

FRESNO VIBRANT
COMMUNITIES
QUALITY HOUSING **HOUSING** ENGAGED
HOUSING RESIDENTS

Voucher Program Guidebook

Assisted Housing Division

8/30/2022



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Welcome Introduction

Congratulations! You are half way through the process of receiving your Housing Choice Voucher assistance.

The voucher program is designed to help move you into affordable housing and subsidize your rent through federal Housing Assistance Payment dollars. You are encouraged to move in, up and out of the program by using the dollars you are saving to pay your rent, and to redirect those savings towards a goal of reaching self-sufficiency.

RENTCAFE PORTAL

The Rent Café portal is for both applicants and residents. You can access it to view which interest lists you are on, income you've reported, update changes, etc. Please ensure you keep all of your information current. For example, update changes to your address, phone number, household members, income, etc. You may access your portal by logging in @ www.fresnohousing.org/residentportal

PLAN FOR SUCCESS During your Unit Search

We encourage you to use your voucher where you currently live if the unit is decent, safe, and sanitary. If you are not in a position to stay in that unit, you need to plan on covering costs for items such as:

- 1) **Security Deposits for the Unit, Electricity, Phone, and Cable**
- 2) **Application Fees:** Fees average \$35 to \$50 per adult.
- 3) **Mail Key:** Up to \$50 for the lock for some places. Ask upfront.
- 4) **Credit Report:** There may be a fee for a credit report, but most important, know what your credit report and score is before you apply for other units as a poor credit score/history may prevent you from securing housing.

How the program works.

Fresno Housing (FH) administers the Housing Choice Voucher Program (HCV) under the guidance of the Department of Housing and Urban Development (HUD). The program provides rental subsidy assistance to low-income families who live in the City and County of Fresno and to families with assistance in other parts of the United States of America who wish to transfer their assistance to this area.

FH qualifying families will be issued a voucher according to their family size along with a Request for Tenancy Approval (RFTA).

The family must find an acceptable place to live. The family and the owner must complete and return the RFTA form to FH before the voucher expires.

Next, FH must approve the rent, the owner, and the property. The owner must sign a contract with FH. The owner and tenant must sign a lease with the same terms and conditions as the contract.

The owner will collect two payments each month; one from FH and one from the family. FH pays the rental assistance directly to the owner on behalf of the families who qualify for the program and who live in the approved rental units.

When FH approves the housing unit, the family and the landlord sign a lease and, at the same time, the landlord and FH sign a housing assistance payments (HAP) contract that runs for the same term as the lease. This means that everyone -- tenant, landlord and FH -- have obligations and responsibilities under the voucher program.

The family must follow the rules of the program in order to continue receiving assistance each month. Please read the **Family Responsibilities (next page)** thoroughly.

FH will make every effort to inform the families of the laws that govern the program and to advise you of how these laws affect you. It is very important to ask questions if you are not sure of something since federal regulations are not always easy to understand.

The program is designed to create a successful partnership between FH – the Property Owner/Landlord – and most importantly YOU!



Your Search for Housing

Finding and securing a rental unit is almost like going on a job interview. You want to make a positive impact with the people you meet.

- Tip 1: If at all possible, lease in your current unit.
- Tip 2: Search for available units by using the vacant unit listing provided by FH at www.gosection8.com. There are also a number of other resources out there such as www.rent.com and www.apartments.com, in addition to the classified section of the Fresno Bee.
Also consider schools, if you have school-aged children; Safety; Work; Child Care; and Public Transportation in your housing search.
- Tip 3: Visit the area you are interested in renting during the day and night so you don't encounter any surprises.
- Tip 4: Dress as though you are going on a job interview. Remember that first impressions are very important.
- Tip 5: Don't bring friends or relatives who won't be living in the unit with you to the interview. Try to find someone to babysit the kids. If it is possible, arrange to meet with the landlord on a one-on-one basis, free from distractions.
- Tip 6: Be prepared to complete the rental application. The landlord will be impressed with how organized you are. Use the following check list as your guide.
 - Be prepared to pay an application fee.
 - Bring your own pen.
 - Bring California ID and/or Driver's License for each adult member of the household.
 - Be prepared to know your present address, and previous addresses, including how long you lived there and the landlord's name and phone number.
 - Be prepared to know the following for each household member:
 - names,
 - dates of birth,
 - social security numbers,
 - driver's license numbers,
 - employer's name
 - employer's address and phone number
 - how long you worked with that employer
 - monthly gross income
 - Be prepared to know the make and model of your vehicle(s).
 - Be prepared to have personal references on hand.

Important Next Steps: Searching for Housing

Begin searching for housing immediately. Visit www.affordablehousing.org available units.

Be sure to request a voucher extension if your voucher is close to expiring and you have been unable to locate a unit. (Voucher Extension form is found in your RFTA Packet) and email to HCVresidents@fresnohousing.org

Return completed RFTA packets via **email to hcvleasing@fresnohousing.org or drop box located outside of 1331 Fulton Street, Fresno, CA 93721.**

- Make sure all forms are signed and completed by both the applicant/participant **and** the owner.
- The rent must meet rent reasonableness criteria and the unit must be affordable.
- Once, the RFTA is completed correctly with all the required attachments, FH will request an inspection to be scheduled within 15 calendar days.

All of the following must be completed before the beginning of the initial term of the lease for a unit:

- FH has inspected the unit and has determined that the unit satisfies HQS
- The landlord and tenant have executed the lease (including the HUD tenancy addendum, and the lead-based paint disclosure)
- FH has approved leasing of the unit in accordance with program requirements.

Voucher Term & Extension Policy

The Housing Choice Voucher is issued initially for at least 60 days. The voucher is your official document which authorizes you to look for an eligible rental unit. It specifies:

The level of subsidy your family qualifies for: Appears as a Voucher/Bedroom Size. (See Subsidy Standards below.)

The voucher issuance and expiration date:

- FH issues the voucher for a minimum of 60 days.
- Extensions are granted upon the following conditions only:

Any requests for an extension of the voucher term period must be made **PRIOR** to the expiration date of the voucher. Extensions may be granted with supervisory approval at the discretion of FH, primarily for, but not exclusive of, any of the following reasons:

- It is necessary as a reasonable accommodation for a person with disabilities,
- Extenuating circumstances such as illness, hospitalization or a family emergency, which affected the family's ability to find a unit within the voucher time period;
- The family can show evidence through a completed search record that they were unable to locate a unit;
- Family size or other special requirements made finding a unit difficult.

FH may request proof to substantiate the need for an extension. The family may request one or more extensions. Request for Voucher Extension form is included in your RFTA packet for your convenience.

Additional Information found on the HUD form 52646 Voucher:

Section (1) states that your family is eligible to participate in the housing choice voucher program and how the program works.

Section (2) states that the housing authority expects to have funds available to assist the family, however the HA is under no obligation and that the voucher does not automatically give the family any right to participate in the program.

Section (3) states that the family must turn in an RFTA and a copy of the lease in accordance with housing authority policy.

Section (4) specifies the Obligations of the Family.

Section (5) contains information about illegal discrimination:

If the family has reason to believe that, in the search for suitable housing, the family has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with the HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

Section (6) states that the voucher will expire on the date stated in item 3 on the top of page one of the voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher.

Voucher Housing Choice Voucher Program		U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0169 Exp. 07/31/2023
<p><small>Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. Assurance of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). This information is used to authorize a family to look for an eligible unit and specifies the case of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.</small></p> <p><small>Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the case of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.</small></p>			
<p><small>Process your written document before completing form. Fill in all circles below. Type or print clearly.</small></p>			Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size	2. Issue Date (mm/dd/yyyy)	3. Expiration Date (mm/dd/yyyy)
2. Date Voucher Issued (mm/dd/yyyy) <small>Insert actual date the Voucher is ISSUED to the Family.</small>	3. Date Voucher Expires (mm/dd/yyyy) <small>Must be at least 90 days after date issued.</small>	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative		6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		8. Signature of PHA Official	Date Signed (mm/dd/yyyy)
8. Name and Title of PHA Official		9. Signature of PHA Official	
<p>1. Housing Choice Voucher Program</p> <p>A. The public housing agency (PHA) has determined that the above named family (see 1) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payment (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.</p> <p>B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.</p>			
<p>2. Voucher</p> <p>A. When issuing this voucher the PHA expects that if the family finds an appropriate unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.</p> <p>B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.</p> <p>C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.</p>			
<small>Previous edition obsolete</small>		<small>Page 1 of 3</small>	
<small>Form HUD-62646 (07/2019)</small>			

Calculating Your Rent

Three key ingredients play a part towards determining the amount of subsidy Fresno Housing will contribute towards your rent:

Subsidy Standard

Payment Standard

Utility Allowance

1. Will the tenant's total family contribution exceed 40% of their monthly adjusted income?

\$_____ Payment Standard

– \$_____ TTP (This is "typically" the 30% on your RFTA.)

= \$_____ Maximum FH Subsidy

For PAYMENT STANDARD, use the lower of the Payment Standard amount for either:

- 1) the voucher size you were issued
- "OR"
- 2) the Size of the unit you are going to rent.

The family may pay the higher of:

- 10% of the annual gross income
- 30% of their monthly adjusted income
- FH's minimum rent of \$50 (when the family's 30% is less than \$50).
- The term "minimum rent" can be misleading. It does not mean the tenant will pay \$50.
- Non-Citizen Mixed Family Pro-Rate (See your worker for this calculation)

CALCULATE Tenant Rent:

\$_____ Enter the Full Rent the Owner is Requesting

– \$_____ Maximum FH Subsidy (From the calculation above)

= \$_____ Tenant's Portion of Rent

First, let's define "Total Family Contribution."

This is not the tenant's portion of rent. Total Family Contribution is the total amount the family will have to pay to the owner in rent **PLUS** utilities. Note: Because it is not known what utilities the family will be responsible for, or if the unit has gas or electric appliances, central air versus a swamp cooler, etc., the online calculator will calculate the utility allowance amount.

The families Total Family Contribution CANNOT exceed 40% of their annual monthly adjusted income when they begin receiving assistance and when they move.

In order to assist you and the prospective owner in determining if the rent he/she is asking for is affordable, you can use our online calculator.

Online Calculator: <https://fresnohousing.org/residents/rent-affordability-calculator-4-7-2022/>

OR by going to www.fresnohousing.org > Menu > Residents > Rent Affordability Calculator

This calculator cannot be used in all cases. Call your worker for a calculation if you are a family with:

- Minimum Rent Restriction (30% is less than \$50).
- Citizen/Non-Citizen Mixed Family Household,
- Receiving General Relief

The Manual Calculation is as follows:

<p>\$ _____</p> <p>↑</p>	<p>Enter the Payment Standard for the smaller of:</p> <ul style="list-style-type: none"> • the Voucher Size Issued, • or the Unit Size. 	<p>\$ _____ (1)</p> <p>\$ _____ (2)</p> <p>\$ _____</p>	<p>Enter the Utility Allowance. Use Utility Allowance Schedule & WGS data</p> <p>Enter the rent the owner is requesting.</p> <p>Add the amounts in (1) & (2) to get the GROSS RENT - This amount cannot exceed the payment standard.</p>
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Gather this information before using the calculator:

TTP/30% ?	<input type="text"/>	Property Type	<input type="text"/> ▾
Proposed Rent	<input type="text"/>	Will the applicant pay for Gas & Electric costs?	<input type="text"/> ▾
City	<input type="text"/> ▾	Which services (if any) will the applicant pay for?	<input type="checkbox"/> Water <input type="checkbox"/> Sewage <input type="checkbox"/> Trash
Voucher Size ?	<input type="text"/> ▾	Which appliances (if any) will the applicant provide?	<input type="checkbox"/> Stove/Range <input type="checkbox"/> Refrigerator
Number of Bedrooms	<input type="text"/> ▾		

CALCULATE

TTP/30% found on RFTA Supplemental Form

Sample Results Screen (Eligible Unit)

RESULTS

The applicant is tentatively eligible for the proposed contract rent.

TTP/30%	\$1364	Stove/Range	\$0
40%	\$1818	Refrigerator	\$0
Gas & Electric	\$110	Utility Allowance	\$210
Water	\$41	Proposed Rent	\$1250
Sewer	\$26	Housing Authority Estimated Rent Portion	\$-114
Trash	\$33	Tenant Estimated Rent Portion	\$1364

RECALCULATE?

PRINT RESULTS

The Housing Authority will apply a rent reasonableness test to every new lease and contract, therefore, proposed rent amounts requested by the owner are not guaranteed. Calculated amounts as they appear on the Maximum Affordability Test are not guaranteed. Payment Standards and Utility Allowances are subject to change. Calculations cannot be applied to tenants with minimum rent restrictions, citizen/non-citizen households, or with single households receiving General Relief income.

Result: "Estimated" Rent is calculated

Sample Results Screen (Ineligible Unit)

RESULTS

The applicant is NOT eligible for the proposed contract rent.

TTP/30%	\$1364	Stove/Range	\$0
40%	\$1818	Refrigerator	\$0
Gas & Electric	\$110	Utility Allowance	\$210
Water	\$41	Proposed Rent	\$1500
Sewer	\$26	Maximum Affordable Proposed Rent	\$1494
Trash	\$33		

RECALCULATE?

PRINT RESULTS

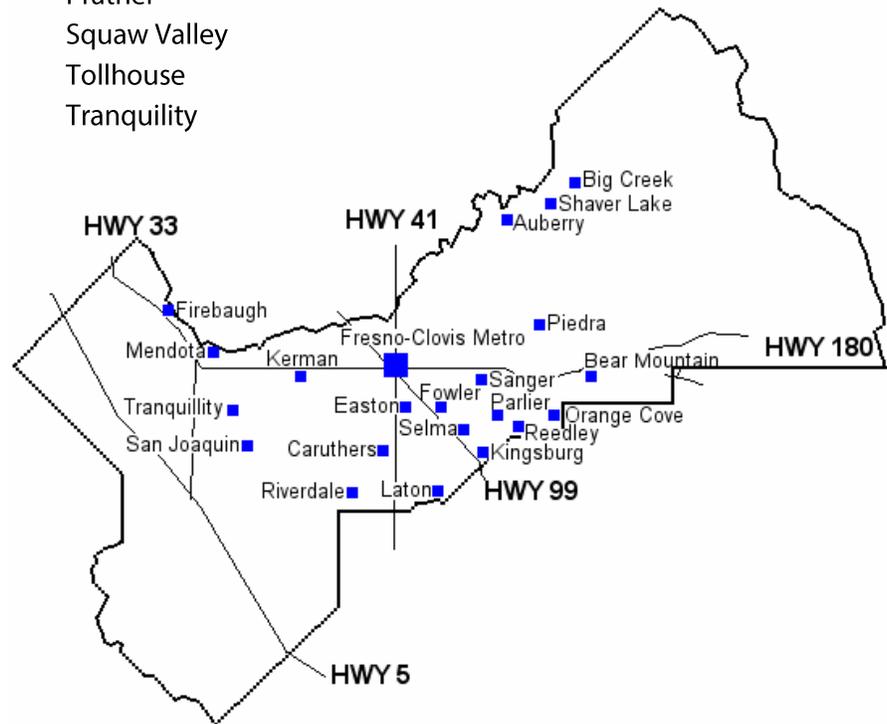
The Housing Authority will apply a rent reasonableness test to every new lease and contract, therefore, proposed rent amounts requested by the owner are not guaranteed. Calculated amounts as they appear on the Maximum Affordability Test are not guaranteed. Payment Standards and Utility Allowances are subject to change. Calculations cannot be applied to tenants with minimum rent restrictions, citizen/non-citizen households, or with single households receiving General Relief income.

Please note: This is the same tool the case worker will use when determining whether this unit is affordable for you or not. We recommend that you use it before turning in your RFTA to avoid further delays. In addition, to ensuring that the unit is affordable for you, Fresno Housing will also need to ensure that the rent proposed by the owner is reasonable.

Where the family may lease a unit

Cities in Fresno County (See Portability on how to lease outside of Fresno County)

- | | | |
|-------------|--------------|------------------|
| Clovis | Auberry | Mono Hot Springs |
| Coalinga | Big Creek | Piedra |
| Firebaugh | Biola | Prather |
| Fowler | Burrel | Squaw Valley |
| Fresno | Cantua Creek | Tollhouse |
| Huron | Caruthers | Tranquility |
| Kerman | Del Rey | |
| Kingsburg | Dunlap | |
| Mendota | Easton | |
| Orange Cove | Five Points | |
| Parlier | Friant | |
| Reedley | Helm | |
| Sanger | Hume | |
| San Joaquin | Lakeshore | |
| Selma | Laton | |



Expanding Housing Opportunities

Advantages of moving to areas of low-poverty concentration

How do you find a decent place to live? What should you look for?

Moving to areas of opportunity has important benefits to Housing Choice Voucher participants. HUD research has shown that families with children moving from communities with high poverty concentration to low poverty communities tend to perform better in school; i.e., better grades, low drop-out rates, and college attendance rates are higher. Families have reported greater employment opportunities and reduced crime rates when moving to areas of opportunity.

Refer to Maps A and B for maps of high poverty concentration.

Portability

You can take your Housing Choice Voucher anywhere within the United States, including Hawaii and Puerto Rico. This is called Portability. Another example of moving to areas of opportunity can be if you have to move due to a new job in another county or state.

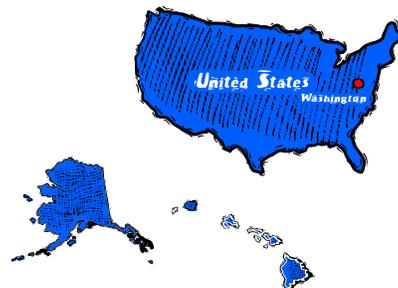
Contact Information for Public Housing Agencies (PHA's) may be found on the HUD website. https://www.hud.gov/program_offices/public_indian_housing/pha/contacts

Portability applies to families moving out of or moving into a housing authority's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of FH's jurisdiction. The unit may be located anywhere in the USA in the jurisdiction of a Housing Authority with a tenant-based assistance program. The size of voucher you qualify for may change from one Housing Authority to another based on the Housing Authority's subsidy standard policies. i.e. Families may be eligible for a 3-bedroom voucher in Oakland, however once they port-in to Fresno; they may now only qualify for a 2-bedroom unit based on two persons per bedroom policy. This would also apply to the Payment Standards.

Who qualifies for portability

A voucher holder or participant family has the right to receive tenant-based voucher assistance to lease a unit outside the housing authority's jurisdiction within the limitations of the regulations.

If the family moves out of Fresno County they must also meet the eligibility requirements of the Receiving Housing Authority.

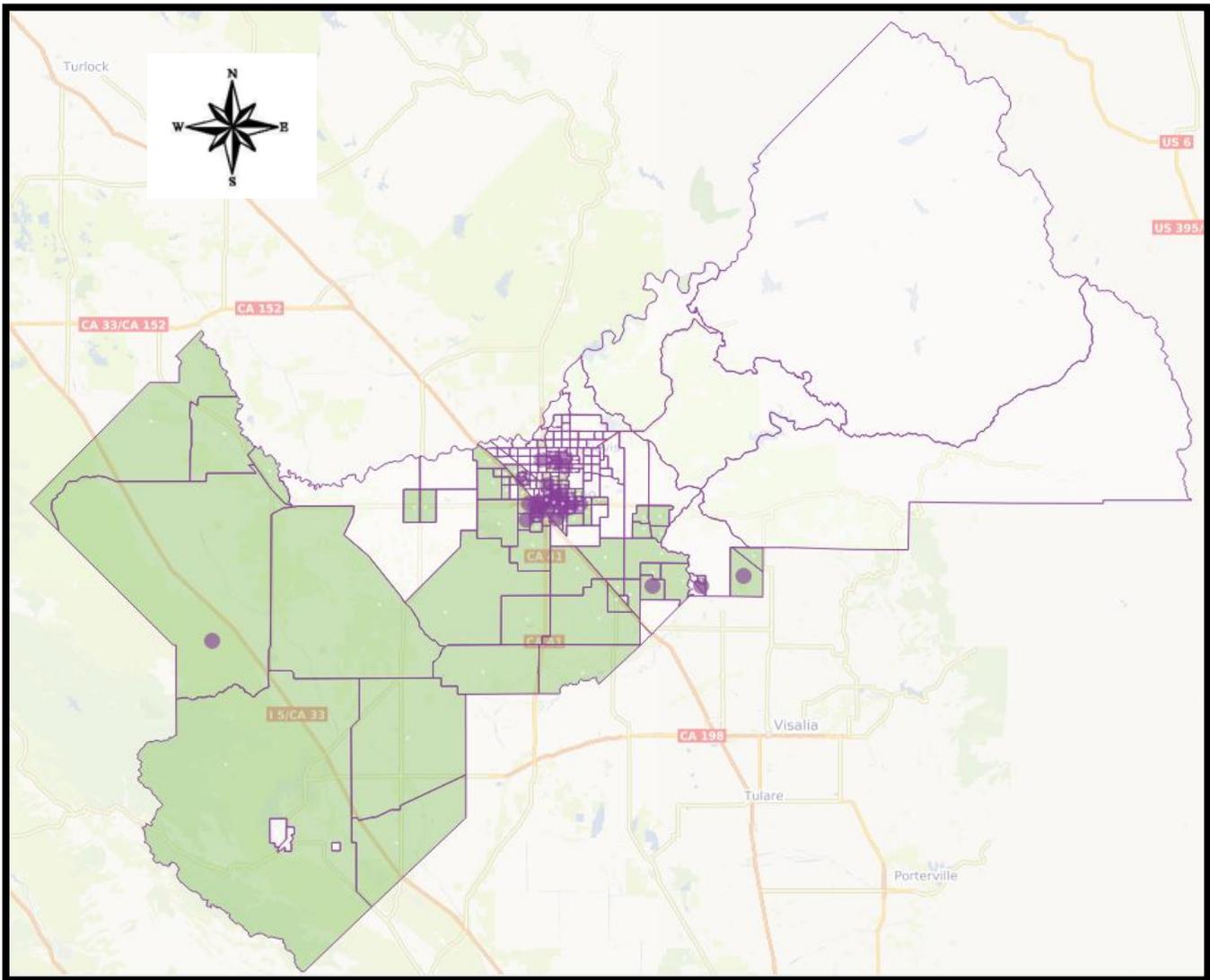


Who doesn't qualify for portability

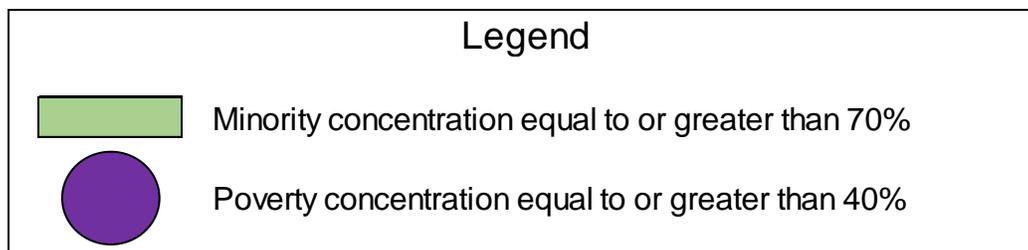
If the head, or spouse, of the assisted family does not have a legal residence in the jurisdiction of the HA at the time of its application, the family will not have any right to portability until after the family has leased up for a year within the jurisdiction of the initial HA.

When the family has been leased up for one year and requests to port-out, the family must be compliant with all their family obligations.

Map B: Areas of Minority and Poverty Concentration, the City of Fresno



Map B: U.S. Census Bureau (2015). Minority and Poverty rates, 2010-2015 American Community Survey 5-year estimates.



Units Available List

Fresno Housing provides a rental listing that is maintained by owners with rental properties available to Section 8/Housing Choice Voucher holders throughout the City and County of Fresno. The list also includes units that are handicap accessible. The rental listing is available at www.affordablehousing.com.

LEASE REQUIREMENTS

Make sure the unit you select meets the needs for you and your family. You are required to stay in the unit for a **minimum of one year before you can move and transfer your assistance to another unit**. You should consider the costs of moving and ensure the unit will meet your needs long term.

- 1) The rent should be no more than 25-30% of your annual income. Please use the affordability calculator on the website. (I don't know the website address.)
- 2) The owner may NOT charge you a different rent from open market tenants. There is no such thing as a separate rent for Housing Choice Voucher/Section 8 tenants.

Read your lease

- a) Look for any additional fees or penalties that may be reflected in the lease that your landlord may have failed to mention.
 - b) Make sure the lease indicates which utilities will be paid for by the landlord and which ones you will be responsible for. Also, beware of what appliances are to be provided by the owner and which appliances you provide.
 - c) Make sure you understand how maintenance repairs will be handled.
 - d) **ASK QUESTIONS if you are not clear on any part of the Lease.**
- 3) Separate Agreements:
 - a) A side payment for additional rent, for items normally included in the rent of unassisted families, or for items not shown on the approved lease **is illegal**.
 - b) Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by Fresno Housing (FH).
 - c) Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. If there is to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.
 - 4) FH is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.
 - 5) If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. All agreements for special items or services must be attached to the lease approved by FH. If agreements are entered into at a later date, they must be approved by the FH and attached to the Lease.

Explanation of how FH determines the amount of the Housing Assistance Payment (HAP)

There are three key ingredients that play a part towards determining the amount of subsidy Fresno Housing will contribute towards your rent:

(1) Subsidy Standards

(2) Payment Standards

(3) Utility Allowance

Subsidy Standards

The subsidy standards must provide for the smallest number of bedrooms (referring here to the subsidy) needed to house a family without overcrowding.

FH does not determine who shares a bedroom / sleeping room. FH's subsidy standards for determining the family unit size shall be applied in a manner consistent with Fair Housing guidelines. **Standards relate to the amount of subsidy, not the family's actual living arrangements.**

Voucher Size	Persons in Household Minimum#	Persons in Household Maximum #
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	4	6
4 Bedrooms	6	8
5 Bedrooms	8	10
6 Bedrooms	10	12

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

HUD regulations stipulate the following about FH's subsidy standards:

- The subsidy standards must provide for the smallest number of bedrooms (referring here to the subsidy) needed to house a family without overcrowding.
- They must be consistent with space requirements under HQS.
- They must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home up to 18 months, due to placement in foster care should be considered a member of the family.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by FH to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size. FH will not approve an unidentified live-in aide; nor a larger unit than the family qualifies for under FH subsidy standards, for an unidentified aide.

FH will allocate a separate bedroom to the head of household (with co-head (spouse or partner), if any) and one bedroom to every two persons, thereafter.

- Live-in aides will be provided a separate bedroom if the assisted unit is the aide's principle residence. No additional bedrooms are provided for the aide's family.
- Additional family members of the live-in aide may not be approved if it would result in a violation of HQS.
- A single person will be allocated a one-bedroom voucher.

Exceptions to Subsidy Standards

FH may grant an exception upon request as an accommodation for persons with disabilities. Circumstances must dictate a larger size than the subsidy standards permit when persons cannot share a bedroom due to a documented need, such as:

- A verified medical or health reason;
- Elderly persons or person with disabilities who may require a live-in attendant; or
- An exception may be granted, (cases are decided on a case-by-case basis), if there is a medical need for an extra bedroom for medical equipment, which is documented by a health care provider. When considering the necessity of a larger subsidy for medical equipment, all living and sleeping rooms in the unit must be insufficient to meet the disabled person's need.

When an exception to the subsidy standards is approved to accommodate a live-in aide or medical equipment such use will be verified by FH during the annual inspection process.

All reasonable accommodation cases are determined on a case-by-case basis. The submission of a request for an accommodation does not automatically entitle a family to a larger subsidy, or for the accommodation being requested. FH may offer an alternate accommodation.

Request for Exceptions to Subsidy Standards

The family may request a larger subsidy/voucher size than indicated by FH's subsidy standards. Such request must be made in writing within 10 business days of FH's determination of subsidy size. The request must explain the need or justification for a larger subsidy. Documentation verifying the need or justification will be required as appropriate.

Requests based on health-related reasons must be verified by a doctor, medical professional, or social service professional.

Total Tenant Payment (TTP)

Total tenant payment (TTP) is the minimum amount the family will pay toward rent and utilities.

The TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly income;
- \$50 minimum rent

Payment Standards

The payment standard is used to calculate the maximum monthly housing assistance payment (HAP) for a family under the Housing Choice Voucher program. The HAP, or subsidy, is arrived at by taking the lower of:

- Payment standard minus the Total Tenant Payment (TTP) or
- Gross rent for the unit minus the TTP.

(The Gross rent is the rent the owner is requesting + utility allowance.)

Under the HCV program, if the gross rent for the unit is lower than the payment standard, the family will pay the full TTP. If the gross rent for the unit is higher than the payment standard, the family will pay the TTP plus the amount by which the gross rent exceeds the payment standard.

The payment standard amount for a family is the lower of:

- Payment standard amount for the family unit size, or
- Payment standard amount for the size of the unit leased by the family.

*Payment standards are reviewed/updated annually. Most recent schedules may be found on our website.

Utility Allowance

The Utility Allowance is an allowance based upon the utilities you are responsible for paying and/or the utilities the owner is responsible to pay. The utility allowance schedule is an average allowance. **It is not intended to pay your utility bill.** The utility allowance schedule is modified to keep up with the changes occurring in the open market today and in compliance with federal laws.

The allowance is part of your rent calculation and is based on your dwelling type, apartment/house, the bedroom size, and the fuel types: gas/electric.

FH must use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by the family or the family unit size as determined under FH subsidy standards. In cases where the unit size leased exceeds the family unit size as determined under FH subsidy standards as a result of a reasonable accommodation, FH must use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

*Utility allowances are reviewed/updated annually. Most recent schedules may be found on our website.

Submission of Request for Tenancy Approval (RFTA) Overview

When the family finds a suitable unit where the owner is willing to participate in the program, the family must give FH the request for tenancy approval (RFTA) and the lease. The family must submit these documents in the manner that is required by FH.

Turning in Your RFTA

You and the owner must complete the RFTA and submit it to FH before the expiration date. You or the owner may turn in the RFTA via email to hcvleasing@fresnohousing.org

Please call (559) 443-8400 if you need further assistance with submitting your RFTA packet.

FH will run an affordability test and Rent Reasonableness comparison. If the rent is reasonable, the unit is affordable, and the RFTA is completed correctly with all the required attachments, FH will schedule the Housing Quality Standard inspection within 15 days.

Rent Reasonableness – According to federal law, FH must apply the rent test. Rent Reasonableness is a test to ensure that the rent the owner is requesting is comparable to other like units that are not under contract with FH in the same neighborhood. The rent will be negotiated between the owner and the housing authority. Here is an example of what Fresno Housing must consider: Location, Size of the Unit, Amenities like ceiling fans, pool, dishwasher, garbage disposal, Condition and Square footage.

Prepare for the Inspection

Whether you are looking for a rental unit or are going to remain in the unit you are currently residing in, it is very important to prepare for the inspection. FH will NOT begin assistance until the Housing Quality Standard (HQS) Inspection passes.

Contract Effective Dates: The contract cannot begin until the unit has passed an inspection and the participant takes possession of the unit. (Ex. Unit passes inspection on April 1st but participant takes possession on April 5th; contract effective date will be April 5th. If participant already has possession of the unit, the contract will be effective when the unit passes inspection.) If the unit fails the inspection, the CONTRACT CANNOT BE BACKDATED. If you move into the unit prior to the effective date of the HAP Contract, you are responsible for the full contract rent. (This policy is subject to change).

Multiple Subsidy: In cases where the participant is already receiving housing assistance at another unit, the contract cannot be made effective until the day after the existing assistance ends with any other HUD based assistance.

Inspections

HUD also requires that Fresno Housing conduct a Housing Quality Standard inspection annually. The annual inspection is scheduled every year from the date the unit “last” passed inspection. Approximately eight months after your initial inspection passes, it will be time to conduct your first annual inspection. It is your responsibility to make sure that the head of household or adult, age 18 or older is present to allow entry to the unit. You must allow entry into the unit to avoid termination and repair any deficiencies if the inspector determines the failed item a tenant responsibility.

Commonly Missed Items

Problem Areas	Specific Problems
Air Infiltration	Around exterior doors, windows, holes in walls
Appliances	Refrigerator not working properly - MUST be present Stove dirty and/ burners, oven not working properly – MUST be present
Bathroom Ventilation	Non-operable window or non-working exhaust fan
Deteriorated Paint	Peeling, flaking, chipping, cracking, chalking
Electrical	Loose or broken - lights, ceiling fans, outlets, switches, cover plates Wiring - loose and hanging Missing or damaged light bulbs Electrical service panel - loose cover, blanks in breaker box
Exterior	Yards must be maintained and groomed Steps that have 4 or more risers must have handrail Porches that are 30 inches or higher must have railing Fences must be stable, free of protruding nails and broken boards Fencing required around the perimeter of drained pools
Exterior Doors	Must close and lock properly - NO double dead bolts allowed
Flooring	Must not have torn carpets or linoleum Must not have any exposed nail strip Carpets must be sanitary
Furnace/AC	Not heating or cooling properly Missing or dirty air filter
Mold like substance	Check ceilings, walls, windows, tub and toilets
Owner Items	No owner items on the property, ie. Cars, RV's tools, etc
Pest Infestation	Roaches, Fleas, Mice, Rats, Bed Bugs
Plumbing	Leaking faucets, sinks, tubs, showers, dishwashers, running toilets Loose toilets, sinks / broken pipes and/or fixtures Slow draining or clogged drains
Smoke Detectors	Not present or not working. Must be present on all levels including basement
Utilities	PG&E and Water, Garbage and Sewer - Services must be on No shared meters accepted UNLESS owner pays all utilities
Water Heaters	No hot water to sinks, lavatories, tubs or showers Discharge line missing / not less than 12 inches from the floor Must have pressure relief valve
Windows	Do not lock. Must open and close properly All windows must be free of defects, cracked or broken panes

Family Responsibilities

Family Obligations

Please reference the Administrative Plan for a clear outline of agency policies that govern the Housing Choice Voucher program. The Administrative Plan can be found @ www.fresnohousing.org.

REPORTING OBLIGATIONS (instructions found under Annual Activities section)

- **Any information supplied by the family must be true and complete.** The family must not misrepresent any information to FH and/or any other agency that is related to eligibility, preferences, housing history, allowances, family composition, and/or criminal history (i.e. Welfare Fraud).
- The family must report **ANY** changes in the source or amount of household income or changes of family composition (household members) in **writing (utilizing the portal) within 30 calendar days.**
- The family must supply any information that the FH or HUD, determines is necessary in the administration of the Housing Choice Voucher program, including submission of required evidence of citizenship or eligible immigration status. This includes any requested certification, release or other documentation.
- The family must supply any information requested by the FH or HUD, for use in a regularly scheduled reexamination or interim reexamination of household income and composition in accordance with HUD requirements.
- The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information
- The family must notify the FH and the owner in **writing within 30 calendar days** before vacating the dwelling unit. If the family receives an eviction or termination notice from the owner, the family must contact the FH immediately and give a copy of the notice to the FH.
- The family must attend all scheduled appointments.

USE OF UNIT/RESIDENCE

- The unit must be the family's only residence.
- The family must not sublease or let the unit.
- The family must not assign the lease or transfer the unit.
- The family must only allow members of the family composition to use the unit address as a current residence. Use of the unit address as a visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence and deemed proof of an unauthorized resident(s).
- The family must obtain approval by FH and landlord/property owner of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody. This includes the addition of live-in aides.
- The family must promptly notify the FH if any family member no longer resides in the unit.
- The family must supply any information or certification requested by the FH to verify that the family is living in the unit.
- The family must notify the FH in advance if the family will be temporarily absent from the unit. If the family absence is authorized, the family must continue to pay the family portion of the rent.
- The family must not own or have any interest in the unit.

HOUSING QUALITY STANDARDS (HQS)

- The family must comply with Housing Quality Standards (HQS).

- The family must pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
- The family must provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant;
- The family is responsible for damages to the unit or premises by any member of the household or a guest (damage beyond ordinary "wear and tear").
- The family must allow the FH to inspect the dwelling unit at reasonable times and after reasonable notice. You or a representative over the age of 18 years old must be present at the inspection. Failure to be present may result in the loss of your Housing Assistance subsidy.

LEASE VIOLATIONS

- The family may not commit any serious or repeated violation of the lease.
- Pattern/history of lease violations is defined as 3 or more notices from the owner and/or property manager for serious or repeated lease infractions within a 24-month period.
- The family must pay only the amount authorized by FH on the current Housing Assistance Payment (HAP) Contract Amendment. Any amount paid by the family other than the authorized amount is considered an illegal side payment and is cause for termination of the Housing Assistance subsidy. Additional payments for other amenities may be authorized by the FH only.

The Family MUST NOT:

- Commit fraud, bribery or any other corrupt or criminal act in connection with the programs. Such fraud and abuse includes but is not limited to unreported income; unauthorized household members; and/or ongoing violations of program Family Obligations.
- 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
- Abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

The family may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Grounds for Termination

FH may at any time deny program assistance for any of the following reasons:

1. ***Family Violates Any Family Obligations:*** If the family violates any family obligations under the HCV program
2. ***Evicted from Federally Assisted Housing:*** If any member of the family has ever been evicted from federally assisted housing in the last five years
3. ***Past Termination from a FH Program:*** If FH has ever terminated assistance under the program for any member of the family
4. ***Fraud, Bribery, or Other Corrupt or Criminal Act Within a Federal Housing Program:*** If any family member has committed such acts in connection with a Federal housing program
5. ***Outstanding Debt:*** If the family currently owes rent or other amounts to FH or to another housing authority in connection with Section 8 or public housing assistance under the 1937 Act
6. ***Non-Reimbursement to FH for payments to owners:*** If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease

7. **Repayment Breach with a Housing Authority:** If the family breaches an agreement with FH to pay amounts owed to FH, or amounts paid to an owner by FH. (FH, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to FH or amounts paid to an owner by FH. FH may prescribe the terms of the agreement)
8. **Actual or Threatened Abusive or Violent Behavior Toward FH Personnel:** If the family has engaged in or threatened abusive or violent behavior toward FH personnel "Abusive or violent behavior toward FH personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language (written or oral) that is customarily used to insult or intimidate, may be cause for denial of admission.
9. **Fraud Against Another Agency:** Misrepresentation of income or other eligibility factors to an agency other than FH, for example welfare fraud, is grounds for denial of assistance.
10. **Non-compliance** with any assistance programs, governmental agency and/or law enforcement.
11. **An applicant's misrepresentation of any information** related to eligibility, preferences, housing history, allowances, family composition, and/or criminal history.
12. **Pattern of violent behavior-** includes evidence of repeated acts of violence on the part of any individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors. Actual physical abuse or violence will always be cause for denial of admission.

Owner Responsibilities

The role of the landlord in the voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The housing unit must pass the program's housing quality standards (HQS) and must maintain the unit in accordance with HQS, except for conditions that are the tenant's responsibility. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with FH.

Specific Owner Responsibilities:

- Conduct all tenant screening, selection and leasing activities.
- Comply with the terms of the Housing Assistance Payment contract and lease.
- Collect from the tenant any security deposit, share of the rent, and charges for tenant damages to the unit.
- Enforce tenant obligations under the lease.
- Pay for utilities and services unless paid by the tenant under the lease.
- Maintain the unit in accordance with housing quality standards, except for conditions that are the tenant's responsibility.
- Comply with all Fair Housing laws.
- Ensure a safe and secure living environment.
- Agree to allow reasonable modifications for a disabled tenant at the disabled tenant's expense.

Informal Review for Applicants

When Informal Review for Applicants is Required.	When Informal Review for Applicants is Not Required.
<ul style="list-style-type: none"> ▪ Listing on the FH's waiting list ▪ Issuance of a Voucher ▪ Participation in the program 	<ul style="list-style-type: none"> ▪ Discretionary administrative determinations by FH ▪ General policy issues or class grievances ▪ Determination of family unit size under FH subsidy standards ▪ Determination that unit is not in compliance with HQS. ▪ Refusal to extend or suspend a voucher ▪ Disapproval of tenancy ▪ Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Review - The procedures for informal review will include the following:

- A request for an Informal Review must be received in writing by the close of the business day, no later than 10 business days from the date of FH's notification of denial of assistance.
- The informal review will be scheduled within 30 calendar days from the date the request is received.

Review Officer

The hearing will be conducted by any person or persons designated by FH, other than a person who made or approved the decision under review, nor a subordinate of this person.

Informal Hearing for Participants

When a Hearing for a Participant is Required.	When a Hearing for a Participant is Not Required.
<ul style="list-style-type: none"> ▪ Determination of the family's annual or adjusted income and use of such income to compute the housing assistance payment. ▪ Determination of the appropriate utility allowance under FH utility allowance schedule. ▪ Determination of the family unit size determination under FH subsidy standards. ▪ Determination to terminate assistance because a participant family has been absent from the assisted unit for longer than the maximum period permitted under the FH policy. ▪ Determination to terminate assistance for a participant family because of family's action or failure to act. ▪ Determination to terminate a family's FSS contract, withhold support services, or propose forfeiture of the family's escrow account. ▪ Determination not to reduce a family's portion of rent because of 1) family's noncompliance with welfare requirements or 2) welfare fraud. 	<ul style="list-style-type: none"> ▪ Discretionary administrative determinations by the FH. ▪ General policy issues or class grievances. ▪ Establishment of the FH schedule of utility allowances for families in the program. ▪ FH determination not to approve an extension or suspension of a voucher term. ▪ FH determination not to approve a unit or tenancy. ▪ FH determination that an assisted unit is not in compliance with HQS. ▪ FH determination that the unit is not in accordance with HQS because of the family size. ▪ FH determination to exercise or not exercise any right or remedy against the owner under a HAP contract.

Notice to Family

In cases which entitle the family to an informal hearing as described above, FH will notify the family that the family may ask for an explanation of the basis of FH determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

This written notice will:

- Include a brief statement of the reasons for the decision
- State the family has a right to an explanation of the basis for the FH's decision
- State that if the family does not agree with the decision, the family may request an informal hearing on the decision
- State the deadline for the family to request an informal hearing
- Indicate to whom the hearing request should be addressed

Scheduling an Informal Hearing

When an informal hearing is required, FH must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

- A request for an informal hearing must be made in writing and delivered to FH either in person, by email, or by first class mail, by the close of the business day, no later than 10 business days from the date of FH's decision or notice to terminate assistance.
- The FH will schedule and send written notice of the informal hearing date to the family within 10 business days of the family's request, along with FH's evidence which is directly relevant to the hearing. The written notice will also include the request for the family to make any rebuttal evidence available to the FH no later within 10 business days prior to the hearing date.
- The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the FH may request documentation of the "good cause" prior to rescheduling the hearing.

Hearing Officer

The hearing will be conducted by any person or persons designated by the FH, other than a person who made or approved the decision under review, nor a subordinate of this person

Policy for Releasing Information to Prospective Owners

[24 CFR 982.307 (b), 982.54 (d)(7)]

In accordance with HUD requirements, FH will furnish prospective owners upon receipt of written request, copy of application to rent and signed consent to release information from client, with the following information:

- The family's current address as shown in FH's records; and
- If known to FH, the name and address of the landlord at the family's current and prior address.

FH will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

FH will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

A statement of FH's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

FH will provide this information orally to the prospective landlord.

FH's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

Move-in Frequently Asked Questions

Does the housing authority pay the security deposit?

No. The deposit is the family's responsibility.

Should I move in right away?

Only you can answer that question. However, BE AWARE! Program assistance will not start until FH negotiates an affordable and reasonable rent with the owner, and the unit passes inspection. If you move in to the unit prior to FH's approval, you will be responsible for the full market rent.

When will the owner begin receiving his/her payments?

- After the owner's proposed rent is approved by FH,
- the unit passes inspection, and
- the owner has signed and provided all of the required documents.

Do I need to be present at the housing authority's inspection?

No. You do not need to be present at the inspection, but it is highly recommended. If you cannot be present at FH's inspection, then it is highly recommended that you schedule a separate inspection with the owner.

Annual Activities

ANNUAL REEXAMINATIONS

HUD requires that all families be reviewed annually to determine if they still qualify for rental subsidy assistance. Approximately eight months after you are first approved for assistance, you will receive a recertification email with instructions on how to process your annual recertification using the portal. It is important that you promptly log in to your portal and complete the recertification process by the deadline. If you fail to complete or provide the requested information by the deadline, you will be notified that your assistance will be terminated. It is important that you promptly contact your Fresno Housing representative if you receive a notice to terminate.

To log into your portal account:

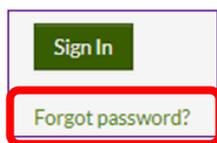
Go to: <http://fresnohousing.org/residentportal/> or scan the bar code below with your smart phone camera or a QR reader from the comfort of your phone.



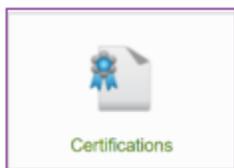
Type your email and password and click on “Sign In.”

Please note: You will need the email address and the password you used to register to review the information.

If you cannot remember your password, use the “Forgot password” link below the sign in button to reset it.



Once you are logged in select “Certifications” to complete your annual



Complete annual recertification online. Update household income, composition, expenses, etc. and upload supporting documents.

ANNUAL INSPECTIONS

HUD also requires that Fresno Housing conduct a Housing Quality Standard inspection annually. The annual inspection is scheduled every year from the date the unit “last” passed inspection. Approximately eight months after your initial inspection passes, it will be time to conduct your first annual inspection. It is your responsibility to make sure that the head of household or adult, age 18 or older is present to allow entry to the unit. You must allow entry

into the unit to avoid termination and repair any deficiencies if the inspector determines the failed item a tenant responsibility.

INTERIM REEXAMINATIONS

All changes must be reported in writing within 30 calendar days of the occurrence.

Certain changes in your household may occur, such as losing a job or a decrease in welfare benefits. You may also experience an increase in child care expenses and if you are elderly or disabled, you may have increased medical expenses. The family should not wait until the annual reexamination to report changes in the household. Please log into your portal to report the change and provide supporting documentation.

To log into your portal account:

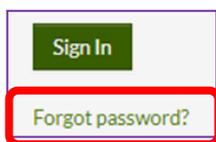
Go to: <http://fresnohousing.org/residentportal/> or scan the bar code below with your smart phone camera or a QR reader from the comfort of your phone.



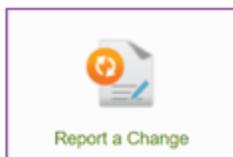
Type your email and password and click on "Sign In."

Please note: You will need the email address and the password you used to register to review the information.

If you cannot remember your password, use the "Forgot password" link below the sign in button to reset it.



Select "Report a Change"



Report increases and decreases of income, expenses and/or changes in household composition, etc.

Other changes such as adding or removing household members must also be reported to Fresno Housing. **ADDITIONAL HOUSEHOLD MEMBERS CANNOT MOVE IN UNTIL FRESNO HOUSING AND THE OWNER/LANDLORD APPROVES THE ADDITION.**

Increase in income or benefits must also be reported in writing to Fresno Housing to avoid termination and to meet your reporting requirements. Fresno Housing is required to process all reported decreases; however, increases will only be processed at the request of the family.

MOVES

Before you move, you MUST notify Fresno Housing and the landlord in compliance with state law and the lease. Fresno Housing must approve your move in advance and will not transfer your assistance more than once in a 12-month period.

Attachments to the RFTA:

RFTA Supplemental – This form indicates the date the voucher was issued, the voucher size, the tenant’s 30%, 40% and special voucher types. The percentages on this form can be used to run the tenant affordability test.

Owner Authorization Form – The Owner Authorization Form MUST be filled out by the owner. The form specifies who the owner is, and gives the owner the option to authorize an agent to act on his/her behalf when the owner is not present. The owner MAY – and often will – send this information to Fresno Housing separate from the RFTA. This is allowable.

W-9 Request for Taxpayer Identification Number and Certification – This form MUST be completed for every contract to ensure the owner’s information is correctly reported to the IRS.

Lead-Based Paint Disclosure Form – This form only applies if the rental unit was built before 1978. Because lead from paint poses serious health hazards, federal law requires the owner to certify that the rental unit is free from lead by signing this form. Federal law also requires that the family receives information by signing the form.

Search for Housing Documentation – It is a good idea to keep track of the places where you are submitting rental applications. This information will come in handy if you need to request an extension on your voucher due and need to show that you have been searching for housing.

(This page serves as a placeholder. Will not appear in PDF)

Attachment 1: HUD form 52646 Voucher Form

Attachment 2: HUD form 52641-A Tenancy Addendum

Attachment 3: Payment Standards

Attachment 4: Fair Housing Equal Opportunity for All

Attachment 5: A Good Place to Live!

Attachment 6: Protect Your Family From Lead in Your Home

Attachment 7: Are You a Victim of Housing Discrimination?

Attachment 8: Violence against Women Act (VAWA) Notice and Certification

Attachment 9: Inspection Commonly Missed Items

Attachment 10: What You Should Know About EIV

Attachment 11: LGBT Equal Access to HUB Programs

Attachment 1

Voucher Housing Choice Voucher Program

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

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

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) must be at least sixty days after date issued. Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)

7. Name of Public Housing Agency (PHA)

8. Name and Title of PHA
Official

9. Signature of PHA
Official

Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

Attachment 1

6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

6. Expiration and Extension of Voucher

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.

Attachment 2

TENANCY ADDENDUM Section 8 Tenant-Based Assistance Housing Choice Voucher Program (To be attached to Tenant Lease)

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

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

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

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.

Attachment 2

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

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

Attachment 2

- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
- (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).
- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).
- i. **Actual and Imminent Threats:**
- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
 - (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;
- For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.
- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

Attachment 2

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
 - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
 - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

- a. 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.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

Attachment 2

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

ATTACHMENT 3

The Housing Choice Voucher (HCV) Payment Standards below are effective as of April 7, 2022 and apply to all voucher programs: HCV, Project-based vouchers, VASH, Family Unification, NED, and Mainstream.

The U.S. Department of Housing and Urban Development (HUD) published final Fair Market Rents (FMRs) for 2022 for the HCV program effective October 1, 2021. Fresno Housing was approved through an expedited waiver to set payment standards between 111 and 120 percent of the published Fair Market Rents.

The primary uses of FMRs are to determine the payment standards for the HCV program. Payment Standard amounts should allow families a reasonable selection of modest, decent, safe, and sanitary housing in a range of neighborhoods in the PHA's jurisdiction.

The table below reflects Payment Standards set at 120% of Fair Market Rents (FMRs), effective April 7, 2022. HUD's approval limits Fresno Housing's (FH) use of the waiver for the time necessary for FH to resume normal operations and not to exceed December 31, 2022.

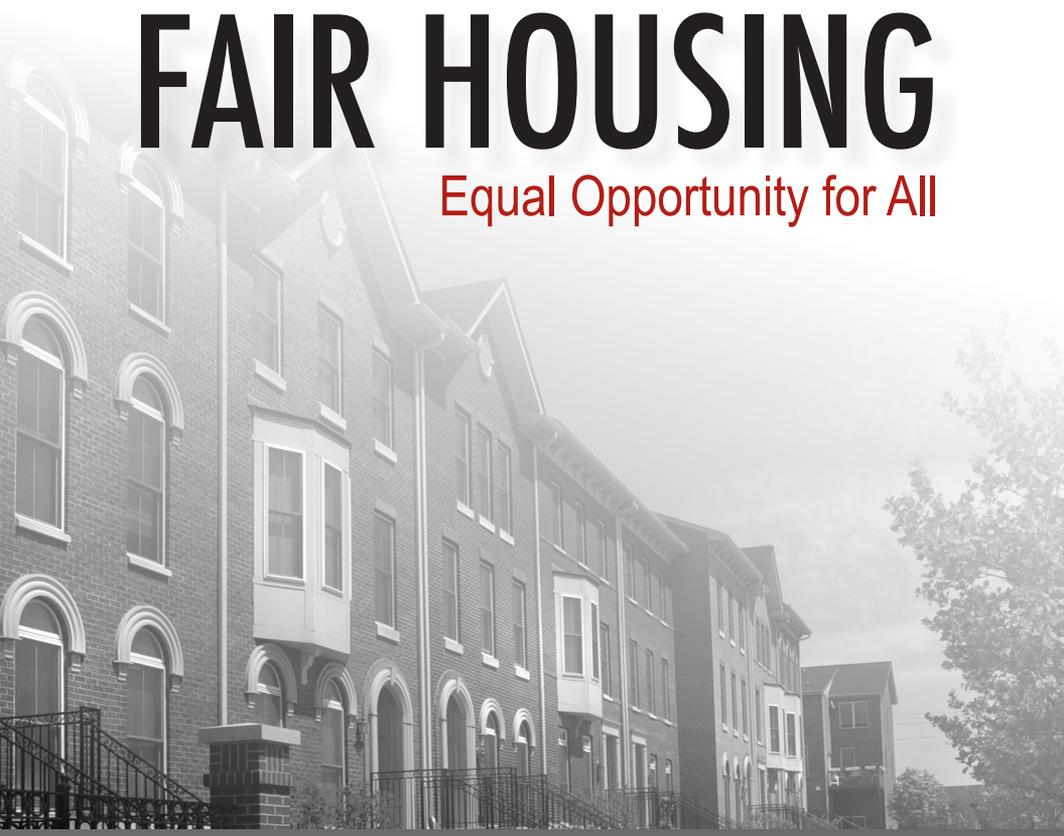
Voucher Size	Payment Standards Effective 10/1/2021	Payment Standards Effective 4/7/2022
0	\$988	\$1,079
1	\$994	\$1,085
2	\$1,250	\$1,364
3	\$1,767	\$1,928
4	\$2,031	\$2,216
5	\$2,336	\$2,549
6	\$2,641	\$2,881
7	\$2,945	\$3,214
8	\$3,250	\$3,546
9	\$3,555	\$3,878
10	\$3,859	\$4,211



Attachment 4

FAIR HOUSING

Equal Opportunity for All



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



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



Attachment 4

FAIR HOUSING Equal Opportunity for All

FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

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

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

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

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

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



Attachment 4

FAIR HOUSING Equal Opportunity for All



Attachment 4

FAIR HOUSING Equal Opportunity for All

THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

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

WHAT HOUSING IS COVERED?

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

WHAT IS PROHIBITED?

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

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental



Attachment 4

FAIR HOUSING Equal Opportunity for All

- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.

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

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.
- In addition, it is a violation of the Fair Housing Act to:
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, which indicates a preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling



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FAIR HOUSING Equal Opportunity for All

- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make print or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status or national origin.

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

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

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

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



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However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

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

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

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

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

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

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

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

The “Housing for Older Persons” Exemption: The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the “housing for older persons” exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intended and operated for occupancy by persons 55 years of age or older.

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

- at least 80 percent of the units must have at least one occupant who is 55 years of age or older; and

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- the facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as “55 or older” housing; and
- the facility or community must comply with HUD’s regulatory requirements for age verification of residents.

The “housing for older persons” exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

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

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

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

Where to Write or Call: File a complaint online, send a letter to the HUD office nearest you, or if you wish, you may call that office directly. Persons who are deaf or hard of hearing and use a TTY, may call those offices through the toll-free Federal Information Relay Service at 1-800-877-8339.

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

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FAIR HOUSING Equal Opportunity for All

BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)

U.S. Department of Housing and Urban Development

Thomas P. O'Neill Jr. Federal Building

10 Causeway Street, Room 321

Boston, MA 02222-1092

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

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

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:

NEW YORK REGIONAL OFFICE

(Complaints_office_02@hud.gov)

U.S. Department of Housing and Urban Development

26 Federal Plaza, Room 3532

New York, NY 10278-0068

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

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

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

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)

U.S. Department of Housing and Urban Development

The Wanamaker Building

100 Penn Square East

Philadelphia, PA 19107-9344

Telephone (215) 861-7646 or 1-888-799-2085

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

For Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:



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ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Telephone (404) 331-5140 or 1-800-440-8091 x2493

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

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

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)

U.S. Department of Housing and Urban Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone 1-800-765-9372

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

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

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)

U.S. Department of Housing and Urban Development

801 Cherry Street

Suite 2500, Unit #45

Fort Worth, TX 76102-6803

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

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

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

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(Complaints_office_07@hud.gov)
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 * TTY (913) 551-6972

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

DENVER REGIONAL OFFICE
(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE
(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE
(Complaints_office_10@hud.gov)
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185

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FAIR HOUSING Equal Opportunity for All

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

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

If You Are Disabled: HUD also provides:

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

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

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

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

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.

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A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated breached your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies:

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

WHAT HAPPENS IF I’M GOING TO LOSE MY HOUSING THROUGH EVICTION OR SALE?

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

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FAIR HOUSING Equal Opportunity for All

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

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

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

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

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also

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choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest. The maximum civil penalties are: \$16,000, for a first violation of the Act; \$37,500 if a previous violation has occurred within the preceding five-year period; and \$65,000 if two or more previous violations have occurred within the preceding seven-year period.

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

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.

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

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

IN ADDITION

You May File a Private Lawsuit: You may file a private civil lawsuit without first filing a complaint with HUD. You must file your lawsuit within two (2) years of the most recent date of alleged discriminatory action.

If you do file a complaint with HUD and even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

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



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FAIR HOUSING Equal Opportunity for All

Other Tools to Combat Housing Discrimination:

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



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Notes

FAIR HOUSING Equal Opportunity for All



Notes

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Notes

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For Further Information Attachment 4

The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-10.



CONNECT WITH HUD



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



02305



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

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Attachment 5

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

A Good Place to Live!

Attachment 5

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.

Attachment 5

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.

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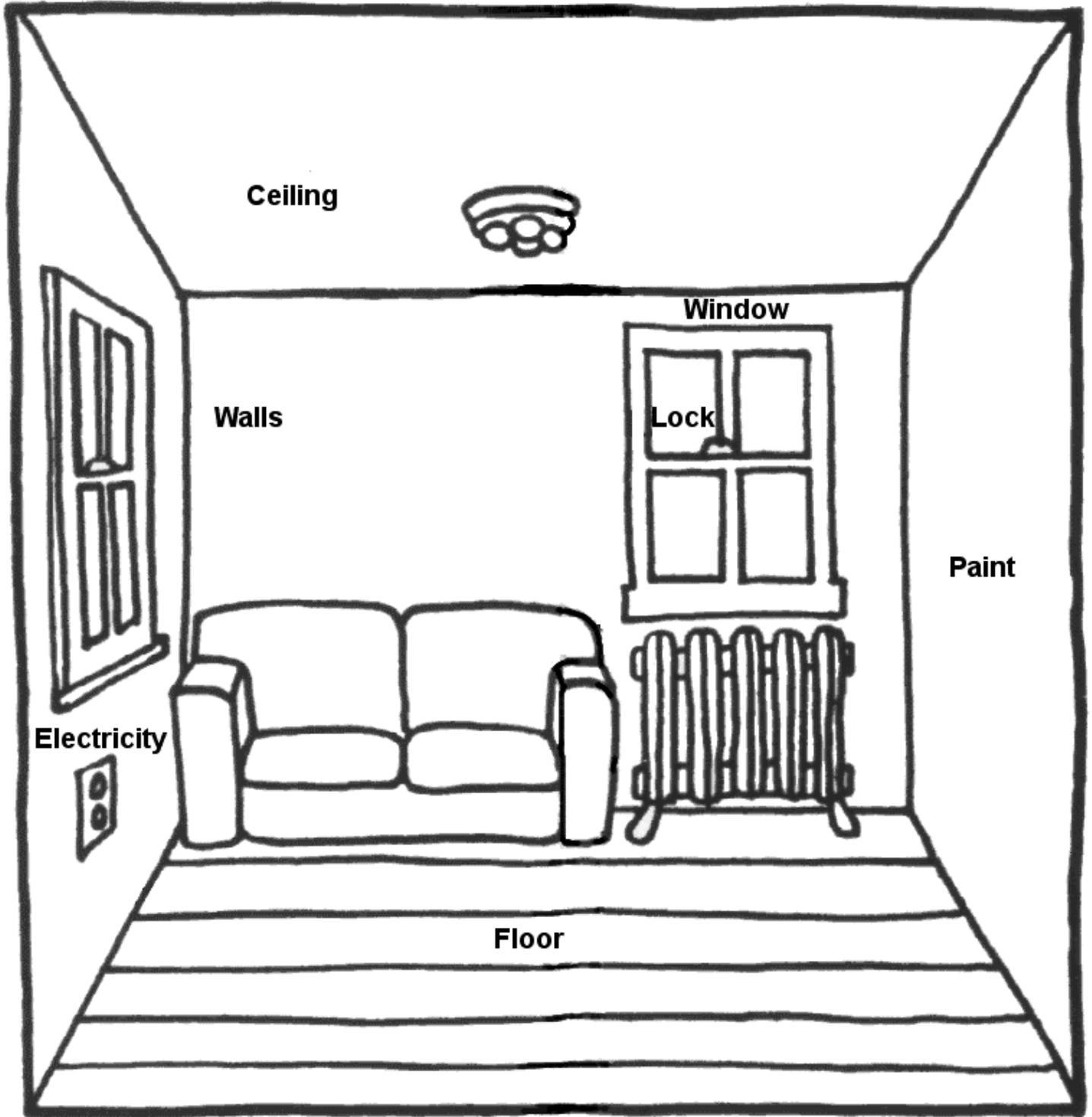
Paint

- 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?

Attachment 5



Attachment 5

2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

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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

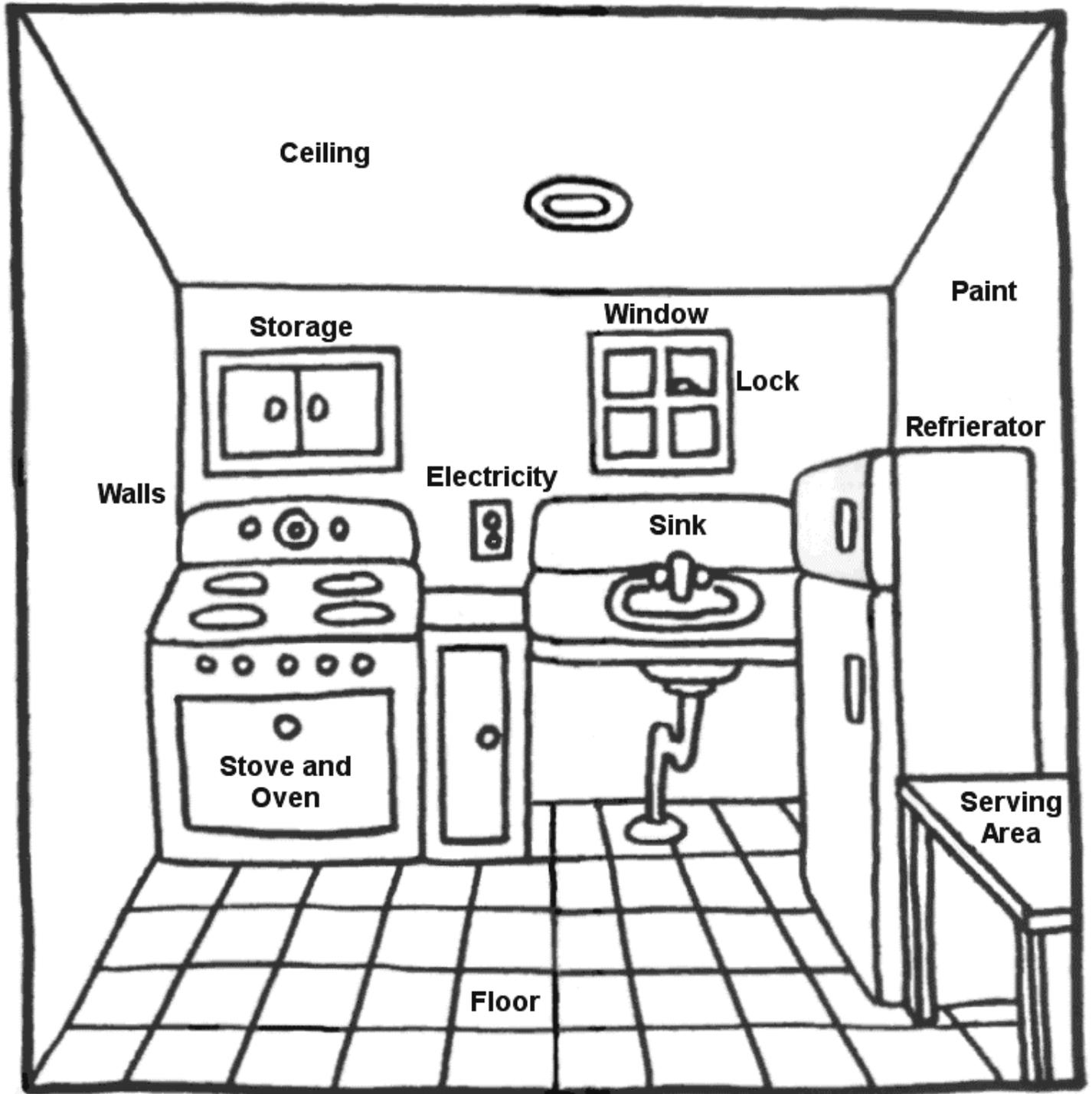
A sink with hot and cold running water.

- 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.

Attachment 5



Attachment 5

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.

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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

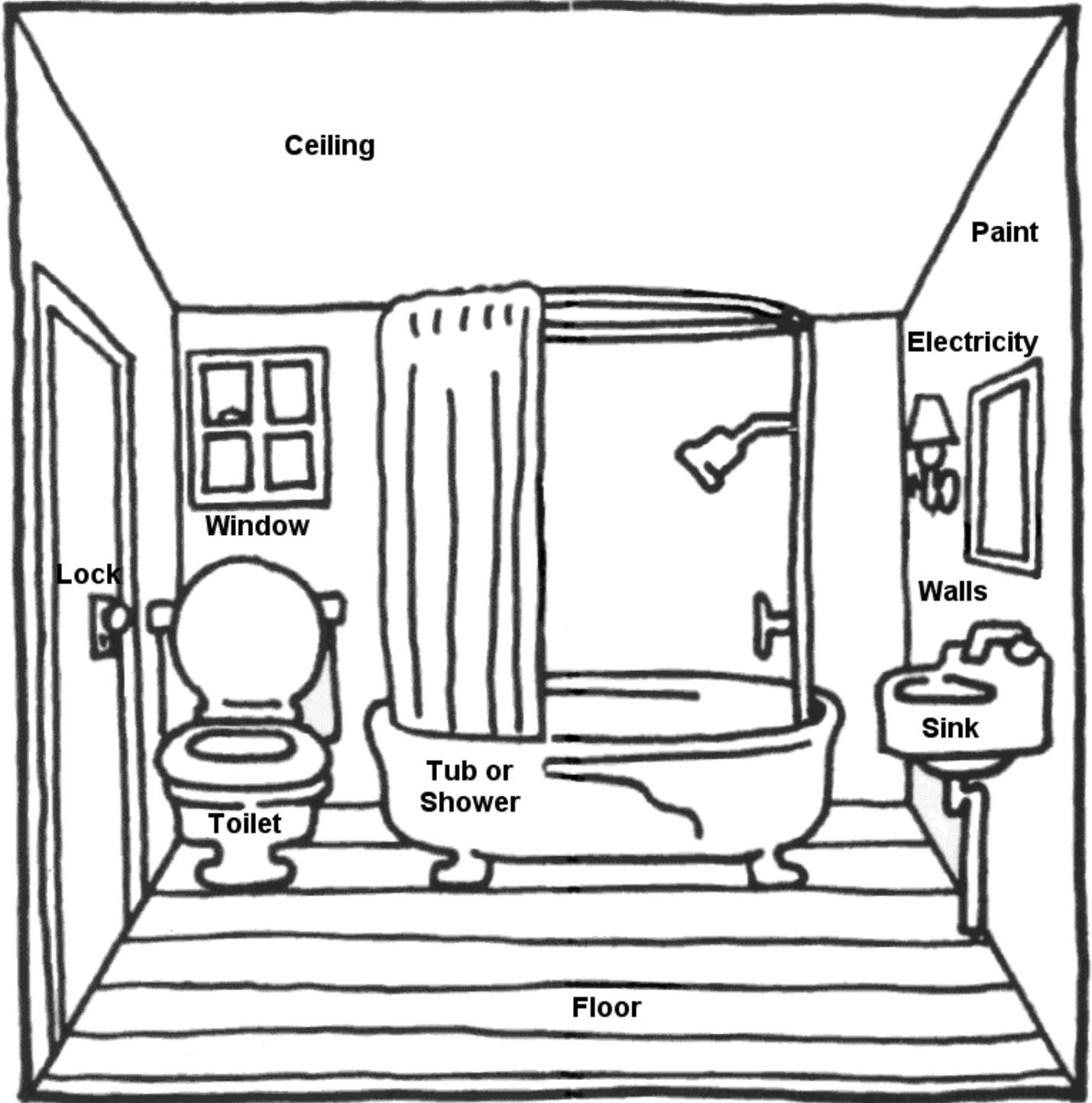
A sink with hot and cold running water.

- 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.

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Attachment 5

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.

Attachment 5

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.

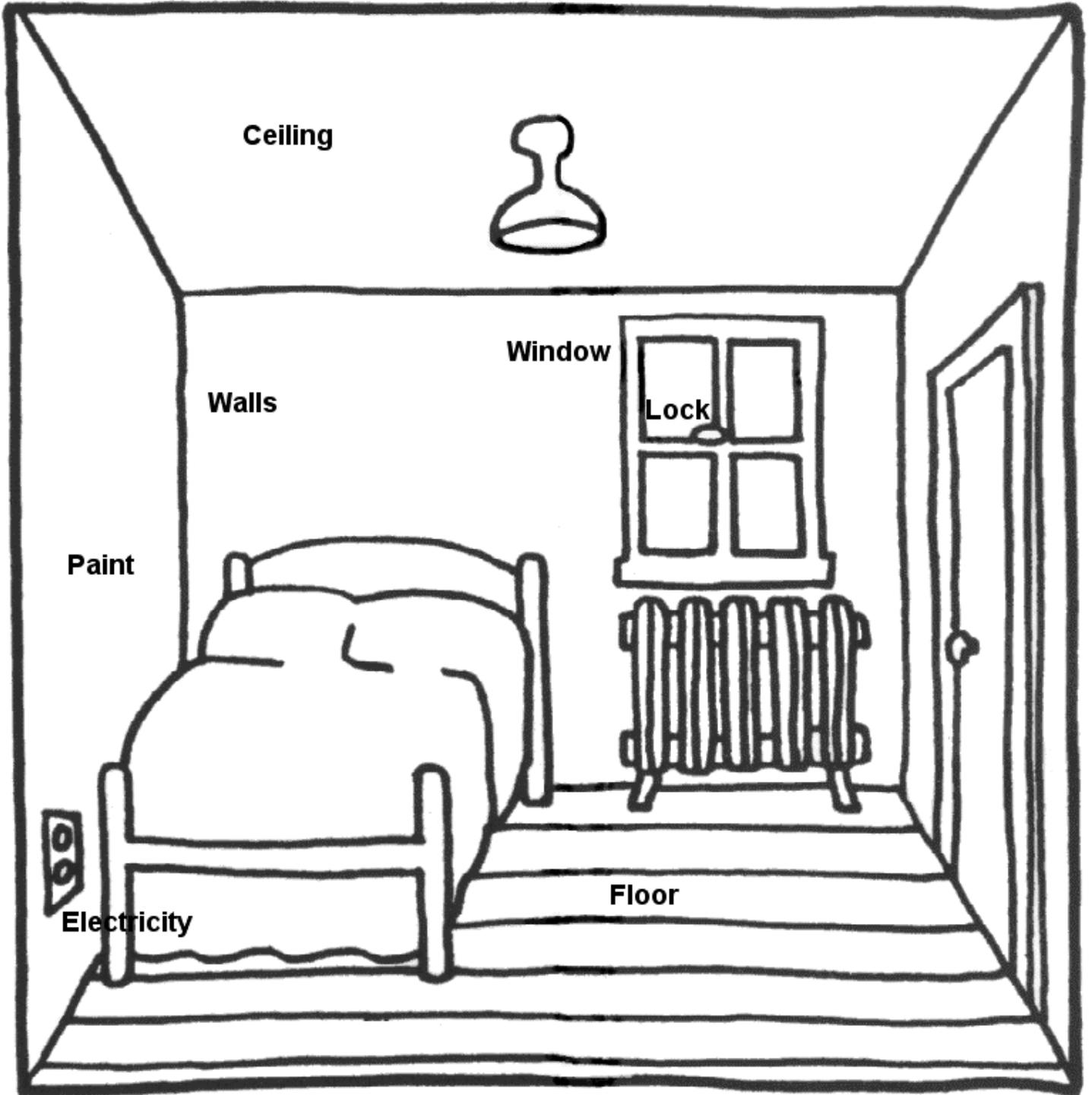
- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

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?

Attachment 5



Attachment 5

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.

Attachment 5

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

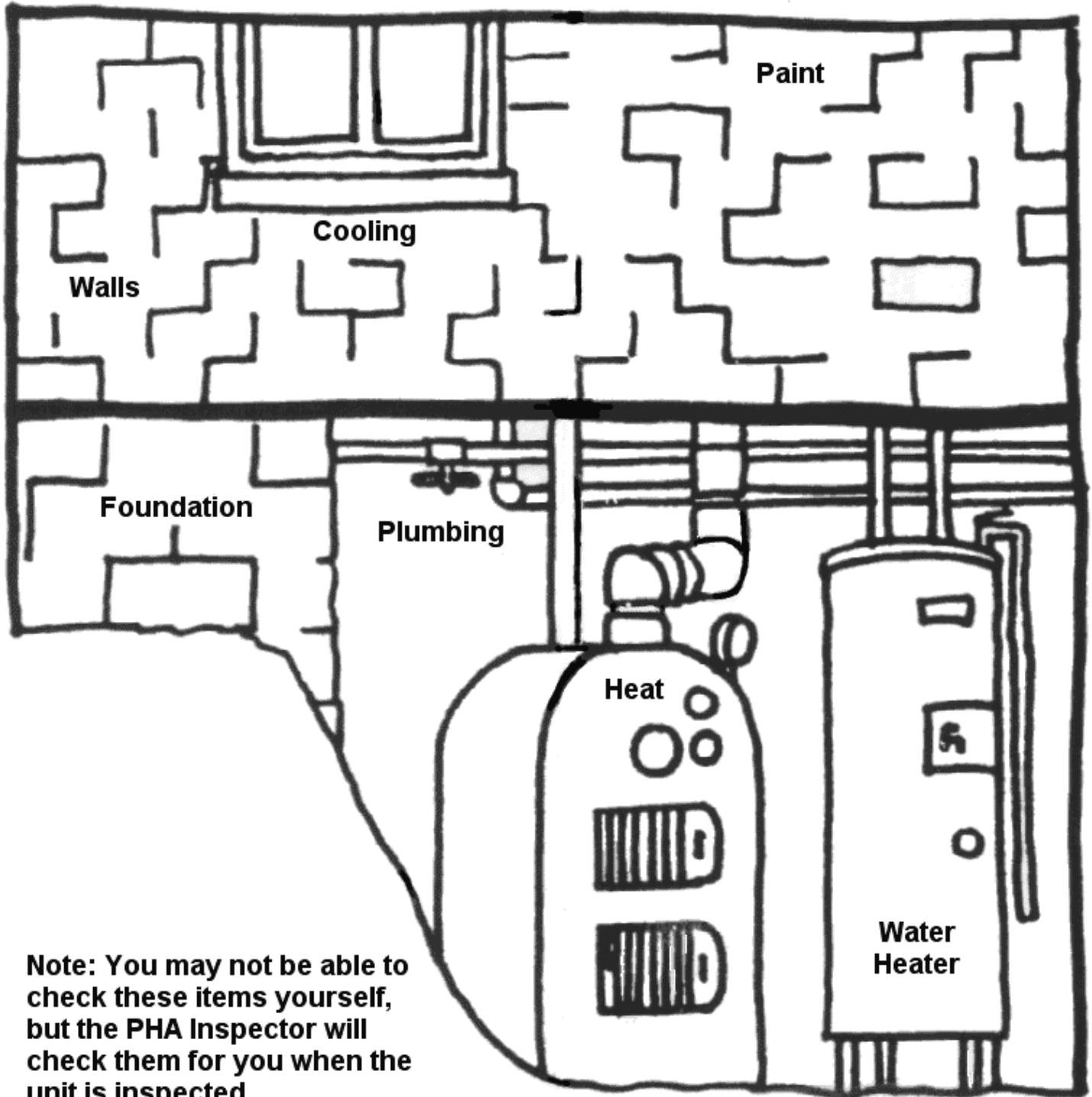
Enough heating equipment so that the unit can be made comfortably warm during cold months.

- 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?

Attachment 5



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

Attachment 5

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.

Attachment 5

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).

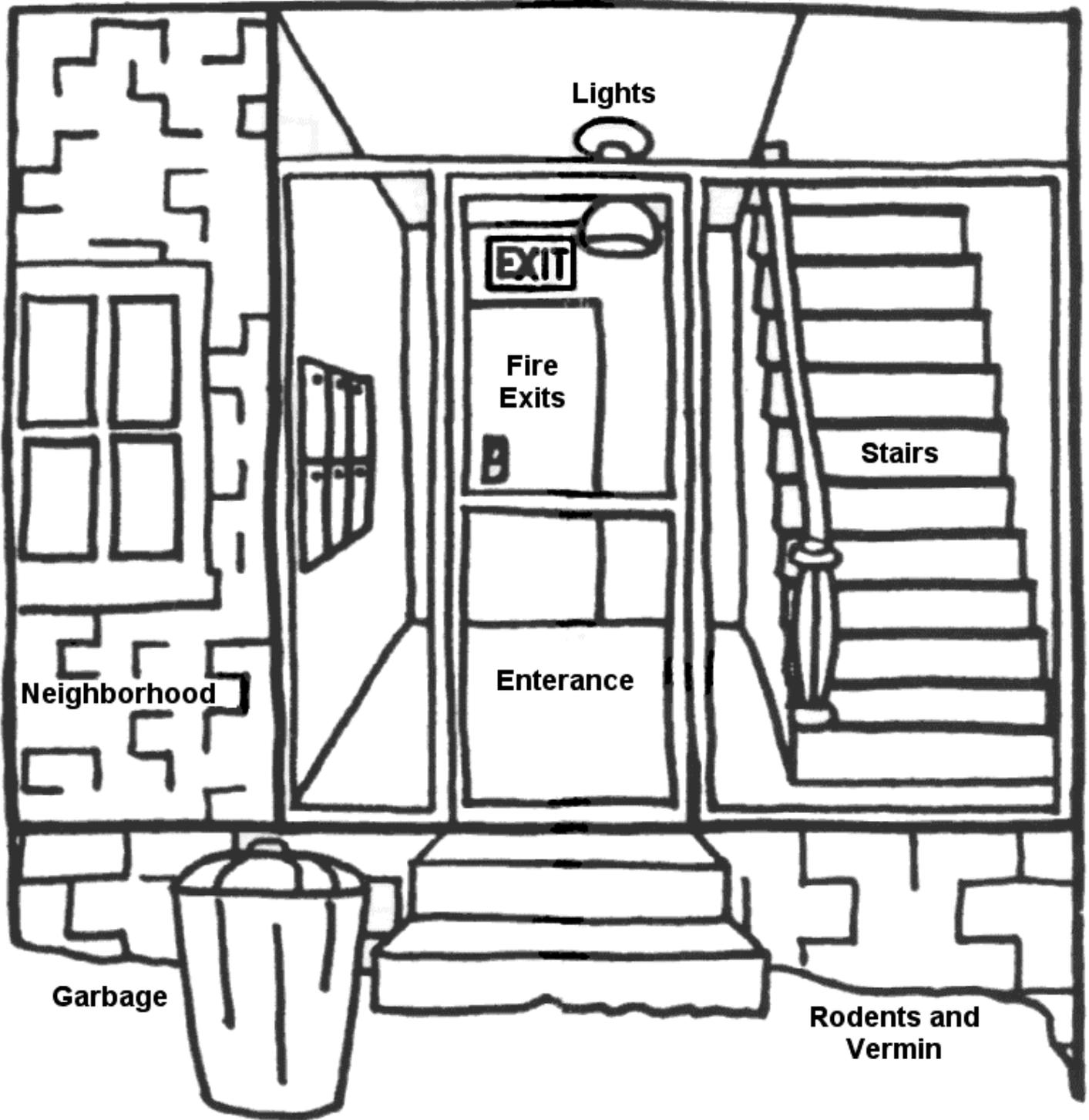
For Manufactured Homes: Tie Downs

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).

Attachment 5



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

Attachment 5

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.

Attachment 5

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.

Attachment 6



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Attachment 6

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Attachment 6

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Attachment 6

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially 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.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

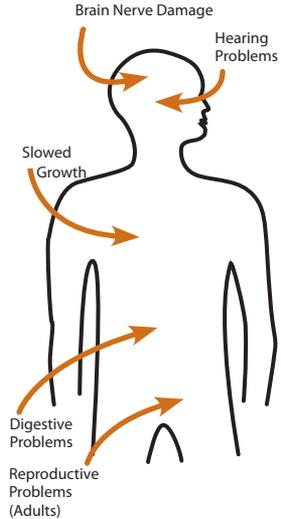
Attachment 6

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to 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 amounts 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, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Attachment 6

Check Your Family for Lead

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

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 lead. Blood lead 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.

Attachment 6

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Attachment 6

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ 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. EPA currently defines the following levels of lead in soil as hazardous:

- 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

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Attachment 6

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- 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 trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Attachment 6

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Attachment 6

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- 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.

Attachment 6

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, 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 control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to 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.

Attachment 6

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 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
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Attachment 6

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Attachment 6

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Attachment 6

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

Attachment 6

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. 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 state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

Attachment 6

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

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

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(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 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

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

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

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

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
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 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

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

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Attachment 6

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
January 2020

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

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

NEW ENGLAND OFFICE

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 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 Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

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

SOUTHEAST/CARIBBEAN OFFICE

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: Complaints_office_04@hud.gov

**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 ques-
tions – you may contact HUD further at:***

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

To file electronically, visit: www.hud.gov

PLACE
POSTAGE
HERE

MAIL TO:

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.



HOUSING DISCRIMINATION INFORMATION

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

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

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

1 What happened to you?

How were you discriminated against?

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

State briefly what happened.

HOUSING DISCRIMINATION INFORMATION

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

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

Is it because of your:

· 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.

3 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

4 Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

5 When did the last act of discrimination occur?

Enter the date

____ / ____ / ____

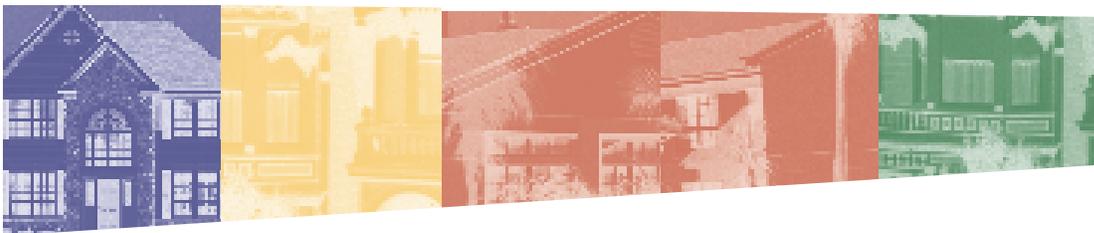
Is the alleged discrimination continuing or ongoing?

Yes No _____

Signature

Date

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



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

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

If You Believe Your Rights Have Been Violated...

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

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

Keep this information for your records.

Date you mailed your information to HUD: _____/_____/_____

Address to which you sent the information:

Office _____

Telephone _____

Street _____

City _____

State _____

Zip Code _____

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

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

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

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

Alphonso Jackson
Secretary

HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

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

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

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NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

[Fresno Housing Authorities (FH)]

Notice of Occupancy Rights under the Violence against Women Act¹

To all Tenants and Applicants

The Violence against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that programs such as Housing Choice Voucher Program (HCV), HUD-VASH Program(VASH), HOME Tenant Based Rental Assistance(TBRA), Project Based Voucher (PBV), and Continuum of Care (CoC) administered under FH's Assisted Housing Division (AHD), Low Income Public Housing (LIPH), HOME Investment Partnership (HOME), Multifamily Project Rental Assistance (PBRA), Multifamily Project Based Section 8 operated under the California Finance Housing Agency (CalHFA) programs [HUD Programs] are in compliance with VAWA. Properties operated solely or in conjunction with one or more of the above and/or regulated under the Low Income Housing Tax Credit, (LIHTC) Internal Revenue Code (IRC) Section 42 program (Affordable Housing Program), administered under the Housing Management Division (HMD) are also to maintain compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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violence; dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under one or more of the above HUD funded and/or LIHTC program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under one or more of the above HUD funded and/or LIHTC program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under one or more of the above HUD funded and/or LIHTC program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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Removing the Abuser or Perpetrator from the Household

The Housing Provider, (Owner/Managing Agency) may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If Owner/Managing Agent chooses to remove the abuser or perpetrator, Owner/Managing Agent may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, Owner/Managing Agent must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, Owner/Managing Agent must follow Federal, State, and local eviction procedures. In order to divide a lease, Owner/Managing Agent may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, FH/Owner/Managing Agent may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, FH may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a

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form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

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FH will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

FH emergency transfer plan provides further information on emergency transfers, and FH must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

FH can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from FH must be in writing, and FH must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. FH may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to FH as documentation. It is your choice which of the following to submit if FH asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by FH with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

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- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that FH has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, FH does not have to provide you with the protections contained in this notice.

If FH receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), FH has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, FH does not have to provide you with the protections contained in this notice.

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Confidentiality

FH must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

FH must not allow any individual administering assistance or other services on behalf of FH (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

FH must not enter your information into any shared database or disclose your information to any other entity or individual. FH, however, may disclose the information provided if:

- You give written permission to FH to release the information on a time limited basis.
- FH needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires FH or your landlord to release the information.

VAWA does not limit FH 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.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, FH cannot hold tenants who have been victims of domestic violence,

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dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if FH can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If FH can demonstrate the above, FH should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

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. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **National Housing Law Project at (415) 546-7000**.

For Additional Information

You may view a copy of HUD's final VAWA rule at

<https://portal.hud.gov/hudportal/documents/huddoc?id=5720-F-03VAWAFinRule.pdf>

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Additionally, FH must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Marjaree Mason Center at (800) 640-0333 (24 hr.)**.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **Women's Resource Center- Violence Prevention Program- California State University Fresno at 559-278-4435**.

Victims of stalking seeking help may contact **Family Justice Center at (559) 621-2225**.

Attachment: Certification form HUD-5382 [form approved for this program to be included]

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

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

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

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

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

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

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

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

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

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

1. Date the written request is received by victim: _____
2. Name of victim: _____
3. Your name (if different from victim's): _____
4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____
6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____
8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

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

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

Signature _____ Signed on (Date) _____

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

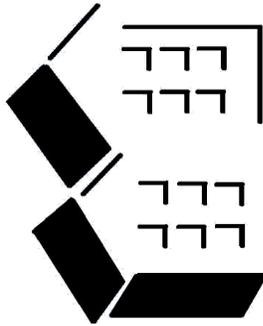
This form is a courtesy provided to owners and residents for use in preparing for initial or yearly inspections. The following list will help identify the most common items that arise during inspections. There may be additional consideration at the time of the inspection.

COMMONLY MISSED ITEMS	
Problem Areas	Specific Problems
Air Infiltration	Around exterior doors, windows, holes in walls
Appliances	Refrigerator not working properly - MUST be present Stove dirty and/ burners, oven not working properly – MUST be present
Bathroom Ventilation	Non-operable window or non working exhaust fan
Deteriorated Paint	Peeling, flaking, chipping, cracking, chalking
Electrical	Loose or broken - lights, ceiling fans, outlets, switches, cover plates Wiring - loose and hanging Missing or damaged light bulbs Electrical service panel - loose cover, blanks in breaker box
Exterior	Yards must be maintained and groomed Steps that have 4 or more risers must have handrail Porches that are 30 inches or higher must have railing Fences must be stable, free of protruding nails and broken boards Fencing required around the perimeter of drained pools
Exterior Doors	Must close and lock properly - NO double dead bolts allowed
Flooring	Must not have torn carpets or linoleum Must not have any exposed nail strip Carpets must be sanitary
Furnace/AC	Not heating or cooling properly Missing or dirty air filter
Mold like substance	Check ceilings, walls, windows, tub and toilets
Owner Items	No owner items on the property, ie. Cars, RV's tools, etc
Pest Infestation	Roaches, Fleas, Mice, Rats, Bed Bugs
Plumbing	Leaking faucets, sinks, tubs, showers, dishwashers, running toilets Loose toilets, sinks / broken pipes and/or fixtures Slow draining or clogged drains
Smoke Detectors	Not present or not working. Must be present on all levels including basement
Utilities	PG&E and Water, Garbage and Sewer - Services must be on No shared meters accepted UNLESS owner pays all utilities
Water Heaters	No hot water to sinks, lavatories, tubs or showers Discharge line missing / not less than 12 inches from the floor Must have pressure relief valve
Windows	Do not lock. Must open and close properly All windows must be free of defects, cracked or broken panes



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

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

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. **Remember, you may receive rental assistance at only one home!**

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

What are the penalties for providing false information?

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, **ask your PHA**. When changes occur in your household income, **contact your PHA immediately** to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute **and** request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute **and** request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/bph/programs/bphfrtipub.cfm>.

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

My signature below is confirmation that I have received this Guide.

Signature

Date

LGBT Equal Access to HUD Programs



The U.S. Department of Housing and Urban Development enforces regulations that ensure its programs are open to all eligible individuals regardless of actual or perceived sexual orientation or gender identity.



www.hud.gov/lgbthousingdiscrimination

HUD's regulations requiring equal access to LGBT persons include the following:

- A general equal access provision which requires housing that is funded by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) to be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
- Clarification that the terms "family" and "household," as used in HUD programs, include persons regardless of actual or perceived sexual orientation, gender identity, or marital status;
- Prohibition on owners and operators of HUD-funded housing or housing insured by FHA from asking about an applicant's or occupant's sexual orientation or gender identity for the purpose of determining eligibility or otherwise making housing available; and
- Prohibition on FHA lenders from taking into account actual or perceived sexual orientation or gender identity in determining the adequacy of a potential borrower's income.

If you believe a housing provider or FHA-insured lender violated this rule or otherwise denied housing to someone because of actual or perceived sexual orientation, gender identity, or marital status, contact your local HUD office or HUD's Office of Fair Housing and Equal Opportunity for help at (800) 669-9777 or (800) 927-9275 (TTY).



www.hud.gov/lgbthousingdiscrimination