provided by the management office).

The amenities in your unit are noted as are their condition, and this may also be used in determining the rent for your unit. For example, a two bedroom single-family house with wall to wall carpet in fair condition, a dishwasher in fair condition, and wall unit air conditioning units, would rent for less than the same size and type unit with new wall to wall carpeting, a new dishwasher and central heat and air conditioning.