

2023



Participant Briefing Packet

PROVIDED BY: NOBLESVILLE HOUSING AUTHORITY
PHONE: (317)-773-5110

Our Mission:

The mission of the Noblesville Housing Authority is to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

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Introduction

The purpose of this booklet is to provide you and your family the information you need to understand the Housing Choice Voucher (also known as Section 8) program. To be successful in the program, it is important that you understand how the program works and your rights and responsibilities. Please take the time to read the information carefully.

Housing Choice Voucher Program General Description

The purpose of the Housing Choice Voucher (HCV) program is to provide rental assistance to eligible low-income families. The HCV program is a free-choice approach, which allows families to choose housing in the private rental market. The family pays a portion of their income for rent and the Noblesville Housing Authority (NHA) pays a portion of the rent. The U.S. Department of Housing and Urban Development (HUD) establishes rules and regulations for the program. Explanations of the main rules are in this booklet. The basic program works as follows:

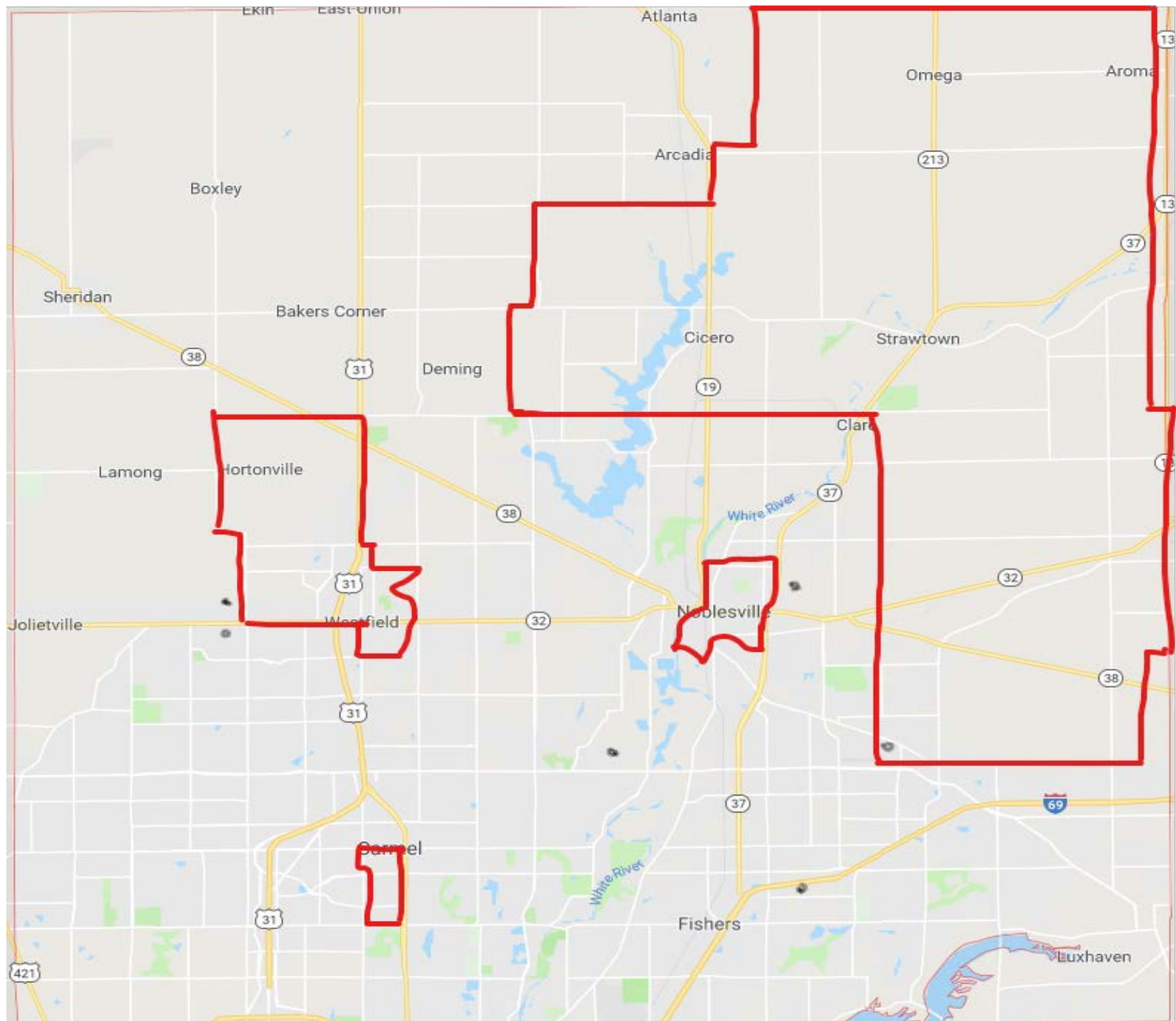
Once a family reaches the top of the waiting list, they are scheduled for an appointment to determine if the family is eligible for the program. Once the family is determined to be eligible, the family receives a briefing to explain the program and is issued a voucher and Request for Tenancy Approval document (RTA). The family then searches for a housing unit that meets their needs. A family generally has 60 days to find a housing unit.

Once the family has located a unit and the landlord has agreed to lease the unit to the family using the HCV program, a Request for Tenancy Approval (RTA) must be completed by the landlord and submitted to NHA. NHA will review the RTA and schedule an inspection of the unit. The inspection is to ensure that the unit is decent, safe, and sanitary. When the unit passes inspection, NHA will negotiate the rent with the landlord, if necessary. All rents must be reasonable. If a reasonable rent cannot be negotiated, the family will be given a new RTA and time to search for a new unit.

When the unit passes an inspection and the rent is set, the family will be notified they are allowed to move into the unit. Once NHA authorizes the move-in, the family will pay the security deposit. The family and landlord will both be required to sign an assisted lease agreement with NHA. The term of the lease is 12 months. The landlord then will sign a Housing Assistance Payment (HAP) contract with NHA to receive payments.

NHA is not responsible for any payments due prior to notifying the family they are permitted to move to the unit.

**To be successful
in the program,
it is important
that you
understand how
the program
works and
your rights and
responsibilities.**



The Housing Choice Voucher Partnership

The HCV program is a joint effort among the NHA, you and your landlord. We each have a set of responsibilities.

NHA's Responsibilities

- Determine your family's eligibility
- Issue your voucher
- Explain the program to you
- Approve your tenancy
- Pay assistance payments to the landlord
- Make sure landlords and families comply with the program rules

Participant's Responsibilities

- Provide all the information requested by NHA
- Find suitable housing
- Take good care of your housing unit
- Abide by the terms of your lease
- Comply with the participant obligations of the HCV program

Landlord's Responsibilities

- Screen families and determine their suitability as renters
- Comply with fair housing laws
- Make repairs to your units and maintain the units to Housing Quality Standards (HQS)
- Comply with the HAP contract between NHA and the landlord
- Collect the family's portion of the rent, security deposit and any charges for damages to the unit
- Enforce the lease
- Pay for utilities and services agreed upon in the lease (if applicable)
- Not collect side payments from the participant or charge more than approved by NHA

Voucher Size and Term

Your Voucher Size

The size of unit you are eligible for is indicated on your voucher and is based on the size of your household. NHA is required to establish rules for determining unit size. These rules are called subsidy standards. NHA determines your voucher size using the standards and following criteria.

■ NHA's subsidy standards require two children of the same sex to share a bedroom. Opposite sex children may be allocated separate bedroom space after	■ Live-in aides will generally be provided a separate bedroom; no additional bedrooms are provided for the aide's family
■ Persons of different generations (other than spouses) and unrelated adults <u>may</u> be allocated a separate bedroom	■ Space will be provided for a child who is away at school, but who lives with the participant during school recesses
■ After initial voucher issuance, a family's voucher size WILL NOT be increased until maximum occupancy is reached.	■ Adults applying to be added to an assisted household after initial voucher issuance will not be provided additional bedroom space.
■ Single person families shall be allocated zero or one bedroom.	■ Space will not be provided for minor children that are approved to be in the household but are not there due to birth, adoption or court awarded custody.

The chart below shows the minimum and maximum number of household members for each voucher size.

Voucher Size (Bedroom)	Minimum No. of Persons in Household	Maximum No. of Persons in Household
0	1	1
1	1	4
2	2	6
3	3	8
4	4	10
5	6	12

The size unit you are eligible for is based on the size of your household at the time of your pre-application.

NHA may grant an exception to these standards if your household needs an additional bedroom for medical equipment or a household member needs a separate bedroom for reasons related to a disability, medical or health condition. To qualify for the exception, you need to request a reasonable accommodation and provide a written request explaining your need.

Term of Your Voucher

Find a unit and submit a Request for Tenancy Approval (RTA), before your voucher expires.

The initial term of your voucher is 60 days. You must find a rental unit and submit a Request for Tenancy Approval before your voucher expires. If you don't, you will be required to re-apply when the waiting list opens again. You may be eligible for an extension. To obtain an extension, you must request it in writing, explaining why you need the extension, before your voucher expires. If you have adequately documented your efforts to locate a unit, and additional time will likely result in you finding a unit, NHA may grant your request.

The time NHA spends processing the Request for Tenancy Approval, inspecting the unit and negotiating the rent does not count against your search time. If the landlord does not agree to the rent or the selected unit does not pass inspection, you will be given the unexpired time on your voucher to search for another unit.

Choosing Where You Want to Live

Using Your Voucher

Your voucher is an agreement between you and NHA. When you sign your voucher, you are agreeing to abide by the Participant Obligations, which are listed in Chapter 8.

Choosing an Area of Low Poverty Concentration

NHA encourages you to search for a home in an area that does not contain a concentration of poverty. Some of the advantages of living in an area of low poverty concentration are: access to better employment and schools, and greater access to community services. To assist you in identifying these areas, NHA provides a map showing areas of low poverty concentration on the next page of this booklet.

Low poverty concentration areas offer better employment, schools and access to community services.

Choosing Your Neighborhood

When you are searching for a home, you should consider the neighborhood that meets your family's needs. How do the houses in the neighborhood look from the outside? Is it safe for your children to play? Is it clean? How is the crime rate? What schools will your children attend? Is shopping nearby? How close is it to your job or day care? Does it have access to public transportation? Is there adequate security? Answering these questions may assist you with your search.

Finding a Home

You may choose to use your voucher in your present unit if your current landlord is willing to accept the voucher. Other sources for finding units include newspapers, apartment finder's guide, Facebook marketplace and other internet-searching sites. Make sure that the landlord is willing to accept your voucher before paying any fees.

Choosing Your Unit

Remember that you will be signing a 12-month lease and the unit must pass NHA's inspection. Make sure that the unit you choose is in good condition. A guide to selecting a unit that will meet the inspection standards is provided on page 22 of this booklet. If you select a unit built before 1978, it may contain lead. Read the brochure on page 31 of this booklet and follow the steps listed to protect your family from lead. When you are looking at units, make sure you ask questions so you understand what the rent includes, such as utilities and appliances. If you have pets, make sure you understand if the landlord allows pets. Ask about the amount of the security deposit.

**Ask questions
and make
sure you
understand
what the rent
includes.**

Leasing Your Unit

Applying for a Unit

Do NOT pay the deposit before NHA approves the unit.

Most landlords will require you to complete an application. Be sure you are prepared to complete the form by having the names, addresses, and phone numbers of your references with you. Many landlords will charge you a fee with the application to cover the expense of having your references checked. The HCV program does not pay these fees.

The landlord may charge you a security deposit. The HCV program does not pay the deposit or limit the amount a landlord can charge. **DO NOT PAY THE DEPOSIT BEFORE NHA APPROVES THE UNIT.** If you pay the deposit and the unit is not approved, the landlord may not return your money.

Most landlords have established standards for accepting or denying an applicant. Standards may include things such as a minimum number of past landlord references, sufficient income to pay rent, good credit history, no felony convictions, no prior evictions, and others. If you believe that you have been denied housing for a reason other than a reasonable standard, you may be a victim of unlawful housing discrimination. The booklet, on page 35, contains information about Fair Housing laws and a copy of HUD's Housing Discrimination Complaint form.

Completing the Approval Process

Once you have found your apartment and you and the landlord have agreed to enter into a lease, the landlord will need to complete the Request for Tenancy Approval (RTA) form. Once completed, you will sign the back page, acknowledging that you agree to the landlord's terms. The completed form needs to be returned to the reception desk or placed in the NHA drop box on the front of the building.

Once NHA reviews the completed RTA and determines affordability, NHA will schedule an inspection. NHA makes every effort to schedule the inspection within a reasonable time frame of receiving RTA. The landlord must be present at the inspection. If the residence needs repairs, the landlord will be given a list of what needs to be done. The landlord must call for another inspection when the repairs are completed.

When the process is complete, NHA will notify you. **DO NOT MOVE INTO THE UNIT UNTIL YOU RECEIVE THIS AUTHORIZATION.**

Once you receive your approval from NHA, you can move into your new home. NHA will prepare the lease and HAP contract for signatures and send the notification to both you and to the landlord. The lease must include the required HUD lease addendum. A sample of the lease addendum is on page 38 of this booklet.

How Your Rent is Set

Determining Your Income

In the HCV program, the amount of rent you pay is generally a percentage of your income. So, the first step in setting your rent is determining your income. You are required to report all money you receive from all sources, including government benefits, child support, family gifts, sale of goods, plasma donations, self-employment, transportation services and any assets, for each household member. Your income is determined using your gross income, not your net income.

Determining Your Adjusted Income

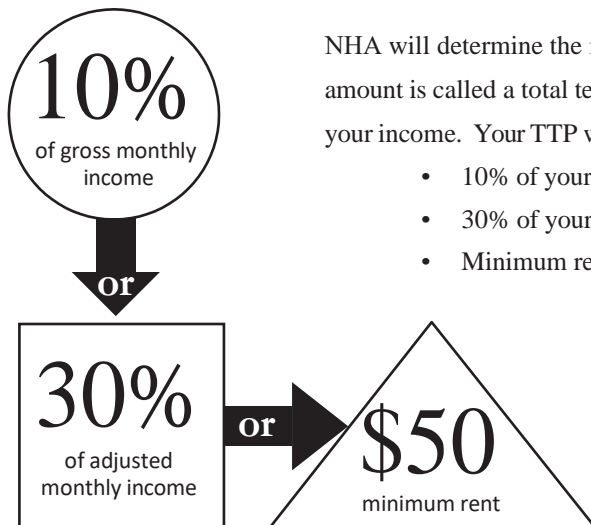
You may be eligible for some annual deductions. See potential deductions on the next page. Your adjusted income is determined by subtracting the deductions from your gross annual income. The chart below shows types of deductions.

Do NOT move into the unit until NHA notifies you!

You are required to report ALL income from ALL sources, for each household member.

Dependent	Applies to children under the age of 18.
Elderly and Disabled Family	Applies if the Head of Household or Spouse is over 62 or disabled.
Childcare	Applies if the child is under 13 and it enables an adult to work or go to college. You cannot get this deduction if the childcare is paid for by another agency.
Medical and Disability	Applies if the Head of Household or Spouse is over 62 or disabled. The cost of the expenses must exceed 3% of your annual income and the expense must not be paid by insurance, Medicare, Medicaid or another agency.

TTP will be the higher of:



Determining Your Total Tenant Payment

NHA will determine the minimum amount you must contribute toward rent and utilities. This amount is called a total tenant payment or TTP. Your TTP is calculated using a formula based on your income. Your TTP will be the higher of the following:

- 10% of your gross monthly income or
- 30% of your adjusted monthly income or
- Minimum rent of \$50.00

Below is an example of how TTP is calculated when the family's monthly gross income is \$800 and their monthly adjusted income is \$700. The TTP is the higher of:

Monthly gross income = \$800	10% of \$800 = \$80
Monthly adjusted gross income = \$700	30% of \$700 = \$210
Minimum rent is \$50	\$50

As the highest number in this formula is \$210, the TTP is \$210.

The highest number in the formula is \$210.

If the landlord does not agree to a rent that is reasonable, the unit will NOT be approved for the HCV program.

Rent the Landlord Charges

The landlord will request a rent amount. NHA will compare the landlord's request to its database to determine if the rent is reasonable. If NHA determines the rent the landlord requests is not reasonable, NHA will negotiate a rent amount that is reasonable. If the landlord does not agree to a reasonable amount, the unit will not be approved for the HCV program. The amount of the rent the landlord charges for the unit is called the contract rent.

Utility Allowance

NHA establishes utility allowances to assure that your payment for rent and utilities is affordable. The amount of the utility allowance is based on the size and type of unit. The allowance is based on an average use of each utility. These allowances are reviewed once a year to make adjustments for changes in the cost of each utility. The amount of your utility allowance depends on which utilities you are responsible for paying, the size of your unit, the type of your unit and the type of utilities.

Utility allowances are reviewed once a year.

Maximum Subsidy Amount - Payment Standards

NHA establishes the maximum amount of subsidy it will pay by unit size. The maximums are known as Payment Standards. Payment Standards are determined annually based on Fair Market Rents published by HUD.

Housing Assistance Payment Calculation

The Housing Assistance Payment (HAP) is the amount of the rent NHA pays to the landlord.

The HAP payment is the lower of:

- Payment Standard — TTP or
- Gross Rent (Contract Rent plus the Utility Allowance) — TTP

Below is an example of how HAP is calculated.

Example:

The household qualifies for a 2-bedroom unit.
The Payment Standard for a 2-bedroom unit is \$1,040.
The utility allowance (UA) for the unit the household selected is \$130. The contract rent (CR) for the unit is \$850. The TTP is \$210.

The HAP is the lower of:

Payment Standard (\$1,040) - TTP (\$210)	$\$1,040 - \$210 = \$830$
Gross Rent is GR \$850 + UA \$130 (\$980) - TTP (\$210)	$\$980 - \$210 = \$770$

As the lowest number in this formula is \$770 the HAP is \$770.

The lowest number in the formula is \$770

The Rent You Pay to the Landlord

The rent you pay to the landlord depends on the amount of the gross rent. If the gross rent is less than the Payment Standard, you pay the difference between the HAP and the contract rent.

Continuing from the previous example where the HAP was determined to be \$552, below shows how the HAP is used to calculate the amount of rent you pay to the landlord.

Example:

The household qualifies for a 2-bedroom unit.

The Payment Standard for a 2-bedroom unit is \$1,040

The utility allowance (UA) for the unit the household selected is \$130.

The contract rent (CR) for the unit is \$850.

The HAP is \$770.

Your total payment may NOT exceed 40% of your monthly adjusted income at initial move-in.

Which is less?	
Payment Standard (\$1,040)	\$1,040
Gross Rent (\$980) CR \$850 + UA \$130	\$980 ◀
<i>The gross rent is less than the Payment Standard, so you pay the difference between the HAP and the contract rent as shown below.</i>	
Contract Rent (\$850) - HAP (\$770)	\$850 - \$770 = \$80

If the gross rent exceeds the Payment Standard, you still pay the difference between the contract rent and the HAP; however, your TTP (rent to owner plus utility allowance) may not exceed 40% of your monthly adjusted income at initial move-in. If your payments exceed 40% of your monthly adjusted income, you **WILL NOT** be allowed to rent the unit you selected.

Below is an example of how the difference between the HAP and the contract rent can exceed the maximum amount the household can pay.

Example:

The household qualifies for a 2-bedroom unit.

The Payment Standard for a 2-bedroom unit is \$1,040.

The utility allowance (UA) for the unit the household selected is \$130.

The contract rent (CR) for the unit is \$1010.

The HAP is \$830.

Payment Standard (\$1,040)	\$1,040	
Gross Rent (\$1,140) CR \$1010 + UA \$130	\$1,140	◀
<i>The gross rent exceeds the Payment Standard by \$100, and the participant must pay the difference between the contract rent and the HAP; however, their TTP (rent to owner plus utility allowance) MAY NOT exceed 40% of their monthly adjusted income at initial move-in.</i>		
Rent to Owner, CR (\$1,010) - HAP (\$830)	\$180	◀
Family's Monthly Adjusted Income (\$700)	\$700	
40% of Monthly Adjusted Income (\$700 x .40)	\$280	
Maximum Rent to Landlord (\$280 - UA \$130)	\$150	◀
<i>The family is not allowed to rent this unit because the difference between the HAP and the contract rent exceeds the maximum amount of rent the family may pay to the landlord.</i>		

The gross rent exceeds the Payment Standard.

The difference between the HAP and the contract rent, \$180, is higher than the maximum rent to landlord, \$150.

After You Move In

Your Lease and Voucher Requirements

After you move in, you will be required to comply with the terms of your lease, your voucher and NHA policies and procedures. If you do not comply with these requirements, you may lose your voucher assistance.

Annual Re-examination

Each year NHA will conduct an annual re-examination of your family. You will be required to report any changes in your family members and all income for each family member. It is important that you provide complete and correct information.

Complete your annual re-examination process on time to avoid interruptions in your assistance.

NHA will verify all the information you provide using state and federal databases. More information on these databases is provided on page 42 of this booklet. Once the information is verified, NHA will determine your rent amount. If the amount changes, both you and your landlord will be notified in writing. It is important that you complete the annual process on time to avoid any interruptions in your voucher assistance.

Biennial Inspections

Your unit must be inspected biennially (every other year) to make sure it meets the Housing Quality Standards. NHA will schedule the inspection and send you written notice of the inspection. You or an adult family member must be present for the inspection. You and your family will be responsible for repairing damage to your unit that is beyond normal wear and tear. You must allow the inspection or you may lose your housing assistance.

**Report ALL
changes in your
household
members,
income, assets
and expenses
within 10
calendar days.**

Reporting Changes to Your Household or Income

You must report all changes in your household members, income, assets or expenses within 10 calendar days. NHA must approve the addition of anyone living in your unit. If the change in income changes your rent, both you and your landlord will be notified in writing. If you do not report changes to who is living in your unit or changes in your income, assets or expense you may lose your housing assistance or you may have to repay money to NHA.

Changes to Your Lease or Rent

Your landlord may not change the terms of your lease or your rent without notifying NHA. If your landlord asks you to change your lease, contact NHA. At the end of the lease, the landlord may request a rent increase. Your landlord must request a rent increase, in writing, 60 days before the lease ends. NHA must approve the rent increase before the landlord can charge a higher amount.

Requesting an Inspection

If you have a serious complaint about the condition of your unit, tell your landlord or property manager immediately. If your complaint is not addressed and you would like NHA to conduct a “complaint inspection,” contact NHA.

If NHA determines that the landlord or property manager did not respond to your complaint in a reasonable period of time and the complaint indicates a Housing Quality Standards (HQS) deficiency, NHA will schedule your apartment or house for a complaint inspection.

Moving to Another Unit

Generally, you may move to another unit at the end of the first year when your lease ends. You must provide written notice to your landlord and NHA at least 60 days in advance. Approximately 45 days prior to your lease ending, NHA will issue a voucher to you so you can start a new search.

Moving to a new home can be expensive and difficult, even if you aren't moving very far. Here are some things to think about when deciding if you should move.

■ Apartment application fee(s)	■ Storage space
■ Rental security deposits	■ Cleaning supplies
■ Telephone, water, electrical, and other utilities	■ Carpet cleaning
■ Hiring movers	■ Time off from work
■ Truck rental costs	■ A new childcare provider
■ Gasoline and other travel expenses	■ New school registration
■ New furniture and/or appliances	

You may only move to a different unit once a year. You may be allowed to move before your lease ends (after the initial lease term) if you and your landlord agree sign a mutual rescission. Other situations in which a move may be considered by NHA: if your landlord violates the agreement with NHA, if your unit no longer meets Housing Quality Standards and you did not cause the damage, or if you are a victim of domestic violence or if you are being threatened because you are a cooperating witness to a crime. To be allowed to move in any of these situations, you will have to provide documents that prove the situation applies to you.

Moving to a new home can be expensive and difficult, even if you aren't moving very far.

Never move without permission from NHA, if you want to stay on the HCV Program.

Portability

Once you have lived in your unit for a year, you can use your voucher to lease a unit anywhere in the United States, where there is an HCV program. If you would like to move to another area, you need to inform NHA at your annual recertification appointment. If you would like to exercise your right to portability at any other time after your first 12 months, you and the landlord will have to both agree to a mutual rescission to end your lease.

You will have to know where you want to move. NHA will contact the Housing Authority in the area you choose and issue a voucher to you. NHA will give you the contact information of the Housing Authority in the new area. It is very important that you contact the new Housing Authority as soon as possible.

The new Housing Authority will issue one of their vouchers to you once you arrive. At this point, the rules that have been established by the new Housing Authority apply to your search. This includes determining the size of your voucher, the maximum amount of the payment, eligibility for voucher extensions and a variety of other issues. It is important that you understand all of the new Housing Authority's requirements because it can affect your ability to lease a unit. If your voucher expires before you lease a unit, you will no longer be eligible for voucher assistance in NHA's program. If you change your mind and want to return, you must inform the new Housing Authority and the NHA before your voucher expires.

The new Housing Authority may choose to absorb you into their program. This means that you will now be subject to all the rules and regulations of the new Housing Authority.

If you and your household don't comply with the requirements of the family obligations, you may lose your voucher.

Your Rights and Responsibilities

Your Responsibilities — Participant Obligations

In the HCV program, you have certain responsibilities. These responsibilities are called participant obligations. If you and your household do not comply with the requirements of the participant obligations, you may lose your voucher. On the following pages are family obligations in two groups; things the family **MUST DO** and things the household **MUST NOT DO**.

Under the HCV Program participant's obligations, the family **MUST**:

- Supply any information that NHA or HUD determines to be necessary, including evidence of citizenship or eligible immigration status and information for use in a regularly scheduled re-examination or interim re-examination of household income and members (all information the participant supplies must be true and complete).
- Disclose and verify social security numbers, and sign and submit consent forms for obtaining information.
- Supply any information requested by NHA to verify that the household is living in the unit or information related to the family's absence from the unit.
- Promptly notify NHA in writing when the household is away from the unit for an extended period of time in accordance with NHA policies.
- Allow NHA to inspect the unit at reasonable times and after reasonable notice.
- Report all changes to the NHA within 10 calendar days; including but not limited to: income, assets, expenses, change in household members or change in marital status.
- Use the assisted unit for residence by the household (the unit must be the family's only residence).
- Promptly notify NHA in writing of the birth, adoption or court-awarded custody of a child. Request approval prior to adding any other occupant of the unit.
- Abide by the NHA Guest Policy.
- Do not allow anyone to receive mail at your assisted unit that is not on the lease.
- Promptly notify NHA in writing if any household member no longer lives in the unit.
- Give NHA a copy of any landlord eviction notice.
- Pay utility bills, and provide and maintain any appliances that the owner is not required to provide under the lease.

You MUST pay your utilities, and provide and maintain any appliances that the owner is not required to provide under the lease.

Under the HCV Program family's obligations, the household (including each household member) **MUST NOT**:

**You MUST
NOT damage
the unit or
premises
or permit any
guest
to damage
the unit or
premises.**

- Own or have any interest in the unit (other than in a cooperative or the owner of a manufactured home or 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 the unit, or assign the lease or transfer the unit.
- Receive HCV 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 HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother or any member of the family unless NHA 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.

Your Rights — Informal Hearing Procedure

Reasons for an Informal Hearing

NHA has an informal hearing procedure for you to dispute certain decisions about your voucher assistance. You may request an informal hearing to consider whether a NHA decision about your circumstances was made in accordance with the law, HUD regulations, and NHA policies. You may request an informal hearing for the following types of NHA decisions:

- Determination of the household's annual or adjusted income, and the use of such income to compute the housing assistance payment
- Determination of the appropriate utility allowance (if any) for the family-paid utilities from NHA's utility allowance schedule
- Determination of the family's unit size under NHA's Subsidy Standards
- Determination to terminate assistance to a participant because of a participant's action or failure to act
- Determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under NHA policy and HUD rules

NHA is **NOT** required to provide an opportunity for an informal hearing in the following instances:

- Discretionary administrative determinations by NHA
- General policy issues or class grievances
- Establishment of NHA's schedule of utility allowances for participants in the program
- Determination not to approve an extension or suspension of a voucher

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Informal hearing requests must be in writing and submitting within 10 calendar days of the original notice from our office.

- Determination not to approve a unit or tenancy
- Determination that an assisted rental unit is not in compliance with Housing Quality Standards
- Determination that a rental unit is not in compliance with Housing Quality Standards because of family size
- Determination not to exercise any right to remedy against the landlord under a HAP contract

Requesting an Informal Hearing

A request for an informal hearing must be made in writing and physically received by the PHA by the close of the business day no later than 10 calendar days from the date of the PHA's notification of denial or termination of assistance.

Informal Hearing Notifications and Procedures

Once you request an informal hearing, and it qualifies for an informal hearing opportunity, NHA will send you a letter. The letter will tell you if your request qualifies for a hearing. If your request qualifies for a hearing, the letter will inform you of the time, date, and place that the hearing will take place and the following information about the informal hearing process:

- At your own expense, you may be represented by a lawyer or other representative
- The person conducting the informal hearing will conduct the meeting according to NHA's established procedures
- Both you and NHA will be given the opportunity to present evidence, and may question any witnesses, but the rules of evidence for judicial proceedings are not applicable
- The person conducting the review will issue a written decision briefly stating the reasons for the decision. Factual determinations relating to the individual circumstances of you and your family shall be based on evidence presented at the hearing. A copy of the decision shall be furnished promptly to you.

Your Rights during the Foreclosure of a Rental Property

If you are living in a unit that receives a notice of foreclosure, federal law requires that the new owner allow you to stay until the end of your current lease, unless the new owner is going to live in the house.

Your Rights if You are a Victim of Domestic Violence

The Violence Against Women Act (VAWA) protects victims of domestic violence, dating violence, or stalking. If you are a victim of domestic violence, you cannot be denied voucher assistance, be evicted or lose your voucher assistance as a result of that violence. The following is an overview of VAWA requirements.

Eligibility Protection	NHA may not deny assistance or admission to an applicant on the basis of the applicant’s current or past status as a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission
Protection from Eviction or Assistance Termination	NHA may not terminate assistance to a participant in the HCV program on the basis of an incident or incidents of actual or threatened domestic violence, dating violence, or stalking against that participant
Eviction of Perpetrators	NHA may 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
Certification	A landlord, property manager, or NHA may ask that an individual certify, using a HUD-approved certification form or other documentation, that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident in question is a true incident of actual or threatened abuse
Confidentiality	All information provided to a landlord, property manager, or NHA under VAWA must be retained in confidence, unless disclosure is requested or consented to by the individual in writing, or required for use in an eviction proceeding or termination of assistance, or otherwise required by applicable law

For more details about VAWA and the rights of victims of domestic violence, refer to the Notice and Certification form on page 45 of this booklet.

Termination of Your Voucher

NHA may terminate voucher assistance for a participant because of the household's action or failure to act. NHA's policies for the termination of assistance are as follows:

- If NHA provides no HCV assistance for 180 consecutive calendar days, because the household's income has increased, the participant's assistance terminates automatically.
- The participant may request that NHA terminate their assistance at any time.

The following circumstances require **MANDATORY** termination of voucher assistance:

- Eviction from a unit for a serious or repeated violation of the lease.
- Failure of any family member to sign and submit any consent form required for re-examination.
- Failure to document citizenship.
- Failure to disclose and document Social Security numbers.
- Conviction of any household member of the manufacture or production of methamphetamine on the premises of federally assisted housing.
- Failure of students to meet ongoing eligibility requirements.
- Death of the sole family member
- Lifetime registration of any household member under a state sex offender registration program.
- Engagement of any household member in any illegal use of a drug or has a pattern of illegal drug or alcohol use that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
- Violation of the participant's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.

The following are other circumstances NHA may terminate a participant's assistance:

- The household violates any participant obligations.
- Any member of the household has been evicted from federally assisted housing in the last five years.
- Assistance has ever been terminated under the program for any member of the household.
- Any member of the household has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- The participant currently owes rent or other amounts to NHA or to another housing authority in connection with Section 8 or public housing assistance under the 1937 Housing Act.
- The participant has not reimbursed any housing authority for amounts paid to a landlord under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease.
- The participant breaches an agreement with NHA to pay amounts owed to NHA.
- The family has engaged in or threatened abusive or violent behavior toward NHA personnel.
 - Abusive or violent behavior towards NHA personnel includes verbal, as well as physical, abuse or violence.
 - Use of racial epithets or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- Violations of NHA Guest policy: Including but not limited to allowing someone to get mail at your assisted address.
- The family receives duplicate rental assistance or subleases the unit.
- Receiving out of state government benefits while receiving NHA rental assistance.
- NHA determines there is a shortage of funding.
- The family fails to keep an appointment or to supply information required by a deadline without notifying NHA.

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

Things that a home must have in order approved by the PHA, and

Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

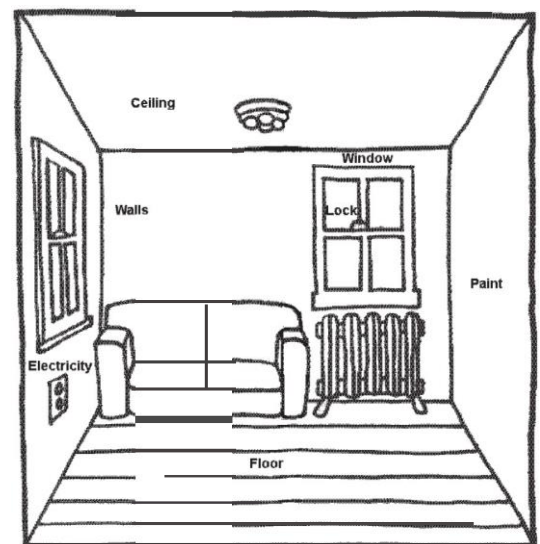
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

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



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.

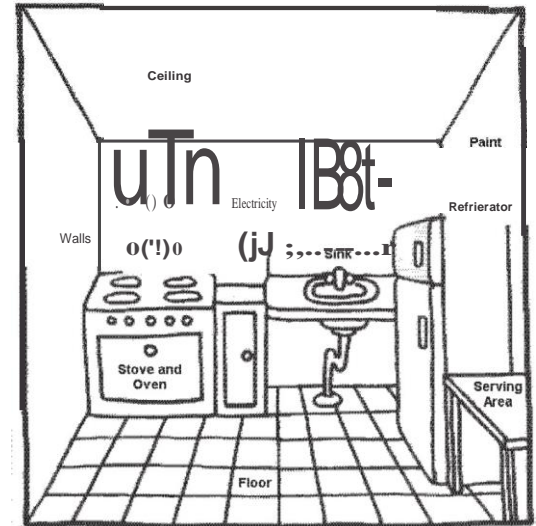
Refrigerator

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.

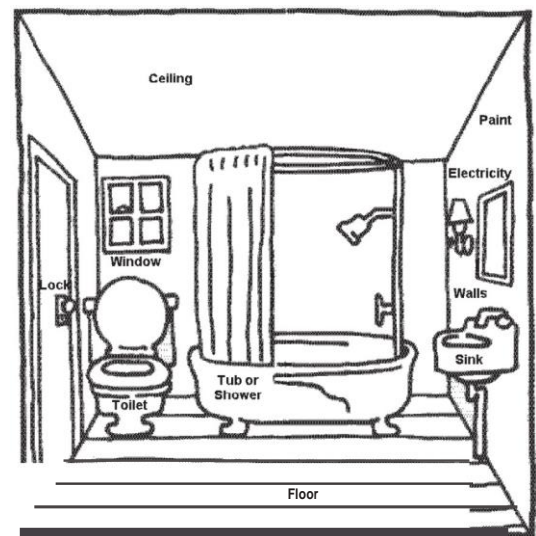
Sink

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

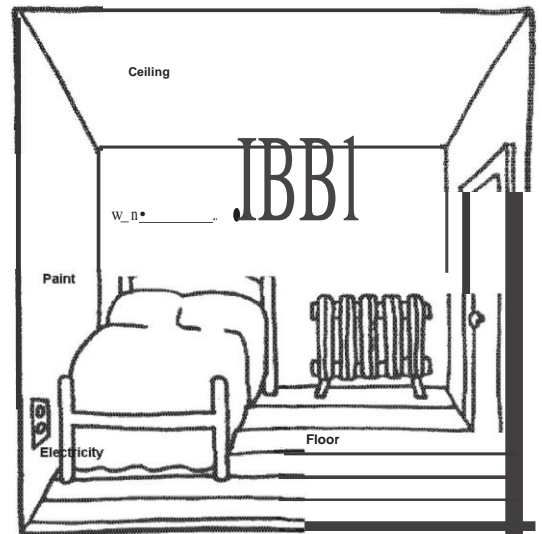
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- 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.

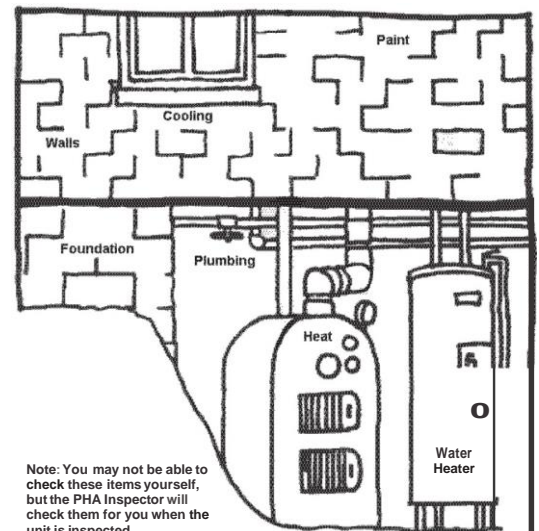
Heat

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 affect on utility costs.
 - Is there insulation?
 - Are there storm windows?
 - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
 - Will the unit be cool enough for you in the summer?



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

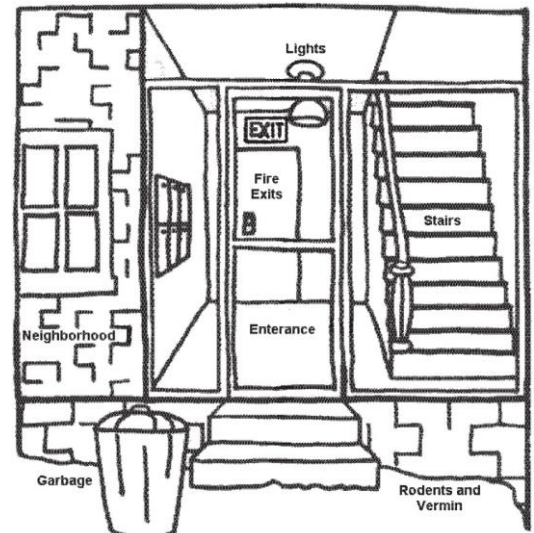
No sign of rats or large numbers of mice or vermin (like roaches).

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

Responsibilities of the owner:

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



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?

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



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

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



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



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



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

Lead Gets in the Body in Many Ways

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

People can get lead in their body if they:

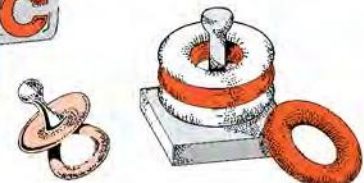
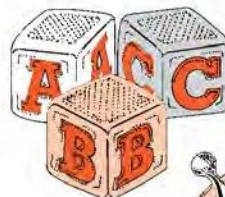
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

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.



View and print online: http://www.fsa.usda.gov/Internet/FSA_File/pfflinyhbrochure.pdf

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.

1

2

Lead's Effects

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

In children, lead can cause:

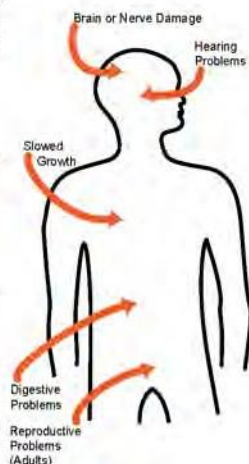
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

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



Lead affects the body in many ways.

3

Identifying Lead Hazards

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

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

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

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

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

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

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

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

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

5

Where Lead-Based Paint Is Found

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

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

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

Checking Your Family for Lead

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

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

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

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

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

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Checking Your Home for Lead

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

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

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

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

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



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

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

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What You Can Do Now To Protect Your Family

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

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



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Remodeling or Renovating a Home With Lead-Based Paint

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

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

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



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



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Reducing Lead Hazards In The Home

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

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



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

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

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

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

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

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Other Sources of Lead



- ◆ **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.



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For More Information

The National Lead Information Center

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



EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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



Health and Environmental Agencies

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

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

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CPSC Regional Offices

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

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

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June 2003

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EPA Regional Offices

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

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (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-12B
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

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Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

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



U.S. Department of Housing and Urban Development

View and print online: <http://www.slha.org/wp-content/uploads/2014/03/Fair-Housing.pdf>

Contact Indiana Civil Rights Commission: 317-232-2600

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 Courthouse Street, Room 321
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

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

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 Wansmaker 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

For Alabama, the Caribbean, Florida, Georgia, Kentucky, Mississippi, 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

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 2101
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

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

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

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 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: 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

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

If after contacting the local office nearest you, you still have questions – you may contact HUD further at:
U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, SW, 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

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."

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

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

Best time to call _____
 Your Daytime Phone No. _____
 Evening Phone No. _____

Contact's Name	P. J. Miller, 3111
Daytime Phone No.	Evening Phone No.
Contact's Name	Best Time to call
Daytime Phone No.	Evening Phone No.

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.

OMB Approval No.2529-0011 (p. 1/3112011)

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

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

Is it because of your:

.race .color .religion .sex .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.

Who do you believe discriminated against you?

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

Identify who you believe discriminated against you.

Name

Address

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?

Enter the date

___/___/___

Is the alleged discrimination continuing or ongoing?

Yes ☐ No ☐ Don't Know ☐

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:

_____ Telep on*

Street

CITY

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.

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial

term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a Maintenance

- (1) The owner must maintain the unit and utilities in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building, confirmed 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 FHA, 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 effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (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 break 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 otherwise 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 FHA 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 FHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the FHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the FHA 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 FHA 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 FHA-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.

16. Notices

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 may 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 FHA-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.



RHIIP

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)**

View and print online: http://www.slha.org/wp-content/uploads/2014/03/EIV_You.pdf

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.



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 Carefull!

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. You can write the Hotline at:



HUD OIG Hotline, GFI
451 7th Street, SW
Washington, DC 20410

December 2005

NOTICE TO HOUSING CHOICE VOUCHER APPLICANTS AND PARTICIPANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

Protections for Victims

If you are eligible for a Section 8 voucher, the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, sexual assault or stalking.

If you are the victim of domestic violence, dating violence, sexual assault or stalking, you cannot be terminated from the Section 8 program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

Reasons You Can Be Evicted

You can be evicted and your rental assistance can be terminated if the housing authority or your landlord can show there is an actual and imminent (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking committed against you. The NHA and your landlord cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

Removing the Abuser from the Household

Your landlord may split the lease to evict a tenant who has committed criminal acts of violence against your family members or others, while allowing the victim and other household members to stay in the assisted unit. Also, the NHA can terminate the abuser's Section 8 rental assistance while allowing you to continue to receive assistance. If the landlord or NHA chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.

Moving to Protect Your Safety

The NHA may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligation in the housing choice voucher program. The NHA may ask you to provide proof that you are moving because of incidences of abuse.

Proving That You Are a Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

The NHA and your landlord can ask you to prove or "certify" that you are a victim of domestic violence, dating violence, sexual assault or stalking. The NHA or your landlord must give you at least 14 business days (i.e., Saturdays, Sundays, and holidays do not count) to provide this proof. The NHA and your landlord are free to extend the deadline. There are three ways you can prove that you are a victim:

- ▶ Complete the certification form given to you by the NHA. The form will ask for your name, the name of your abuser, the abuser's relationship to you, the date, time, and location of the incident of violence, and a description of the violence.
- ▶ Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents or domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents or abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing "under penalty of perjury".
- ▶ Provide a police or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the landlord may evict you, and the NHA may terminate your rental assistance.

Confidentiality

The NHA and your landlord must keep confidential any information you provide about the violence against you,

- ▶ You give written permission to the housing authority or your landlord to release the information.
- ▶ unless:
 - ▶ Your landlord needs to use the information in an eviction proceeding, such as to evict your
 - ▶ abuser. A law requires the NHA or your landlord to release the information.

VAWA and Other Laws

VAWA does not limit the NHA's or your landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

For Additional Information

If you have any questions regarding VAWA, please contact the NHA at 317-773-5110

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800787-3224 (TTY).

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

VAWA defines *dating violence* as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *sexual assault* as "any non-consensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines *stalking* as

- (Ai) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or (Aii) To place under surveillance with the intent to kill, injure, harass, or intimidate another person; **and**
- (B) In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

Disclaimer: The NHA has prepared this notice for information purposes only. It should not be used as a legal guide. If you have specific legal questions concerning your unique situation, you should consult an attorney or legal aid to assist you.

**CERTIFICATION OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

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

OMB Approval No. 2577-0249

Exp. (07/31/2017)

Purpose of Form: The Violence Against Women Reauthorization Act of 2013 ("VAWA") protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

Use of Form: This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as "Victim") has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

Confidentiality: All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

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

Date Written Request Received by Victim: _____

Name of Victim: _____

Names of Other Family Members Listed on the Lease: _____

Name of the Perpetrator*: _____

***Note:** The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

Perpetrator's Relationship to Victim: _____

**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
Occurred:** _____

Location of Incident(s): _____

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature _____ Executed on (Date) _____

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. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

NOBLESVILLE HOUSING AUTHORITY

Serving Hamilton County

320 Kings Lane
Noblesville, IN 46060-2423
Phone: 317-773-5110
Fax: 317-774-0079

Office Hours: Currently by appointment only Tuesday, Wednesday & Thursday, 8:00 am to 4:30 pm
Secure drop box for documents located to the right of the front door.

Housing Choice Voucher Staff:

Aimee Jacobsen, Executive Director	ajacobsen@gonha.org Phone extension 4
Occupancy Specialist/Inspector	Section8@gonha.org Phone extension 3
Melinda Watson, Occupancy Specialist	mwatson@gonha.org Phone extension 2
Receptionist/General Messages	info@gonha.org Phone extension 1

AFTER THE BRIEFING, YOUR NEXT STEPS:

1. Select a unit of your choice which will meet the Housing Quality Standards (HQS) and Gross Rent Limit.
2. Submit your completed Request for Tenancy Approval (RTA) to Noblesville Housing Authority

NOBLESVILLE HOUSING AUTHORITY SUPPORTIVE SERVICE PROVIDERS

CICOA The Access Network (Nonprofit agency providing aging & disability resources to Hamilton County) www.cicoa.org

1755 Kingsway Drive, Ste 200

Indianapolis IN 46205

PH: 317-254-5465

ASPIRE INDIANA (Fully integrated health system that addresses behavioral health, primary care, substance use disorders, and the social determinants of health, including housing and employment. They also provide HIV services, deaf services, veterans programs, and advocacy for abused and neglected children.)

17840 Cumberland Rd

Noblesville IN 46060

PH: 317-773-6864

JANUS DEVELOPMENTAL SERVICES (Services for adults with disabilities) www.janus-inc.org

1555 Westfield Road

Noblesville IN 46060

317-773-8781

SHEPHERD'S CENTER (Programs for senior adults) www.shepherdscenterofhamiltoncounty.org

347 S 8TH Street, Ste B

Noblesville IN 46060

PH: 317-674-8777

GOOD SAMARITAN NETWORK (Energy Assistance, client assistance, referrals) www.gsnlive.org

12933 Parkside Dr.

Fishers IN 46038

PH: 317-842-2603

HAMILTON COUNTY DIVISION OF FAMILY RESOURCES (SNAP, TANF)

1101 S. 10th Street

Noblesville IN 46060

PH: 800-403-0864

PREVAIL (Crisis intervention and restorative support services for adult, adolescent and child survivors of crime and abuse.) www.prevailinc.com

942 N 10th Street

Noblesville IN 46060

PH: 317-773-6942



LANDLORDS ACCEPTING SECTION 8 HOUSING CHOICE VOUCHERS**Low-Income Housing Tax Credit (below market rate) Rental Properties in Hamilton County****Carmel**

Homeplace Garden Apartments	317-758-5180	1, 2	106th near McPherson (55 and older)
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Noblesville

Greystone of Noblesville	317-770-9217	1, 2, 3	7160 Oxfordshire Blvd
Princeton Lakes Apartments	317-774-1820	1, 2, 3	SR 32 & SR 37 North
Deer Chase Apartments	317-773-6800	1, 2, 3, 4	14677 Gallant Fox Dr.
Meredith Meadows Apartments	317-794-2267	1, 2	15367 Meredith Meadows Dr. E (55 and older)
Roper Lofts	317-758-5180	1	347 S. 8th St.
Pebble Brook Garden Apartments	317-758-5180	2	Pebble Brook Blvd & Longview Dr. (55 and older)
Plum Tree Gardens Apartments	317-758-5180	2	564 South St. (55 and older)
<i>Coming Soon - Pebble Village Townhomes</i>	not yet available	2, 3	Near SR 32 and Little Chicago Rd.

Westfield

The Commons at Spring Mill	317-804-7550	1, 2, 3	17308 Cayuga Dr.
Casey Acres Apartments	317-804-7024	1, 2, 3, 4	1270 Sabrina Way
Valley Farms Apartments	317-896-3010	1, 2, 3, 4	1001 S. Union St.

Fishers

Cumberland Crossing	317-594-8803	1, 2, 3	10225 Stage Coach Trail
SouthPointe Village	317-570-1970	1, 2	11144 Lantern Road

Cicero

Cicero Village Apts	317-984-5326	1, 2	490 S. Harrison St.
Lakeside Gardens of Cicero	317-758-5180	2	Flanagen Ave. & SR 19 (62 and older)

Sheridan

Blackhawk Commons	317-650-8317	1, 2, 3	309 White Ave.
Spicewood Garden Apartments	317-758-5180	2	901 Basil Ln. (55 and older)

For other Low-Income Housing Tax Credit Properties in Indiana, contact IHCDA at 317-232-777 or visit <http://ihcda.in.gov>