Housing Choice Voucher Briefing Packet

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Caseworker Name: ___________________________ Phone extension: _______________________

The forms listed below are covered in the DVD:
- A Good Place to Live
- Protect Your Family From Lead in Your Home
- Fair Housing
- Are You a Victim of Housing Discrimination
- Violence Against Women Act (VAWA) Notice to Participants
- Notice of Occupancy Rights under VAWA
- Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, And Alternate Documentation
- How Your Rent is Determined HUD Fact Sheet
  - For Housing Choice Voucher Program
  - For Project-based

Oral Briefing
- Voucher Term, Voucher Extension Policy, Voucher Suspension
- Subsidy Standard/Voucher Size
- Larger Bedroom Size Request Policy
- How the Housing Assistance Payment is Determined
- Maximum Rent
- Payment Standard
- Initial One Year Lease
- List of Landlords
- Benefits of Moving to Lower Poverty Area
- Tips on Searching For and Finding a Rental Unit
- Informal Hearing Information

The forms listed below are covered in the oral briefing:
- Benefits of Moving to Lower-poverty Area
- Tips on Searching For and Finding a Rental Unit
- Source of Income Discrimination in Housing
- List of Landlords
- Payment Standards/Rental Guidelines
- Portability Information
- Family Obligations
- Informal Hearing Information
- Notification Watch Out for Lead Based Paint Poisoning
- Voucher
- Voucher Extension Request and Search Record

Request for Tenancy Approval (RFTA) Packet
- Request for Tenancy Approval (RFTA)
- Disclosure of Information on Lead-Based Paint and/or Lead-Based paint Hazards
- Owner/Agent Data Form
- W-9 Request for Taxpayer ID
- Direct Deposit Authorization
- HAP Contract Information
- Tenancy Addendum HUD-52641-A
- Violence Against Women Act (VAWA) Notice to Owners
Housing Choice Voucher
Oral Briefing

- **Voucher Term** – Once your eligibility is determined you will be issued a voucher. The voucher will be mailed to you and state the number of bedrooms your family is eligible for, the date issued and the date it will expire. The initial term of the voucher is 60 days. This gives you 60 days to find a rental unit and submit to us a “Request for Tenancy Approval” form.

- **Voucher Extension Policy** – You may request four (4) 30 day extensions of the voucher if necessary. In order to be granted a 30 day extension you must submit the request in writing and it must be received by AHD prior to the expiration date of the voucher. You must also complete a search record and submit it with your written 30 day extension request. A search record is written documentation that you have been making a reasonable effort to find a unit. A “Voucher Extension Request and Search Record” form is included in this packet. You may also request an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.

- **Voucher Suspension** – The time on your voucher is suspended when a “Request for Tenancy Approval” is received in the office. The time on your voucher will resume if you cancel your request for the unit or if we notify you in writing that we are unable to assist with the unit you selected.

- **Subsidy Standard** – The voucher is for a specific bedroom size which is determined based on your family size and the composition of your family. You will be issued a voucher for the smallest number of bedrooms needed without overcrowding. You may find a unit with more bedrooms than are listed on the voucher but the payment standard for the family will determine the maximum subsidy. You may find a unit with fewer bedroom’s than are listed on the voucher but the payment standard for the smaller unit will be used to determine the subsidy.

- **Larger Bedroom Size Request Policy** – Exceptions may be granted if determined that the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances. An exception may be granted upon request as an accommodation for persons with disabilities. AHD will require documentation to verify the need. The family must request in writing an exception within 30 days of the determination of voucher size and must include an explanation of the need or justification. A larger voucher will not be issued due to additions of family members other than by birth, adoption, marriage or court-awarded custody. A larger voucher will not be issued due to additions of adult offspring, other adult family members or room-mates.
• How the Housing Assistance Payment is Determined — The amount the family will pay toward rent will be the highest of the following amounts:
  o 30% of the family monthly adjusted income;
  o 10% of the family’s monthly income;
  o Welfare rent; or
  o Minimum rent of $50

• Maximum Rent — At the time the family initially receives assistance or moves to a different unit, the family share of rent may not exceed 40% of the family’s monthly adjusted income when the gross rent for the unit exceeds the payment standard.

• Payment Standard — There are specific payment standards for each county and bedroom size. These are included in this packet. When looking for a unit, you should look for one that is at or below the payment standard. The amount of the payment standard includes the rent plus a utility allowance. The utility allowance is determined by the type of unit, type of utilities and what utilities are paid by the renter.

• Initial One Year Lease — Once you’ve chosen a rental unit and the owner and unit have been approved by AHD, you will be required to enter into a one (1) year lease. After the initial lease term of one year has passed, the lease automatically turns into a month to month lease unless your landlord requests a new lease term.

• List of Landlords — Enclosed is a list of landlords/owners and organizations who may be willing to lease a unit to your family. If your family includes a disabled person, you may request a current listing of accessible units known to us that may be available.

• Benefits of moving to lower-poverty areas — We have provided you with information highlighting the benefits of moving to areas with lower-poverty levels. Lower-poverty areas can have positive physical and mental health effects, increase the likelihood of finding employment or earning higher wages, as well as help children do better in school increasing the likelihood of college.

• Tips on Searching For and Finding a Rental Unit — We have provided you with information that will help you successfully find a unit to rent. This includes using local newspaper, the internet, talking to people you know, walking or driving around, or speaking to real estate brokers. We’ve also given you some questions to ask a potential landlord and tips on how to get a landlord to rent to you.

• Informal Hearing Information — In the event that AHD denies or terminates your participation in the Housing Choice Voucher program you will be given the opportunity for an informal hearing if you do not agree with the decision. Our informal hearing policy is enclosed.
A Good Place to Live!
Introduction

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

Housing Quality Standards

Housing quality standards help to ensure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program, there are two kinds of housing quality standards. Things that a home must have in order approved by the PHA, and Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

The Living Room must have:

Ceiling
A ceiling that is in good condition.
- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

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

Electricity
At least two electric outlets, or one outlet and one permanent overhead light fixture. Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.
- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor
A floor that is in good condition.
- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Window
At least one window. Every window must be in good condition.
- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

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

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1976.

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?

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.
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.
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.

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 place 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)
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 stairways.

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.

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 failing 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.
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.
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.

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?

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.
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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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 approved public or private water supply system. Ask the manager or owner.

Sewage
A plumbing system that is connected to an approved 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.
4. Other Rooms

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

Other Rooms Used for Living must have:

**Ceiling**
A ceiling that is in good condition.

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

**Walls**
Walls that are in good condition.

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

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

**Electricity in Bedrooms**
Same requirement as for living room.

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

**Floor**
A floor that is in good condition.

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

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

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

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

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

You should also think about:

- What you would like to do with the other rooms.
  - Can you use them the way you want to?

- The type of locks on windows and doors.
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?

- The condition of the windows.
  - Are there small cracks in the panes?

- The amount of weatherization windows.
  - Are there storm windows?
  - Is there weather-stripping? If you pay your own utilities, this may be important.

- The location of electric outlets and light fixtures.

- The condition of the paint and wallpaper
  - Are they worn, faded, or dirty?

- The condition of the floors.
  - Are they scratched and worn?
Protect Your Family From Lead In Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development
Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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

Owners, buyers, and renters are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

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

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

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

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

CPSC Regional Offices

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

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 603
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610 N
Oakland, CA 94612
(510) 653-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2044
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

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

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW P. 3209
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410
EPA747-K-99-001
June 2003
EPA Regional Offices

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

EPA Regional Offices
Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
  Regional Lead Contact
  U.S. EPA Region 1
  Suite 1100 (CPT)
  One Congress Street
  Boston, MA 02114-2023
  1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
  Regional Lead Contact
  U.S. EPA Region 2
  2800 Woodbridge Avenue
  Building 200, Mail Stop 225
  Edison, NJ 08837-3679
  (732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)
  Regional Lead Contact
  U.S. EPA Region 3 (3WC33)
  1650 Arch Street
  Philadelphia, PA 19103
  (215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
  Regional Lead Contact
  U.S. EPA Region 4
  61 Forsyth Street, SW
  Atlanta, GA 30303
  (404) 502-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
  Regional Lead Contact
  U.S. EPA Region 5 (DT-81)
  77 West Jackson Boulevard
  Chicago, IL 60604-3666
  (312) 865-6000

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)
  Regional Lead Contact
  U.S. EPA Region 7
  (ARTE-RAI)
  901 N. 5th Street
  Kansas City, KS 66101
  (913) 551-7200

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
  Regional Lead Contact
  U.S. EPA Region 8
  999 18th Street, Suite 500
  Denver, CO 80202-2466
  (303) 312-6021

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

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

IMPORTANT!

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

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.
Lead Gets in the Body in Many Ways

People can get lead in their body if they:

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

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

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

Lead is also dangerous to women of childbearing age:

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

For More Information

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

EPA's Safe Drinking Water Hotline
Call 1-800-426-4791 for information about lead in drinking water.

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

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

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

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

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

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

Old painted toys and furniture.

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

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

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

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

Lead's Effects

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

In children, lead can cause:

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

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

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

In adults, lead can cause:

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

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

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

Checking Your Family for Lead

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

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

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

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

Remodeling or Renovating a Home With Lead-Based Paint

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

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

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

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

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

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

- **You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.**

- **To permanently remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.**

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

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

- **40 micrograms per square foot (µg/ft²) for floors, including carpeted floors;**
- **250 µg/ft² for interior windowsills; and**
- **400 µg/ft² for window troughs.**

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

Identifying Lead Hazards

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

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

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

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

- **40 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors.**
- **250 µg/ft² and higher for interior window sills.**

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

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

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

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

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

◊ A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.

◊ A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.

◊ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

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

◊ Visual inspection of paint condition and location.

◊ A portable x-ray fluorescence (XRF) machine.

◊ Lab tests of paint, dust, and soil samples.

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

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

What You Can Do Now To Protect Your Family

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

◊ If you rent, notify your landlord of peeling or chipping paint.

◊ Clean up paint chips immediately.

◊ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

◊ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.

◊ Wash children's hands often, especially before they eat and before nap time and bed time.

◊ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.

◊ Keep children from chewing window sills or other painted surfaces.

◊ Clean or remove shoes before entering your home to avoid tracking in lead from soil.

◊ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.
Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

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

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

CONNECT WITH HUD

Department of Housing and Urban Development
Room 6204
Washington, DC 20410-2000

02305

Please visit our website: www.hud.gov/housing
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
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
• 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.

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.
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.

- 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.
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.

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 may also 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
• 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

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;
• 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
• 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:

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 Concord 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:
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.
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) 730-2554

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

(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) 489-5558 * TTY (415) 489-5664

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

For Iowa, Kansas, Missouri and Nebraska:
KANSAS CITY REGIONAL OFFICE
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
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 it fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for a rental or sale of a dwelling
- Provide different 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

To file electronically, visit: www.hud.gov
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)
- Disability (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.

Date mailed: [ ] [ ]
Address to which you sent the information:

HUD does not discriminate on the basis of race, color, national origin, sex, disability, or familial status.

Use the following for your records:

Date mailed: [ ] [ ]
Address to which you sent the information:

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.

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, (PL 100-430); Title VI of the Civil Rights Act of 1964, (PL 88-352), Section 504 of the Rehabilitation Act of 1973, as amended, (PL 93-112), Section 109 of Title I - Housing and Community Development Act of 1974, as amended (PL 97-35); Americans with Disabilities Act of 1990, (PL 101-336); and by the Age Discrimination Act of 1975, as amended (42 USC 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 the 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

Instructions: Fill out the 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. Each form must be signed and dated.

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

Race, color, religion, sex, national origin, familial status, or 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 violate the fact or facts I stated above that you believe apply.

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

Identify the person, entity, or organization.

Who else can we call if we cannot reach you?

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? Harassed or discriminated against in other housing settings?

State briefly what happened.

Form HUD-9031 (1/02)

OMB Approval No. 2524-0031 (Ext. 1/31/02)

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call the office directly. See address and telephone listings on back page.
VIOLENCE AGAINST WOMEN ACT (VAWA) NOTICE TO PARTICIPANTS

The Violence Against Women Act (VAWA) provides protection for certain victims of domestic violence, dating violence or stalking, as well as members of the victims' immediate families. The protections apply to Section 8 participants, and housing authorities must notify participants of their rights under VAWA. Please note: these protections apply to men and children as well as women.

VAWA Protections Against Evictions or Termination of Assistance

Under VAWA, victims of domestic violence, dating violence or stalking are protected as follows:

- You cannot be denied housing or housing assistance only because you are a victim. If you are otherwise eligible for housing or housing assistance, the housing authority or landlord cannot deny you only because you are or have been a victim of domestic violence, dating violence or stalking.
- You cannot be evicted or terminated for “good cause” or “lease violation” if you are the victim. You cannot be evicted based on an incident of actual threatened domestic violence, dating violence or stalking if you are the victim of the incident. Please see “actual imminent threat” below for an exception to this rule.
- You cannot be evicted or terminated for criminal activity if the criminal activity was directly related to the domestic violence, dating violence or stalking. If the criminal activity was committed by a member of your household or any guest or other person under your control, and you (or an immediate family member) are the victim and the criminal activity was directly related to domestic violence, dating violence or stalking, you cannot be evicted.
- Your lease or voucher can be changed to evict only the perpetrator(s). This action is known as “bifurcation” and allows the victimized tenants to remain in the unit while removing only the tenant who committed the act of domestic violence, dating violence or stalking.
- You can move to protect family members. The PHA cannot terminate assistance if you move to protect the health/safety of a family member who is the victim of domestic violence, dating violence or stalking and reasonably believed he/she was imminently threatened by further violence if he/she stayed in the unit.

Limits of VAWA Protection

The protections of VAWA do not protect you from denial or termination of assistance or from being evicted in all circumstances. Under VAWA, you may be terminated for the following reasons:

- Good cause unrelated to domestic violence, dating violence or stalking – Tenants and/or applicants may be denied, terminated or evicted for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a more demanding standard than non-victims.
- Actual and imminent threat – The tenant may be terminated or evicted if the tenant is an actual or imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted.

Documentation of Victim Status

If you claim protection under VAWA, the PHA or landlord may require you to provide documentation that you are a victim and that the incident or incidents are bona fide incidents of such actual or threatened abuse. If documentation is requested, the request must be made in writing. The housing authority or landlord must give you at least fourteen (14) business days to provide one of the following forms of documentation:

- Self-certification of the victim – Upon request, the housing authority or landlord will provide a form for you to use
- Documentation from a professional – The documentation can be from an employee, agent, or volunteer of a victim service provider, an attorney or a medical professional you consulted about the domestic violence, dating violence or stalking
- Other records – You can submit federal, state, tribal, territorial or local police or court records.

IMPORTANT: You must provide the documentation on or before the deadline specified on the request. If you fail to provide the documentation by the deadline, you may be denied, terminated or evicted.

Confidentiality of VAWA-Related Information

All information provided to a housing authority or landlord relative to a claim for VAWA protection must be kept confidential. The housing authority or landlord must not share your information with unauthorized individuals, unless you give written consent to do so or the information is required for use in an eviction proceeding or otherwise required by law.

For Additional Information

Please visit the U.S. Department of Justice website at http://www.ovw.usdoj.gov/regulations.htm

Eff. 9/1/2016 update 11/2/17
Arbor Housing and Development

Notice of Occupancy Rights under the Violence Against Women Act

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. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Housing Choice Voucher program is in 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 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 Housing Choice Voucher 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

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1 The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.
2 Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.
3 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.
If you are receiving assistance under Housing Choice Voucher 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 Housing Choice Voucher 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.

Removing the Abuser or Perpetrator from the Household

HP 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 HP chooses to remove the abuser or perpetrator, HP 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, HP 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, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP 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, HP 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, HP 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 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.

Form HUD-5380
(12/2016)
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.

HP 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.

HP's emergency transfer plan provides further information on emergency transfers, and HP 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

HP 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 HP must be in writing, and HP 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. HP 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 HP as documentation. It is your choice which of the following to submit if HP 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 HP 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.

- 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 HP has agreed to accept.

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

**Confidentiality**

HP 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.

HP must not allow any individual administering assistance or other services on behalf of HP (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.

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

- You give written permission to HP to release the information on a time limited basis.
- HP 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 HP or your landlord to release the information.
VAWA does not limit HP’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

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, HP cannot hold tenants who have been victims of domestic violence, 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 HP 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 HP can demonstrate the above, HP 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 NYS Homes and Community Renewal.

For Additional Information


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

For questions regarding VAWA, please contact your caseworker at Arbor Housing and Development.

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 Salvation Army of Elmira - Safehouse at 1-607-732-1979 or Catholic Charities of Chemung/Schuyler County - First Steps Victim Services at 1-607-742-9629 or Arbor Housing and Development - Domestic Violence Services at 1-800-286-3704.

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 Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE.

Attachment: Certification form HUD-5382
CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION

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.

Form HUD-5382
(12/2016)
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.
FACT SHEET
For HUD ASSISTED RESIDENTS

Project-Based Section 8

"HOW YOUR RENT IS DETERMINED"

Office of Housing
September 2010

This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification.

Why Determining Income and Rent Correctly is Important

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

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

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs’ Responsibilities:
- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by $200 or more per month
- Recalculate rent every 90 days when resident claims minimum rent hardship exemption
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents’ Responsibilities:
- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family’s anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family’s rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent
Project-Based Section 8 Rent Formula:
The rent a family will pay is the highest of the following amounts:
- 30% of the family’s monthly adjusted income
- 10% of the family’s monthly income
- Welfare rent or welfare payment from agency to assist family in paying housing costs.
  OR
- $25.00 Minimum Rent

Income and Assets

HUD assisted residents are required to report all income from all sources to the Owner or Agent (OA). Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of $5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:
- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for deferred periodic payments of supplemental security income and social security benefits, see Exclusions from Annual Income, below)
- Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay (except for lump-sum additions to family assets, see Exclusions from Annual Income, below Welfare assistance
- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)
- For Section 8 programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, shall be considered income to that individual, except that financial assistance is not considered annual income for persons over the age of 23 with dependent children or if a student is living with his or her parents who are receiving section 8 assistance. For the purpose of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

Assets Include:
- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:
- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant
or are held in an individual's name but:

- The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
- that other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as a result of:
  - Foreclosure
  - Bankruptcy
  - Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

Exclusions from Annual Income:
- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- Subject to the inclusion of income for the Section 8 program for students who are enrolled in an institution of higher education under Annual Income includes, above, the full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed $200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of $480 for each full-time student 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of $480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State of local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:
- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes
• Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
• Payments received under programs funded in whole or in part under the Job Training Partnership Act
• Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
• The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
• Payments received from programs funded under Title V of the Older Americans Act of 1985
• Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent—product liability litigation
• Payments received under the Maine Indian Claims Settlement Act of 1980
• The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
• Earned income tax credit (EITC) refund payments on or after January 1, 1991
• Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
• Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
• Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
• Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
• Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998.

Deductions:

• $480 for each dependent including full time students or persons with a disability
• $400 for any elderly family or disabled family
• Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income
• Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that total more than 3% of Annual Income
• If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the family’s 3% of income expenditure is applied only one time.
• Any reasonable child care expenses for children under age 13 necessary to enable a member of the family to be employed or to further his or her education.

Reference Materials
Legislation:

Regulations:
• General HUD Program Requirements;24 CFR Part 5

Handbook:
• 4350.3. Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:
“Federally Mandated Exclusions” Notice 66 FR 4669, April 20, 2001

For More Information:
Find out more about HUD’s programs on HUD’s Internet homepage at http://www.hud.gov
Benefits of moving to lower-poverty areas

Benefits to adults: Increased likelihood of finding employment/higher household earnings, positive physical and mental health effects, lower anxiety levels

Benefits to children: lower health problems, more likely to go to college, higher test scores

Moving with Voucher to Lower-Poverty Neighborhoods While Young Children Improves Key Adult Outcomes

Did not move Moved

$11,270 $11,747

$31 $21

Adult earnings (average annual) College attendance Single parenthood

Figure 2

Low-Income Children Attending Low-Poverty Schools Made Strong Gains in Math and Reading, Compared With Children in Moderate-to High-Poverty Schools

- Children in low-poverty schools
- Children in moderate-to high-poverty schools

45%
40
35
30
0 2 3 4 5 6 7 Years in district

Average percentile rank of scores on standardized math tests

45%
40
35
30
0 2 3 4 5 6 7 Years in district

Average percentile rank of scores on standardized reading tests

Note: The children studied lived in public housing in Montgomery County, Maryland. On average, runs poor students in the district scored at the 50th percentile. “Low-poverty” schools are those whose income below 20 percent of students are eligible for free or reduced-price meals (FRAMS). In “moderate-to high-poverty” schools, 20 to 65 percent of students are eligible for FRAMS. Test score percentiles are in relation to all children in county public schools.

TIPS ON SEARCHING FOR AND FINDING A RENTAL UNIT

Finding a rental unit can be challenging. Please review the following tips to learn new ways to find a rental unit in our area.

Ways to find an Apartment:


2. **Internet Search** - If you have access to a computer, NYHousingsearch.gov, Apartments.com and Craigslist have on-line listings of apartments for rent in our area and are a valuable search tool to help you locate a rental unit.

3. **Landlord Lists** - Arbor Housing and Development has provided you with a list of landlords in your search area who have previously rented to tenants in receipt of Section 8 Rental Assistance. Give them a call and see if they have any available units.

4. **Word-of-Mouth.** If you are searching for a rental unit, make sure all of your friends and family, co-worker’s, neighbor’s, etc., know you are looking too. Ask them to notify you if they see or hear of any available units within your payment standard.

5. **Walking/Driving around.** Some landlord’s do not advertise in the newspaper or on-line, etc., however they simply place a “For Rent” sign in the window of the unit. Take a walk or drive around the neighborhood to see if you spot any opportunities. You may get lucky!

6. **Real Estate Broker.** Many of our local real estate offices act as agents for Landlords. Give them a call and see if they have any units available for rent within your payment standard.

What to say when you call a landlord:

1. Introduce yourself, speak clearly and state what you are calling about.
   Example – Hello, my name is Jane Doe. I am looking for a 1/2/3 (bedroom size is listed on your Voucher as Unit size) bedroom rental unit. Do you have any units available at this time?

2. If the landlord does have a rental unit/units available, you may then ask the following:
   - What is the address of the available unit?
   - What is the monthly rent of the available unit?
   - What utilities are provided by the landlord and what utilities would the tenant be responsible for?
   - What is the amount of the security deposit?
   - What date will the unit become available?
   - What is the structure type of the available unit (single family home, duplex, high rise, etc.)?

3. If the unit is affordable, ask the landlord if you can schedule a time to go look at the unit.
When you have found a unit:

1. Impress the landlord. If you find a great apartment that fits within your payment standard and meets your family's needs, make sure that the landlord will want you to become his/her tenant. If possible, ask your present or previous landlord to write a letter of recommendation citing that you paid your rent on time and complied with the terms of your lease, etc. Providing character references, including their name, title and contact phone number, from your employer, co-worker's, clergy members or long-time friends may also help to make sure the landlord will want to establish a rental relationship with you. Being prepared may make the difference of the landlord selecting you over others who are also interested in renting his/her rental unit. Present your Landlord with the Request for Tenancy Approval Form Leasing Packet and ask him/her to complete the required paperwork. Both you and your landlord must sign the Request for Tenancy Approval and once that is received by Arbor Housing and Development, a Housing Quality Standards Inspection will be scheduled if the unit fits into your budget and is rent reasonable.

When things don’t work out:

1. Sometimes landlords choose not to rent their units to Section 8 recipients. If the potential landlord tells you this, stay calm and polite and respectfully ask him or her to review the information contained in the Request for Tenancy Approval Leasing Packet. Sometimes landlords are reluctant due to not being familiar with our program and/or understanding the relationship between the landlord and Arbor Housing. You may also encourage the landlord to call Arbor Housing and Development with any questions they may have. If this fails, complete your search record and continue your search for a suitable rental unit.

2. You may also have to continue your search should you submit a Request for Tenancy Approval and the unit does not fit your budget, is not rent reasonable or does not pass inspection.

3. While there may be some bumps in the road along the way, don’t get discouraged - stay positive and keep searching. There are units out there for you, although sometimes it does take a lot of time and effort to discover them.

4. Don’t forget to keep track of the units you have looked into and the landlords you have spoken to for your search record. This will be necessary if you are unable to find a unit and need to request an extension on your Voucher.
SOME EXAMPLES:

Margaret is seeking an apartment and is told by a landlord, who has an available apartment that Margaret can afford with her housing voucher, that vouchers are not accepted. Is this a valid reason to refuse to rent to Margaret? No. The law requires that an apartment may not be denied to an applicant because of the use of a voucher.

Gwen receives child support from the father of her children, and with this support she is qualified to rent an available apartment. The landlord tells her that he does not take into account child support because fathers sometimes stop paying. This is discriminatory. The landlord may evict a tenant who fails to pay the rent, but may not refuse to rent on speculation of future inability to pay based on the possibility that child support won’t be paid.

Robert lives with his disabled child who receives Supplemental Security Income (SSI). By including the child’s benefits, Robert qualifies for an available apartment, but the landlord refuses to rent on the basis that she will not include the child’s SSI. Can the landlord refuse to include this income? No. This is source of income discrimination, and may also be discrimination on the basis of familial status and disability.

Luis is denied the use of fitness equipment available to other tenants because he receives governmental housing assistance to pay part of his rent. Is this lawful? No. Equal terms, conditions and privileges cannot be denied to a tenant on the basis of the source of the tenant’s income.

FILING A COMPLAINT at the DIVISION

If you believe that you have discriminated against by a housing provider with regard to your lawful source of income, you can file a complaint with the New York State Division of Human Rights. A complaint must be filed with the Division within one year of the alleged discriminatory act. To file a complaint:

- Visit the Division’s website, at WWW.DHR.NY.GOV, and download a complaint form. Completed complaints should be signed before a notary public, and returned to the Division, by email, fax, mail or in person.
- Stop by a Division office in person.
- Contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint.

For more information or to find the regional office nearest to you, visit the Division’s website WWW.DHR.NY.GOV. You can also call the Division’s toll-free HOTLINE at 1(888)392-3644.

Your complaint will be investigated by the Division, and if the Division finds probable cause to believe discrimination has occurred, your case will be sent to a public hearing, or the case may proceed in state court. There is no fee charged to you for these services.

If the Commissioner of Human Rights finds in your favor following the hearing, the relief awarded to you may include such remedies as a cease-and-desist order, provision of housing that was denied, and monetary compensation for the harm you suffered.
New Yorkers Are Protected from Housing Discrimination on the Basis of Lawful Source of Income

The New York State Human Rights Law was amended, effective April 12, 2019, to protect those who rely on any lawful source of income from discrimination in housing.

What sources of income are protected?
Lawful sources of income include, but are not limited to:
- child support
- alimony or spousal maintenance
- foster care subsidies
- social security benefits
- federal, state, or local public assistance
- federal, state, or local housing assistance
- any other form of lawful income

Housing assistance includes Section 8 or any other type of vouchers, or any other form of housing assistance, regardless of whether paid to the tenant or the landlord.

Who are persons who may not discriminate?
All housing providers and real estate professionals are required not to discriminate. These include:
- Owners, landlords
- Managing agents or companies
- Co-op boards and condominium associations
- Tenants seeking to sublet
- Real estate brokers and salespersons
- Any employee or agent of the above

What actions are discriminatory when based on a person's lawful source of income?
- Refusal to sell, rent or lease or otherwise deny public or private housing
- Providing different terms, conditions or privileges, or denying the use of facilities or services, of any public or private housing
- Making any advertisement, publication, statement, inquiry, record, or using a form of application for public or private housing which expresses any intent to limit or discriminate
- A real estate professional's refusal to negotiate for sale, rental or lease

It is not unlawful to ask about income, only to discriminate based on lawful sources of income.
Housing providers may ask about income, and about the source of income, and require documentation, in order to determine a person's ability to pay for the housing accommodation, but must accept all lawful sources of income equally.

A publicly-assisted housing accommodation may include eligibility criteria in statements, advertisements, publications or applications, and may make inquiry or request information to the extent necessary to determine eligibility. Such eligibility criteria must be only those required by federal or state law or programs.

Contact the Division of Human Rights for further information about your rights.

Retaliation for filing a complaint or opposing discrimination is unlawful
The Human Rights Law prohibits a housing provider or any other entity covered by the Human Rights Law from retaliating against an individual for filing a complaint of discrimination or otherwise opposing practices that are discriminatory.

What are other Human Rights Law protections in the area of housing?
The Human Rights Law also protects against housing discrimination on the basis of race, creed, color, disability, national origin, sexual orientation, gender identity or expression, military status, age, sex, marital status, and familial status.

More information is provided in the Division's publication entitled Fair Housing Guide, available on the Division's website.
Refusal by a housing provider to accept and treat equally any type of benefits received due to disability is also disability discrimination. See the Division's brochure Housing Rights of Persons with Disabilities, available on the Division's website.

Refusal by a housing provider to accept and treat equally child support, spousal support or foster care subsidies may also be familial or marital status discrimination.

Limitations in the Human Rights Law
The New York State Human Rights Law does not cover: rental units in two-family homes occupied by the owner; rental in rooming houses occupied by the owner; rental of all rooms to persons of the same sex; certain senior housing.
## Chemung County Landlord List

<table>
<thead>
<tr>
<th>Landlord Name</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://www.apartments.com">www.apartments.com</a></td>
<td>607-733-3117, Jean Bahomey, 607-731-7891 or 607-733-3029</td>
</tr>
<tr>
<td><a href="http://www.craigslist.org">www.craigslist.org</a></td>
<td></td>
</tr>
<tr>
<td><a href="http://www.nyhousingsearch.gov">www.nyhousingsearch.gov</a> or 1-877-428-8844</td>
<td>Rudy Veruto, 607-733-1023</td>
</tr>
<tr>
<td>Clemens Manor – Senior Housing Only – Must be 55 or older</td>
<td>King Star Homes, 607-734-6888, <a href="mailto:group.kd@hotmail.com">group.kd@hotmail.com</a></td>
</tr>
<tr>
<td>Elmira Senior Living – Maple Ave. Apts. Senior Housing Only - Must be 55 or older</td>
<td>Charles Tuttle, 607-731-0175</td>
</tr>
<tr>
<td>(607) 767-0116</td>
<td></td>
</tr>
<tr>
<td>Hathorn Redevelopment</td>
<td>Richard Deveron, 607-846-7133</td>
</tr>
<tr>
<td>(607) 215-7255</td>
<td></td>
</tr>
<tr>
<td>James Appier</td>
<td>St. Joseph’s Apartments – Age 60 and/or disabled, 607-732-1223</td>
</tr>
<tr>
<td>(607) 562-8628</td>
<td></td>
</tr>
<tr>
<td>BGM Realty</td>
<td>St. Patrick’s Apartments – Age 60 and/or disabled, 607-732-0050</td>
</tr>
<tr>
<td>(607) 271-9100</td>
<td></td>
</tr>
<tr>
<td>Alta Plate</td>
<td>Solid Ground Realty, 607-732-1414, <a href="mailto:solidgroundmgmt@gmail.com">solidgroundmgmt@gmail.com</a></td>
</tr>
<tr>
<td>(607) 739-0717</td>
<td></td>
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<tr>
<td>Cornerstone Properties</td>
<td>James Styles, 607-737-4676, <a href="mailto:jstyles65@yahoo.com">jstyles65@yahoo.com</a></td>
</tr>
<tr>
<td>607-936-6105</td>
<td></td>
</tr>
<tr>
<td>David Hill</td>
<td>Carl Packard, 607-731-3782</td>
</tr>
<tr>
<td>607-481-7105 or 241-5581</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:davidhillsenior@gmail.com">davidhillsenior@gmail.com</a></td>
<td></td>
</tr>
<tr>
<td>Eastgate</td>
<td>Biltmore Crossing – Horseheads, 607-795-8472, <a href="mailto:biltmorecrossing@coniferllc.com">biltmorecrossing@coniferllc.com</a></td>
</tr>
<tr>
<td>607-732-1182</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:EASTGATE@HOMELEASING.NET">EASTGATE@HOMELEASING.NET</a></td>
<td></td>
</tr>
<tr>
<td>Anne Beach</td>
<td>Charles Short, 607-739-0149, <a href="mailto:TRINK327@YAHOO.COM">TRINK327@YAHOO.COM</a></td>
</tr>
<tr>
<td>607-215-5601</td>
<td></td>
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<tr>
<td>Madera Realty</td>
<td>Bill Brougham, 607-426-0147, <a href="mailto:BBROME@GMAIL.COM">BBROME@GMAIL.COM</a></td>
</tr>
<tr>
<td>733-9408</td>
<td></td>
</tr>
<tr>
<td>Barbara McClure</td>
<td>Iman McKay</td>
</tr>
<tr>
<td>607-738-2388</td>
<td></td>
</tr>
<tr>
<td>Regina Noyes</td>
<td></td>
</tr>
</tbody>
</table>

8/14/19
Schuyler County Landlord List

www.apartments.com

www.craigslist.org

www.nyhousingsearch.gov
or 1-877-428-8844

Watkins Glen School Apartments
1-800-838-0441

William Sterling
607-592-3885

Melodie Hammond
607-387-5012
MELODIE@HTVA.NET

Ted Sharack
607-732-3947
TSHARACK@SHARACK.COM

Hal Burrell
315-719-4418

Tracy Rhods
607-426-2505

Julie Chevalier
607-426-1942
<table>
<thead>
<tr>
<th>Company/Address</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knoxville Senior Housing – Corning</td>
<td>(607) 936-8769</td>
</tr>
<tr>
<td>Manor Village Apts. – Bath</td>
<td>(607) 776-6196</td>
</tr>
<tr>
<td>Mountain View Apts. – Bath</td>
<td>(607) 776-9655</td>
</tr>
<tr>
<td>Pine Tree Village Apartments – Painted Post</td>
<td>(607) 962-5551</td>
</tr>
<tr>
<td>Robert Hartman – Corning/Painted Post</td>
<td>(607) 962-3566</td>
</tr>
<tr>
<td>Knowles Apartments – Corning</td>
<td>(607) 527-8785</td>
</tr>
<tr>
<td>Wayland Apartment Co – Wayland</td>
<td>(585) 728-3971</td>
</tr>
<tr>
<td>William Birdsall – Hornell</td>
<td>(607) 566-9216</td>
</tr>
<tr>
<td>Mike Perkins</td>
<td>585-728-5604</td>
</tr>
<tr>
<td>Tracey Bernd</td>
<td>607-346-3144</td>
</tr>
<tr>
<td>Qudrat Ahmed</td>
<td>201-937-2088</td>
</tr>
<tr>
<td>Southview Apartments – Wayland</td>
<td>585-728-3971</td>
</tr>
<tr>
<td>Cheryl Cobb – Bath Area</td>
<td>585-750-4616</td>
</tr>
<tr>
<td>Hornellsville Apartments – Must be 62 or older – or handicapped of any age –</td>
<td>607-295-9836</td>
</tr>
<tr>
<td>Maureen Totor</td>
<td>607-346-1507</td>
</tr>
<tr>
<td>Charles Crossen/Nick Buck</td>
<td>794-0272</td>
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<tr>
<td>Darryl Swift – Corning Area</td>
<td>936-4858</td>
</tr>
<tr>
<td>April Hunt – Hornell Area</td>
<td>324-1674</td>
</tr>
<tr>
<td>Donna LaValle – Woodhull only</td>
<td>458-5724</td>
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<tr>
<td>Nora April Simms Khurk</td>
<td>769-5501</td>
</tr>
<tr>
<td>Shelia McFall</td>
<td>607-542-2661</td>
</tr>
<tr>
<td>Sue Dailey</td>
<td>607-698-4343</td>
</tr>
<tr>
<td>Mike Rowald</td>
<td>631-774-2378</td>
</tr>
<tr>
<td>Karen Oyer – Hornell area</td>
<td>607-324-5644</td>
</tr>
<tr>
<td>Joseph Glosser – Corning Area</td>
<td>607-973-2192</td>
</tr>
<tr>
<td>Michael Rowley</td>
<td>607-324-0182</td>
</tr>
<tr>
<td>Chris &amp; Crystal Myers – Addison/Corning Area</td>
<td>359-2527</td>
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PORTABILITY INFORMATION SHEET
TENANT BRIEFING

Participants in the Section 8 Housing Choice Voucher Program are permitted to transfer their rental assistance from one Housing Agency's (HA) jurisdiction to another location.

**You are eligible for Portability, under the following circumstances:**

1) If you are a resident of this HA's jurisdiction at the time you were scheduled to receive Section 8 Assistance;

2) You were not a resident of this HA's jurisdiction at the time you were scheduled to receive Section 8 Assistance but rented an assisted unit for at least 12 months in this HA's Jurisdiction;

3) Neither of the above, but, in some instances, if the initial HA and receiving HA are in agreement.

**If (1), (2) or (3) above describes your situation, you are eligible to transfer or "port out" to another jurisdiction.**

1) Notify the initial HA of where they want to move:

2) Submit a Request for Tenancy Approval and proposed Lease to the receiving HA for approval no later than the Voucher termination date;

3) Comply with all HUD program rule-, regarding family obligations and receiving HA's administrative policies.

**OBLIGATIONS OF INITIAL HA**

1) Contract receiving HA to determine if it will:
   (a) accept the Voucher and administer it on behalf of the initial HA;
   (b) issue a Voucher of its, own;

2) The initial HA must verify to the receiving HA that the family is eligible for assistance, a Certificate/Voucher has been issued to the family and inform the receiving HA of the deadline by which the family must submit a Request for Lease Approval.

**FACTORS YOU SHOULD CONSIDER WHEN THINKING ABOUT RELOCATION UNDER THE PORTABILITY REGULATIONS**

**What MAY change for you if you move?**

1) Fair Market Rent limits -- if you move outside of the county where you currently reside, the HA to which you are moving may have different Fair Market Rent limits (the total
rent the landlord is entitled to charge). You must abide by the Fair Market Rent limit that apply in your new location.

2) Occupancy standards -- the municipality to which you are moving may require you to find an apartment of a different bedroom size to comply with local occupancy standards.

**What WILL change for you if you move?**

The goal of portability is to improve the quality of your family's life. When you are thinking of moving to another area, you should evaluate how your life will improve in terms of work, school, safety and services. You should make every effort to find out what opportunities your new community can offer you to make your move a successful one.

Signature ____________________________ Date ____________________________
## HCV Rental Assistance
### Allegany, Chemung, Schuyler, & Steuben County

### Fair Market Rent for Manufactured Home Space (effective 10-1-18)

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<tr>
<th></th>
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### Fair Market Rent (effective 10-1-18) Gross Rent Including Utilities

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<td>$1011</td>
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<td>$731</td>
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### Payment Standards (effective 10-1-18)

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<th>1 bedroom</th>
<th>2 bedroom</th>
<th>3 bedroom</th>
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### Waiting List Income Limits @ 50% Median Income (effective 4-24-2019)

<table>
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<tr>
<th>Family Size</th>
<th>Allegany</th>
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<th>Steuben</th>
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</thead>
<tbody>
<tr>
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<tr>
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### Waiting List Income Limits @ Extremely Low-income (ELI) (effective 4-24-19)

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<td>8</td>
<td>43,430</td>
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<td>43,430</td>
</tr>
</tbody>
</table>

Disbursed 4/26/2019; Income Limits updated 4/24/2019
FAMILY OBLIGATIONS

In order for you to receive and continue to receive Housing Choice Voucher (HCV) rental assistance, you and your entire household MUST fulfill your obligations to Arbor Housing and Development (AHD) Housing Choice Voucher (HCV) Program. If you fail to fulfill your obligations, your rental assistance may be terminated.

IN ORDER TO MEET YOUR FAMILY OBLIGATIONS, YOU MUST:

- Complete a determination of eligibility annually.
- Supply any and all information that AHD requests to determine eligibility, including evidence of citizenship or eligible immigration status, verification of social security numbers, consent forms for obtaining necessary information, and any other information requested.
- Supply information that is true and complete.
- Report any and all changes in income or assets in writing to AHD within two (2) weeks of the change.
- Report any and all changes in Household Composition in writing within two (2) weeks of the change to AHD.
- Request in writing and receive written approval from AHD before any other person moves into your household.
- Notify AHD in writing within two (2) weeks if any family member no longer lives in the unit.
- Notify AHD in writing if any household member is going to be away from the unit for an extended time period.
- Request permission for absences that will be longer than 30 days.
- Allow AHD to inspect the unit at reasonable times and after reasonable notice. Any unit participating in the HCV program MUST meet Housing Quality Standards at all times.
- Only reside in the assisted unit.
- Immediately give AHD a copy of any owner eviction notice. In addition, provide copies of all court orders.
- Pay your utility bills and supply appliances that you are required to supply under the lease and HAP contract.
- Pay your share of the rent in a timely manner and pay only the rent specified by AHD. Your portion of the rent is calculated by AHD and is stated in your Rent Adjustment Letter. Pay no more than stated.

MOVES:
After the first term of the lease, you may be able to continue to receive assistance in a new unit if the following conditions are met. Families are not permitted to move more than once in a 12-month period (unless beyond your control).

If you wish to move, you must:

- Notify AHD if you intend to move.
- Give your landlord a 30-day written notice.
- Provide a copy of the 30-day written notice to AHD.
- Ensure that all rental payments to the landlord are up-to-date and re-payment agreement monies owed to AHD are paid in full.
- Ensure that all tenant-related damages to the unit are repaired before you move.

You CANNOT move into a new unit until AHD approves it. AHD will conduct an inspection to ensure all Housing Quality Standards required by HUD are met. AHD will also ensure that the rent is reasonable and affordable and the owner is eligible to participate in the HCV program.

You are responsible if the housing unit fails the AHD inspection for any of the following reasons:

- You fail to pay for any utilities that your family is responsible for according to the terms of the lease.
- You fail to provide and maintain any appliances that the family provides under the lease.
- Any member of the household or guest damages the dwelling unit or premises beyond normal wear and tear.
YOU AND ANY MEMBER OF YOUR HOUSEHOLD MUST NOT:

- Own or have any interest in the unit.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with the HCV program.
- Participate in illegal drug or violent criminal activity, or any other criminal activity.
- Sublease, sublet, assign the lease, or transfer the unit to any other party.
- Commit any serious or repeated violation of the lease.
- Receive HCV assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or local housing assistance program.
- Abuse drugs or alcohol in any way that threatens the health, safety or right to peaceful enjoyment of other tenants in the immediate vicinity of the premises.

GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE

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

- If the family violates any family obligation under the HCV program (see first page)
- If any member of the family is subject to lifetime registration under a state sex offender registration program
- If any member of the family has ever been evicted from public housing
- If any agency has ever terminated assistance for cause under the voucher program for any member of the family
- If the family currently owes rent or other amounts to AHD or to another agency in connection with the HCV Program or public housing assistance under the Housing Act of 1937
- If the family has not reimbursed any agency for amounts paid to an owner under a HAP Contract for rent, damages to the unit, or other amounts owed by the family under the lease
- If the family breaches an agreement with AHD to pay amounts owed to this office, or amounts paid to an owner by this office
- If the family has engaged in or threatened abusive or violent behavior toward AHD personnel
- If the family is guilty of abuse or fraud (fraud is a criminal offense)
- If the family refuses to supply any certification, release of information or documentation which AHD or HUD determines to be necessary for the administration of the program
- If the family vacates the dwelling unit without proper notice to AHD
- If the family does not use the dwelling as its principal place of residence
- If the family engages in drug-related activity or violent criminal activity, including criminal activity by any family member

I/we have read and understand the AHD HCV Program Family Obligations, and I/we agree to abide by these obligations.

Head of Household

[Signature]

Date

Spouse

[Signature]

Date

Other Adult

[Signature]

Date

Other Adult

[Signature]

Date

Other Adult

[Signature]

Date

Eff. 9/1/2016; update 11/8/17
INFORMAL HEARING INFORMATION

An informal hearing is the Housing Authority’s procedure for hearing a participant when the participant does not agree with a determination to terminate their participation on the Section 8 Housing Choice Voucher Program.

If you receive a termination notice, you must request an informal hearing in writing within 10 business days. Arbor Housing and Development (AHD) will mail you a hearing date and time to appear at AHD’s administrative building. Appointments are scheduled according to the availability of the Hearing Officer.

An informal hearing is not required when:

- AHD determines not to approve an extension or suspension of a voucher term
- AHD determines not to approve a unit or lease
- AHD determines an assisted unit is not in compliance with HQS (However, AHD will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
- AHD determines that the unit is not in accordance with HQS because of family size
- AHD determines to exercise or not exercise any right or remedy against the owner under a HAP contract.

You may ask for an explanation of AHD’s determination if you do not agree with bullet 1 or 2 and if you do not agree with the explanation you may request an informal hearing.

An informal hearing will be provided to consider whether AHD’s determination is in accordance with the law, HUD regulations and AHD’s policies:

- Determination of the family's annual or adjusted income used to compute the housing assistance payment
- Determination of utility allowance for tenant-paid utilities from AHD’s utility allowance schedule
- Determination of unit size under AHD’s subsidy standards
- Determination to terminate assistance because of the participant family's action or failure to act
- Determination to terminate assistance because the participant family has been absent from the assisted unit longer than the maximum period permitted under AHD’s policy and HUD rules

The termination notice and the letter of appointment will provide you with detailed information regarding AHD’s hearing procedure:

- Family opportunity to examine before the hearing any AHD documents that are directly relevant to the hearing and the right to copy, at the family expense of any such document(s). If AHD does not make the document(s) available for examination on request of the family, AHD may not rely on the document(s) at the hearing.
- AHD will be given the opportunity to examine, at the AHD office before the hearing, any family documents that are directly relevant to the hearing and allowed to copy any such document(s). If the family does not make the document(s) available for examination on request of AHD, the family may not rely on the document(s) at the hearing.
- A lawyer or other representative may represent the family at the family’s own expense. Free legal advice may be available from Chemung County Neighborhood Legal Services or Southern Tier Legal Services.
- The hearing will be conducted by a qualified hearing officer designated by AHD who is not the person who made or approved the decision under review of a subordinate of this person.
- AHD and the family will have the opportunity to present evidence and to question any witnesses.
- The hearing officer will issue a written decision with 14 calendar days from the date of the hearing stating the reasons for the decision. Factual determinations will be based on a preponderance of evidence presented at the hearing.

Eff. 9/1/2016; updated 12/1/17
NOTIFICATION
Watch Out for Lead-Based Paint Poisoning

Sources of Lead Based Paint
The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, windows sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

Hazards of Lead-Based Paint
Lead poisoning is dangerous—especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

Symptoms of Lead-Based Paint Poisoning
Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

Advisability and Availability of Blood Lead Level Screening
If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help and more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is certified as having an elevated blood lead level, you should immediately notify the Community Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

Precautions to Take to Prevent Lead-Based Paint Poisoning
You can avoid lead-based paint poisoning by performing some preventative maintenance. Look at your walls, ceiling, doors, door frames and windowsill. Are there places where the paint is peeling, flaking, chipping, or powdering? If so, there are some things you can do immediately to protect your child:
(a) Cover all furniture and appliances;
(b) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window sills and ceilings;
(c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. DO NOT BURN THEM.
(d) Do not leave paint chips on the floor in window wells. Damp mop floors and windowsills in and around the work area to remove all dust and paint particles.
(e) Keep these areas clear of paint chips, dust and dirt is easy and very important; and
(f) Do not allow loose paint to remain within children’s reach since children may pick loose paint off the lower part of the walls.

Homeowner Maintenance and Treatment of Lead-Based Paint Hazards
As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before re-painting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainting with two (2) coats of non-lead paint. Instead of scraping and repainting, the surface may be covered with other material such as wallboard, gypsum, or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created, which may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simple painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you as an adult play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

Tenant and Homebuyer Responsibilities
You should immediately notify the management office or the agency through which you are purchasing your home if the unit has flaking, chipping, powdering or peeling paint, water leaks from plumbing, or a defective roof. You should co-operate with that office’s effort to repair the unit.

I have received a copy of the Notification entitled “Watch Out for Lead Based Paint Poisoning” AND I have received a copy of the pamphlet, “Protect Your Family From Lead in Your Home”.

Printed name of recipient

Date

Signature of recipient

Exhibit V
Voucher
Housing Choice Voucher Program
U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

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
SAMPLE

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.)

   Unit Size
   SAMPLE

2. Date Voucher issued (mm/dd/yyyy)
   Insert actual date the Voucher is issued to the Family.

   Issue Date (mm/dd/yyyy)
   01/01/2000

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.)

   Expiration Date (mm/dd/yyyy)
   03/30/2000

4. Data Extension Expires (if applicable)(mm/dd/yyyy)
   (See Section 6 of this form)

   4. Data Extension Expires (mm/dd/yyyy)

5. Name of Family Representative
   SAMPLE

   Signature of Family Representative
   SAMPLE

   Date Signed (mm/dd/yyyy)
   01/01/2000

7. Name of Public Housing Agency (PHA)
   SAMPLE

   Official
   SAMPLE

8. Name and Title of PHA Official
   SAMPLE

9. Signature of PHA Official
   SAMPLE

   Date Signed (mm/dd/yyyy)
   01/01/2000

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.

   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.
3. PHA Approval or Disapproval of Unit or Lease  
A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.  
B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner’s lease, the provisions of the HUD tenancy addendum shall control.

D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.

E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.

1. The owner and the family must execute the lease.  
2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.  
3. The PHA will execute the HAP contract and return an executed copy to the owner.

F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:

1. The proposed unit or lease is disapproved for specified reasons, and
2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family  
A. When the family’s unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.

B. The family must:
1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family’s only residence.
8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
9. Request PHA written approval to add any other family member as an occupant of the unit.
10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

C. Any information the family supplies must be true and complete.

D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.

7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any 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.
Voucher Extension Request and Search Record

I am requesting a 30-day extension on my Voucher. I have been trying to find a rental unit. Below are the attempts I have made.

<table>
<thead>
<tr>
<th>Date</th>
<th>Landlord Name and/or Phone</th>
<th>Rental Unit Info (bedroom size, $ rent utilities, etc.)</th>
<th>Outcome/problem?</th>
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Voucher Holder's Signature ___________________________ Print Name ___________________________ Date _____________

☐ Extension Granted
☐ Extension Denied

If denied, the request has been denied because:
☐ The request was not received before the expiration date on the Voucher
☐ The Voucher holder did not prove they were actively looking for housing

Staff Signature ___________________________ Date _____________

Voucher Extension Request and Search Record

I am requesting a 30-day extension on my Voucher. I have been trying to find a rental unit. Below are the attempts I have made.

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Voucher Holder's Signature ___________________________ Print Name ___________________________ Date _____________

☐ Extension Granted
☐ Extension Denied

If denied, the request has been denied because:
☐ The request was not received before the expiration date on the Voucher
☐ The Voucher holder did not prove they were actively looking for housing

Staff Signature ___________________________ Date ___________