

LANDLORD RESOURCES

East Baton Rouge Parish Housing Authority



A comprehensive guide to the Housing Choice Voucher (Section 8) Program for Owners and Landlords



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HCV LANDLORD RESOURCES

The Housing Choice Voucher (HCV) Program (Section 8) assists families based on their income eligibility and household composition. Participant families include elderly persons, persons with disabilities and low-income families (many of whom work) who do not earn enough to keep pace with rising rental housing costs. Landlords serve an important role in the HCV Program by providing safe, decent and affordable housing to program participants. Many low-income families rely on owners like you who are willing to participate in the HCV Program.

HOW DOES THE HCV PROGRAM BENEFIT THE LANDLORD?

Vacant units can drain an owner's resources as the expenses continue despite the lack of revenue. Vacant units are an invitation to vandalism and security problems which create an undesirable and unsafe environment for the neighborhood as a whole. Because of this, vacant units drive down property values.



The Section 8 program is an opportunity for landlords to rent their units at fair market value while providing safe, decent and affordable housing to low-income families in the community.

There are many benefits to the landlord:

- As long as the tenant and the unit remain in good standing with the program, the landlord has the assurance of timely assistance payments paid directly to them each month by the Housing Authority.
- The program provides protection against tenants' loss of income. If your tenant experiences a decrease in their household income, their assistance increases so the tenant can afford to stay in your unit.
- The Housing Authority also inspects the unit prior to move-in, annually and at special request of the tenant or landlord to ensure that the unit meets minimum inspection standards.
- Working with the Housing Authority also gives novice landlords an opportunity to develop key property management principles.
- A majority of assisted tenants remain in one particular unit for a number of years giving the tenant a stable home environment and the landlord less turnover and vacancy loss.



Doing business with Section 8 is good business for the landlord and the community!

GETTING STARTED

HOW DO I LIST MY PROPERTY WITH SECTION 8? HOW DO I FIND A SECTION 8 TENANT?

Landlords can list the availability of their property at www.lahousingsearch.org. This is a free website used by many of our families (as well as the general population) as a resource to locate housing. Socialserve.com maintains this website which is not affiliated with the Housing Authority. You can also reach Socialserve.com at (877) 428-8844 to list your property.



In addition to listing your property at www.lahousingsearch.org, you can advertise through local media, yard signs, flyers, etc. It is good idea to indicate in your advertising that you are willing to accept Section 8. Landlords can also drop off flyers at the Housing Authority office.

CAN I REFUSE TO RENT TO AN INDIVIDUAL?

Landlords still have full discretion in tenant selection within the guidelines of the Fair Housing Act (www.justice.gov/crt/about/hce/title8.php). Make sure that your tenant selection standards are based on objective, business-related considerations, such as previous history of nonpayment, damage to property or disturbance of neighbors. Owners must apply the same standards of tenant selection to any family that applies, whether the family is a prospective Section 8 renter or not.



DO I NEED TO SCREEN THE SECTION 8 TENANT?



The Housing Authority strongly encourages landlords to screen their Section 8 tenants just as they would any potential tenant. The Housing Authority does not screen families for their suitability as renters. That is the job of the owner.

The Housing Authority has no liability or responsibility to the landlord or other persons for the family's behavior or suitability for tenancy. While we screen applicants for their eligibility for Section 8, our screening process does not include items that may be of interest to a potential landlord such as rental history and credit history. Additionally, our criminal background screening criteria may differ from the criteria established by the owner.



DOES THE HOUSING AUTHORITY PAY SECURITY DEPOSITS AND/OR APPLICATION FEES?

No, the tenant is responsible for paying the deposit and any application fees. Landlords may want to wait until after the unit passes inspection to collect the security deposit to ensure that the client is able to rent that particular unit.

INITIAL INSPECTION

HOW DO I GET MY UNIT INSPECTED? WHAT IS A REQUEST FOR TENANCY APPROVAL FORM? WHAT IS AN AFFORDABILITY LIMIT?



The family and owner must jointly complete a Request for Tenancy Approval (RFTA) packet, which constitutes the family's request for assistance in the specified unit, and which documents the owner's willingness to lease to the family and to follow the program's requirements.

The family must submit the fully completed RFTA packet to their Housing Analyst.

This is the first step in the process of obtaining approval for the family, if qualified, to receive the financial assistance needed in order to occupy the unit.

The Housing Analyst will evaluate if the asking price is affordable for the family based on the voucher payment standard, utility allowance and family income. The family is given this affordability limit prior to seeking a unit. Families cannot rent units whose asking price exceeds the affordability limit. If the unit is affordable, the Housing Analyst will request an initial inspection of the unit. If the unit is not affordable, the landlord and client will be notified and the family instructed to find another unit that is within the affordability limit.

WHAT CAN I EXPECT AT THE INITIAL INSPECTION? WHAT ARE HOUSING QUALITY STANDARDS (HQS)? HOW MUCH CAN I CHARGE FOR RENT?

The Inspections Clerk will contact the landlord and the tenant to schedule the date and time of the inspection. Both parties must be present for the initial inspection.

The unit must be vacant and in "move-in" condition at the time of inspection. The landlord is responsible for ensuring the utilities are on for the inspection. Families should not establish utilities in their name prior to move-in. Without utilities, the Housing Authority cannot inspect the unit.



The Inspector will check to make sure the unit meets a minimum set of health and safety standards, called Housing Quality Standards (HQS). For a list of HQS Guidelines see "Forms"

Section. These standards, established by the U.S. Department of Housing and Urban Development (HUD), ensure that federal funds are not used to subsidize substandard housing and that each assisted family, regardless of income, lives in housing that is safe, decent and sanitary.



If the unit fails the initial inspection, and the family is still interested in renting the unit, the owner will be given 15 days to make the necessary repairs. A re-inspection will be scheduled to ensure the unit meets HQS. The unit must pass the re-inspection.

The Inspector will also determine if the asking rental price is “reasonable” when compared to similar unassisted units in the same area. If the rent is higher than the comparable fair market rent, the Inspector will offer a comparable rent amount to the owner at the inspection. If the owner agrees, this amount will be the total contract rent for the unit. If the owner does not agree to the contract rent, the unit will not be approved.



Once these two standards have been met, HQS and rent reasonableness, a unit may be leased under the HCV Program.

IMPORTANT: Families should not move into the unit until approval to do so has been given by the Housing Analyst. The Inspector is not authorized to approve the move-in date.

(FOR MORE ON INSPECTIONS, SEE “INSPECTIONS PROCESS” SECTION)

OWNER ACCOUNT SET-UP

CAN THE HOUSING AUTHORITY DISAPPROVE A LANDLORD FROM PARTICIPATING IN THE PROGRAM?

The owner must be qualified to participate in the program. Some owners cannot participate in the program, or from renting to a particular family, either because of their past history with this or another federal housing program, or because of certain conflicts of interest.

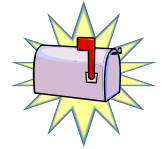


WHAT DOCUMENTS DOES THE HOUSING AUTHORITY NEED TO SET UP MY OWNER ACCOUNT?

- Owner’s Certification and Request for Information
- Direct Deposit Authorization
- W-9
- Picture ID

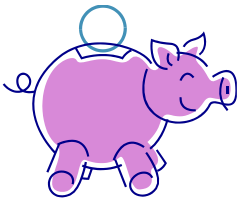
- Proof of Ownership of rental unit (Recent Tax Bill, Mortgage Statement, Settlement Papers, etc.)
- Executed lease
- If agent for owner: Management Agreement, List of Authorized Agents
- If business entity: document certifying tax id #, business name and your name as business owner

HOW DO I CHANGE MY MAILING ADDRESS WITH THE HOUSING AUTHORITY?



Any mailing address change requests must be made in writing to the attention of the Section 8 Supervisor. Requests can be mailed, emailed, hand-delivered or faxed.

HOW DO I CHANGE MY DIRECT DEPOSIT BANK ACCOUNT?



To change the bank account, you will need to fully complete another Direct Deposit Authorization form (indicate Change for “Action Type”) and submit the new form to the attention of the Section 8 Accounting Department before the next deposit date.

HOW DO I CHANGE MY EMAIL ADDRESS WITH THE HOUSING AUTHORITY?

To change your email address, submit the change in writing to the attention of the Section 8 Accounting Department. Requests can be mailed, emailed, hand-delivered or faxed.

WHAT HAPPENS IF THERE IS A CHANGE IN OWNERSHIP?



Whether the property is changing ownership due to sale, foreclosure or death of the owner, you should immediately notify the Housing Authority in writing of the change. It is imperative that you do not accept rent payments from the tenant or the Housing Authority if you are no longer the owner of the property. Doing so constitutes fraud.

Once you report the change in ownership, the Housing Analyst will work with you to ensure that payments are not made past the effective date of the change. The Housing Analyst will also contact the new owner (or bank in case of foreclosure) to setup the new owner account in order to continue payments.

In the case of foreclosure, the Protecting Tenants at Foreclosure Act provides the following protections for Section 8 tenants:

The Protecting Tenants at Foreclosure Act provides several protections for Section 8 tenants...

- If a Section 8 tenant has a lease for a fixed term, such as one year, and the lease has not expired, the tenant has the right to remain in the unit and cannot be evicted (except for actions that the tenant, members of the tenant's family or guest take which constitute good cause) until the end of the lease term unless the new owner intends to occupy the unit as their primary residence
- If the new owner who acquired the property at foreclosure intends to occupy the unit as their primary residence, the new owner may terminate the Section 8 tenancy with 90-day written notice even if the remaining lease term is longer than 90-days.
- If a Section 8 tenant's lease ends in less than 90-days, the new owner may not evict the tenant without giving a minimum of 90-day written notice.

MOVE-IN PROCESS

WHEN CAN THE TENANT MOVE-IN?

Once the unit passes inspection and the rent is determined, the Housing Analyst will contact both the family and the landlord to coordinate the move-in date and to schedule an appointment to sign the HAP Contract and present the lease.



Only the Housing Analyst (not the Inspector) can authorize the tenant to move. The move-in date will be the date the family takes possession, but no earlier than the date the unit passes inspection. A lease will be signed by both the landlord and tenant and presented to the Housing Analyst. The Housing Assistance Payment (HAP) Contract will be signed by the landlord and the Housing Authority.

WHAT IS THE HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT?

The HAP Contract is a written agreement between the Housing Authority and the owner/landlord for the purpose of providing housing assistance payments to the owner on behalf of an eligible family. A HAP Contract defines the responsibilities of both the Housing Authority and the owner.

Housing assistance payments will not begin until the HAP Contract is signed – payment generally will be paid the first of the following month.

WHAT MUST BE INCLUDED IN THE LEASE?



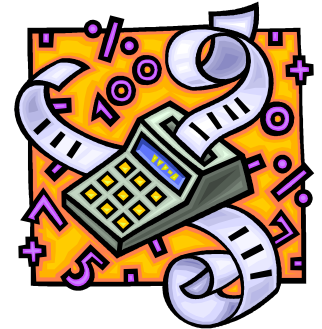
The family and the owner must execute and enter into a written dwelling lease for the assisted unit. This written lease is a contract between the tenant family and the owner; the Housing Authority is not a party to the lease. All provisions of the HUD-required Tenancy Addendum (Part C of the HAP Contract) are a part of the owner's standard lease form, for use with the assisted family. The Tenancy Addendum includes the tenancy requirements for the program and the composition of the household as approved by the Housing Authority. As a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner and the terms of the Tenancy Addendum and HAP Contract shall prevail over any other provisions of the lease.

WHAT IS THE TERM OF THE INITIAL LEASE AND HAP CONTRACT?

The term of the HAP Contract runs concurrently with the term of the dwelling lease, beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease extensions. The initial term of both the lease and the HAP Contract must be for one year.

HOW IS THE ASSISTANCE PAYMENT CALCULATED?

Families participating in the program pay approximately 30 percent of their monthly income toward rent and utilities and the Housing Authority pays the difference directly to the landlord/owner. The voucher program's portion of the monthly payment is called a Housing Assistance Payment (HAP).



The landlord may not collect, nor may the tenant pay any rent other than the amount outlined in the HAP Contract. Doing so is considered a "side payment" which is a serious violation of the HCV Program and a criminal act punishable by law which will result in termination of assistance; require return of excess rents paid; and possible criminal prosecution of both the tenant and the landlord.

WHAT ARE SIDE PAYMENTS AND WILL I REALLY GO TO JAIL FOR ACCEPTING THEM?



HCV/Section 8 landlords are occasionally caught obtaining "side payments" from tenants. These side payments are in addition to the normal rent from the tenants, combined with the HAP that comes from the Housing Authority. This practice is considered fraud – and it is directed at the very tenants who can least afford it. On July 10, 2008, HUD issued a warning to such landlords accepting side payments or excess rent: "Improperly requiring tenants to pay rent

in excess of what is authorized by the applicable HAP Contract represents both an actionable offense under the False Claims Act and deplorable behavior directed towards the very persons whom the HCV program was designed to serve.” HUD’s Office of Inspector General “...will not tolerate such conduct, and... will cooperate with efforts to bring offending landlords to justice and to remedy their wrongs...[and]...depending on the intent, such an action may qualify as a criminal offense...” Charging side payments continues a false claim against the U.S. government and therefore qualifies for triple damages plus penalties under the False Claims Act.

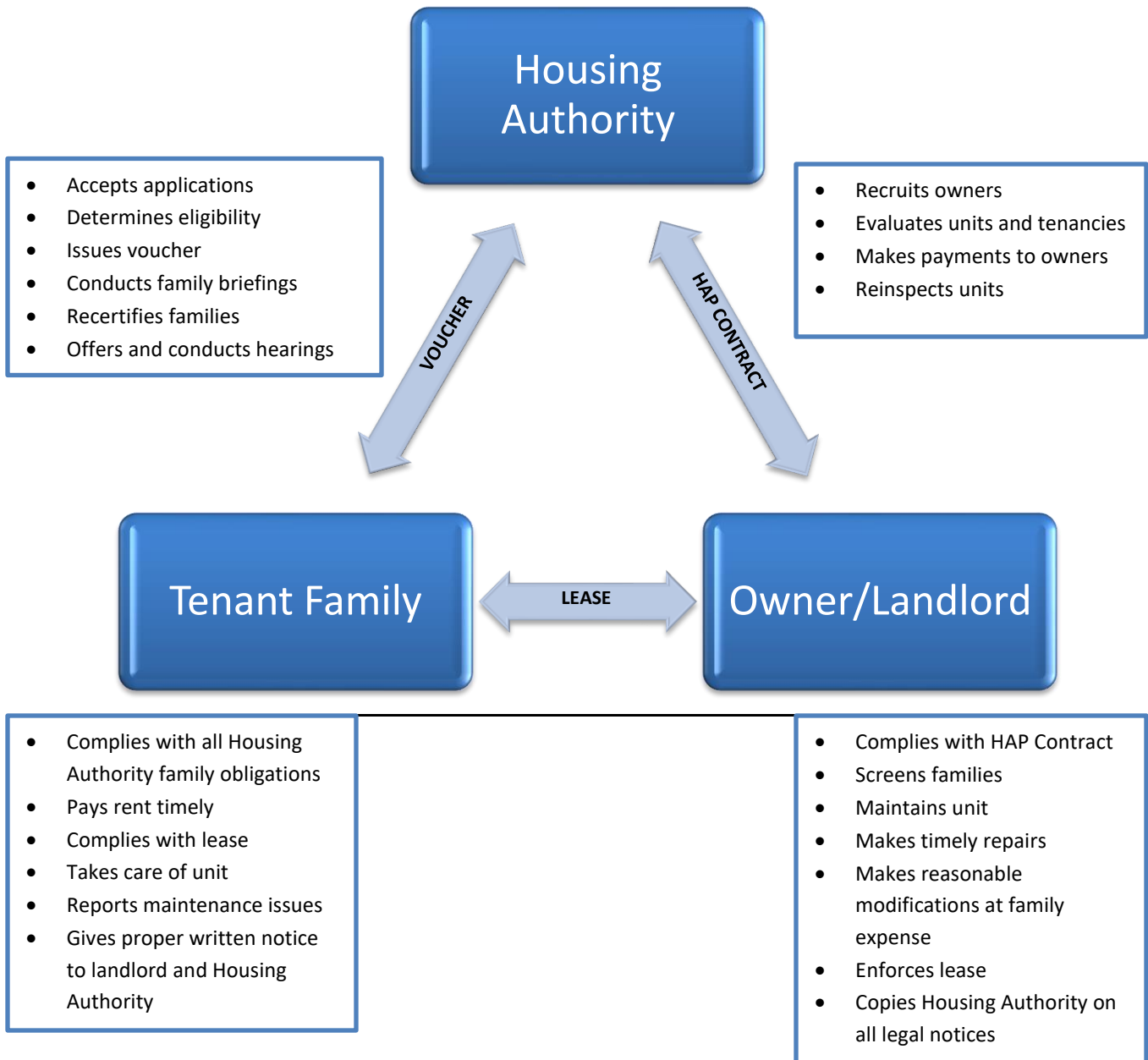
The U.S. Department of Housing and Urban Development warns that landlords who require “side payments” in addition to contracted rent may face severe penalties, including possible jail sentence.

Side Payments are against the law! You will get caught. You will have to reimburse the tenant for any excess payments. You may also jeopardize your ability to participate in any federal housing program, be subject to federal criminal prosecution and end up reimbursing triple the amount collected plus additional penalties!

Please collect only rent as outlined in your HAP Contract or you may go to jail or be severely penalized. See *Federal Register Vol. 73, No. 133* for more detail.



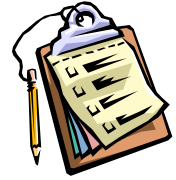
RELATIONSHIPS AND RESPONSIBILITIES



The Housing Choice Voucher (Section 8) Program is a three-way partnership among the Housing Authority, the tenant and the owner/landlord of the housing unit (you)!

INSPECTIONS PROCESS

WHAT KINDS OF INSPECTIONS DOES THE HOUSING AUTHORITY CONDUCT?



- **INITIAL INSPECTION** – The entire unit is inspected prior to move-in to ensure compliance with HQS and rent reasonableness. Initial inspections are initiated by submitting the RFTA to the Housing Analyst with the appointment set verbally with the landlord and tenant.
- **ANNUAL INSPECTION** – The entire unit is inspected annually to ensure it continues to meet HQS. Annual inspections are initiated by the Housing Authority with a letter sent to the tenant and landlord regarding the date of inspection.
- **EMERGENCY INSPECTION** – The unit is inspected in response to emergency situations such as fire, flood, hurricane damage, etc. Emergency inspections are typically initiated by the tenant or landlord in response to an emergency/disaster situation. Due to the emergency nature of the situation, an appointment letter is not sent prior to the inspection; rather, the appointment is set verbally.
- **SPECIAL INSPECTION** – Special inspections are typically initiated by the tenant or landlord in response to specific HQS violations in the unit. The landlord and tenant should first communicate directly with one another as to what needs repair and when the repairs will be made. If the landlord or tenant (in case of tenant damage) fails to respond to the other’s request, then he/she should contact the Housing Authority and request a Special inspection. During a Special inspection, the Inspector inspects only those deficiencies that are reported; however, the Inspector records any additional HQS violations that are observed and requires the responsible party to make the necessary repairs. Special inspections are typically scheduled via phone or in-person in direct response to a landlord or tenant request.
- **VACANCY/UTILITY CHECK** – If the Housing Authority has reason to believe that the unit is no longer being occupied, is being sublet, or does not have utilities, a Vacancy/Utility Check will be scheduled. A letter is typically sent to the landlord and tenant regarding the date of inspection; however, in some circumstances, the appointment is set verbally.
- **QUALITY CONTROL INSPECTION** – HUD requires a Housing Authority supervisor or other qualified person to conduct quality control inspections of sample units to ensure that each Inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS. Quality Control inspections are initiated by the Housing Authority with a letter sent to the tenant and landlord regarding the date of the inspection.



NOTE: The Housing Authority assigns the Housing Inspector for each inspection. We do not honor landlord requests for a specific inspector.

WHAT HAPPENS IF MY UNIT FAILS INSPECTION?

The owner and the family are notified in writing of the results of all inspections. When an inspection identifies HQS failures, the Housing Authority will determine (1) whether or not the failure is a life threatening condition and (2) whether the family or owner is responsible.

When life threatening conditions are identified, the Housing Authority will immediately notify both parties by telephone, fax or email (typically, by phone). The notice will specify who is responsible for correcting the violation. The correct actions must be taken within 24-hours of the Housing Authority's notice.

When failures that are not life threatening are identified, the Housing Authority will send the owner and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally, not more than 30-days will be allowed for the correction. In the case of disconnected utilities, no more than 24-hours will be allowed to reestablish service.



WHAT HAPPENS IF I DON'T MAKE THE REPAIRS?

The notice of inspection results will inform the owner that if life threatening conditions are not corrected within 24-hours, the HAP Contract will be terminated and the unit removed from the program.



For owner-related repairs, if the non-life-threatening conditions are not corrected within the specified time frame (or any Housing Authority-approved extension), the owner's HAP will be abated in accordance with Housing Authority policy. Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any Housing Authority-approved extension), the family's assistance will be terminated in accordance with Housing Authority policy.

CAN I GET AN EXTENSION TO MAKE THE REPAIRS?



For conditions that are life-threatening, the Housing Authority cannot grant an extension to the 24-hour corrective action period. For conditions that are not life-threatening, the Housing Authority may grant an exception to the required time frames for correcting the violation, if the Housing Authority determines that an extension is appropriate in keeping with Housing Authority policy.

WILL THE UNIT BE REINSPECTED FOLLOWING AN HQS FAILURE?

The Housing Authority will conduct a reinspection immediately following the end of the corrective period, or any Housing Authority-approved extension.

The family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the Housing Authority will send a notice of abatement to the owner (in case of owner-related repairs), or in the case of family caused violations, a notice of termination to the family, in accordance with Housing Authority policy. If the Housing Authority is unable to gain entry to the unit in order to conduct the scheduled reinspection, the Housing Authority will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

WHAT DO ABATEMENT AND UNIT REMOVAL MEAN?

If an owner fails to correct HQS deficiencies by the time specified by the Housing Authority, HUD requires the Housing Authority to abate HAP no later than the first of the month following the specified correction period. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are only abated for owner-related repairs. During any abatement period, the family continues to be responsible for their share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.



The Housing Authority will automatically inspect abated units at the end of the abatement period. Payment will resume effective on the day the unit passes inspection. Should the unit fail at reinspection, the owner and tenant will be notified that the unit has been removed from the program and that the HAP Contract has been terminated. If the failure is due to owner-required repairs, the family will be issued a voucher and must search for another unit.

LEASE RENEWALS, EVICTIONS AND MOVES

WHAT HAPPENS AT THE END OF THE INITIAL LEASE TERM?

Following the end of the initial lease term, both the lease and the HAP Contract automatically go month-to-month. If the landlord wishes to enter into a new 12-month lease at the same contract rent, he/she must present the executed lease to the Housing Analyst and sign a new HAP Contract. As with an initial lease, both the lease and the HAP Contract terms must match. If an owner enters into a new lease without also signing a HAP Contract, the lease renewal is void.



HOW CAN I REQUEST A RENT INCREASE?

If the landlord wishes to renew the lease with a rental increase, he/she must give the tenant and Housing Authority written notice of the proposed rent increase 60-days (two full calendar months) in advance of the proposed effective date. Such notice must be given on the 1st of a month. Requests received after the 1st of a month will be considered received as of the 1st of the following month for purposes of fulfilling the 60-day notice requirement. Requests submitted more than 120-days (4 months) in advance of the proposed effective date will automatically be denied.

Owners are strongly encouraged to submit the request online at www.ebrpha.org (under Section 8 menu, Landlord Resources). Owners without internet access can submit the request in writing to the attention of the Section 8 Supervisor.



Per HUD regulations, changes in the rent amount are not allowed during the initial term of the lease. The requested increase must be comparable to other unassisted units in the area. New rent increase requests cannot be approved if it has been less than 12 months since the last approved rent increase. Landlords cannot increase the contract rent without Housing Authority approval.

If the rent increase request is approved, the Housing Analyst will notify you in writing and automatically schedule an appointment for you to sign the new HAP Contract and present the executed renewal lease.



If the request is denied, a letter will be sent informing you of the reason. If the approved rent amount is not acceptable, you will need to issue the tenant a 30-day (full calendar month) written notice, with a copy to the Housing Analyst, to move at the end of the initial lease.

WHAT IF I DON'T WANT TO RENEW THE LEASE?

If you choose not to renew the lease, you must give the tenant 30-days written notice to vacate the premises at the end of the current lease and HAP Contract term. Such notice must be given on or before the 1st of a month with a copy provided to the Housing Analyst. In the case of a month-to-month lease and HAP Contract, the same 30-day written notice is required.



WHAT IS THE VIOLENCE AGAINST WOMEN ACT (VAWA)?

The Violence Against Women and Justice Department Reauthorization Act of 2013 (VAWA) extends certain rights and protections to individuals who are victims of criminal domestic violence, dating violence, sexual assault or stalking.



For detailed information about VAWA, see “Forms” section.

WHAT IF I HAVE PROBLEMS WITH THE TENANT (UNPAID RENT, DAMAGES, ETC.)?

As the owner and tenant are the only parties to the lease, termination of the lease is a matter between the owner and the family; the Housing Authority is not directly involved. However, the owner is under some constraints when terminating a Section 8 tenancy, and the reasons for which a tenancy is terminated dictate whether assistance also will be terminated. The Housing Authority’s failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

The owner is permitted to terminate the family’s tenancy for serious or repeated violations of the terms and conditions of the lease such as non-payment of rent, tenant damages, criminal activity, etc., *except* when the violations are related to incidents of actual or threatened domestic violence, dating violence, sexual assault or staking and the victim is protected from eviction under the Violence Against Women Act (VAWA).

If the tenant is in violation of the lease, the owner must first give the tenant a written 5-day notice specifying the grounds for termination of tenancy. **Section 8 tenants cannot waive their right to a 5-day notice to vacate even if it is outlined in your lease. You must give the tenant a 5-day notice and provide a copy to the Housing Analyst.** The 5-day notice means a notice to vacate used under state or local law to commence an eviction action. The owner may only evict the tenant from the unit through court action.

If the eviction action is finalized in court, the owner must provide the Housing Analyst with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 5 business days following court-ordered eviction. The HAP Contract will terminate and housing assistance payments will cease effective the date judgment is granted.



It is up to the Housing Authority, not the owner, to decide whether or not to terminate Section 8 assistance based on the results of the eviction. Such decision will be made in keeping with Housing Authority policy and Section 8 regulations.

WHERE DO I FILE FOR EVICTION?

The owner can choose to file with either the Baton Rouge City Clerk of Court or the Justice of the Peace. For information on the Baton Rouge City Clerk of Court eviction process, go to their website at brgov.com/dept/citycourt/pdf/Eviction.pdf. For a directory of Justices of the Peace and Constables in East Baton Rouge Parish, go to ag.state.la.us/JPC.aspx?articleID=0&catID=11.

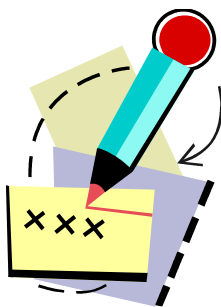
CAN THE TENANT AND I AGREE TO END THE LEASE EARLY?

Except in cases of reasonable accommodation due to disability, protections under VAWA or court-ordered eviction, the landlord and tenant are not allowed to terminate the lease early.

WHY DO I NEED TO SIGN THE NOTICE-TO-VACATE FORM?

If a family wants to move at the end of the lease, the family is required to give the landlord (with a copy to the Housing Analyst) a written 30-day notice-to-vacate on or before the 1st of the month for move-out on the last day of the month. If the lease requires more than a 30-day notice, the family is obligated to provide such notice.

The Housing Authority requires proof that the notice was given to the landlord; so the landlord is requested to sign the notice form. If the landlord is not available for signature, the tenant must send the notice via certified mail and provide a copy of the notice and proof of delivery to the Housing Analyst.



As a courtesy to our landlords, the Housing Authority asks on the PHA notice-to-vacate form if the tenant *currently* owes any monies for unpaid rent. The landlord should only indicate amounts that are certain and currently due; not amounts that might be due following move-out. Such move-out costs are typically covered by the security deposit. If no monies are currently due, the landlord should mark the form accordingly.

The HAP Contract will terminate and housing assistance payments will cease effective the move-out date agreed to on the notice-to-vacate form.

WILL THE HOUSING AUTHORITY DO A MOVE-OUT INSPECTION?

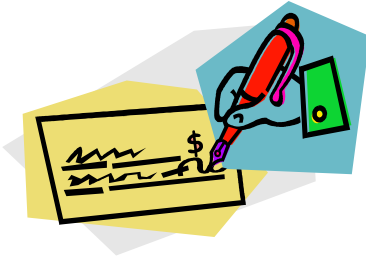
The Housing Authority does not conduct move-out inspections. Such inspections are between the tenant and the landlord.

WHO PAYS FOR DAMAGES TO THE PROPERTY?

The tenant is responsible for any tenant-related damages beyond normal wear and tear. The landlord is responsible for any owner-related maintenance. The Housing Authority is not responsible and will not pay for any damages or maintenance at the unit.

WHAT HAPPENS IF THE LANDLORD OWES MONEY BACK TO THE HOUSING AUTHORITY?

If the owner receives any excess HAP from the Housing Authority, the excess amount must be reimbursed within 30-days. If the Housing Authority determines that the owner is not entitled to all or a portion of the HAP, the Housing Authority may deduct the amount of overpayment from any amounts due to the owner, including amounts due under any other Section 8 HCV Contract. If the owner refuses to repay the debt, the Housing Authority may ban the owner from future participation in the program, pursue other modes of collection and report the owner to HUD’s Office of Inspector General for possible federal criminal prosecution. The Housing Authority may collect funds from any other account held by the owner including accounts on other Housing Authority programs and/or future HAP Contracts.



FORMS

- Owner's Certification and Request for Information
- Direct Deposit Authorization
- W-9
- Housing Quality Standards (HQS) Guidelines
- Lead Based Paint Disclosure
- Protect Your Family From Lead In Your Home
- Preventing and Getting Rid of Bed Bugs Safely
- Voucher (sample)
- Notice-to-Vacate (sample)
- Request for Tenancy Approval (sample)
- Model Lease
- Housing Assistance Payments Contract (sample)
- Income Limits and Payment Standards
- Utility Allowance Schedule
- VAWA Certification Form HUD 5382
- VAWA Owner Notification of Rights





OWNER'S CERTIFICATION AND REQUEST FOR INFORMATION

- Please provide the Owner's Name and Address as it appears on the W9.
- Mail will be directed to the address on the W9 unless otherwise indicated in writing.

OWNER'S NAME: _____

OWNER'S ADDRESS: _____

OWNER'S PHONE #: (_____) _____ (_____) _____

OWNER'S EMAIL ADDRESS: _____

OWNER'S TAX ID NUMBER: _____ OWNER'S SSN: _____

ARE YOU THE *(check one)* OWNER OR THE AGENT

If agent, provide copy of management agreement and list of authorized agents

PERSON COMPLETING FORM IF NOT OWNER: _____

I, _____, certify in accordance to the U.S. Department of Housing and Urban Development (HUD) Regulations, the Owner is not the parent, child, grandparent, grandchild, sister or brother of the Section 8 Housing Choice Voucher (HCV) holder that is seeking to rent the unit. The term Owner includes a "principle or other interested party," such as husband or wife. In other words, the unit cannot be rented to the mother-in-law, father-in-law, sister-in-law, brother-in-law, etc. of the owner.

I also certify, in accordance with the Baton Rouge Housing Authority's Resolution Number 2058, that the Owner is not (1) a present or former member or officer of the Baton Rouge Housing Authority (except as tenant commissioner), (2) an employee of the Baton Rouge Housing Authority who formulates policy or who influences decisions with respect to policy, (3) any political official, member or a governing body, or State or local legislator who exercises functions or responsibilities with respect to the Program.

Signature of Owner/Agent

Date



**STATE OF LOUISIANA
EAST BATON ROUGE HOUSING AUTHORITY
DIRECT DEPOSIT ENROLLMENT AUTHORIZATION
MAIN BANK (PRIMARY ACCOUNT)**



PHA USE ONLY - OWNER #	OWNER NAME	OWNER EMAIL ADDRESS
ACTION TYPE (✓ one) <input type="checkbox"/> NEW <input type="checkbox"/> CHANGE		OWNER SSN OR TAX ID NUMBER

PRIMARY ACCOUNT INFORMATION

FINANCIAL INSTITUTION NAME	FINANCIAL INSTITUTION ROUTING (ABA) NUMBER <i>(Bank Key)</i>	
BANK ACCOUNT NUMBER	ACCOUNT NAME * (Ex: Mr. and Mrs. John Doe, John or Jane Doe, John Doe)	
ACCOUNT TYPE (✓ one) <i>(Bank Control Key)</i> <input type="checkbox"/> **CHECKING (provide voided check or account verification) <input type="checkbox"/> **SAVINGS (obtain account # & ABA # from financial institution)	**Account verification or completion of enrollment form by financial institution will assure the accuracy of account data: Signature from institution: _____ Phone number: _____	

(Print full name)

I _____ authorize and request the EBRP Housing Authority to Deposit my payment to the account at the financial institution I designated above. It is my responsibility to notify the EBRP Housing Authority, as appropriate, should any changes occur to account specified. Considering all above conditions are met, this authorization remains in full effect. However, I understand and acknowledge that I am responsible for any account information indicated on this form as well as any account information that I add or any changes that I make to my accounts.

Signature	Date	Phone number where you can be reached between 8:00 am and 5:00 pm
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Direct Deposit Form Instructions:

You must complete the Primary Account Information Section. You can only select Checking or Savings not both per property. We will allow separate accounts if you have multiple owner accounts. However, you must complete a Direct Deposit form for each owner account. You can have the bank verify your banking information (checking or savings) or send in a copy of a voided check (no temporary checks). The forms should be addressed to the attention of Accounting Department. **EMAIL ADDRESS IS REQUIRED.**

Once your Direct Deposit has been set up, **you must notify the agency immediately if your banking information changes and complete a new form.** You will mark **Change** on the form. Even though you will be receiving payments via Direct Deposit, please notify the Social Service Analyst in writing if you have an address change. Please reference your Owner Number when contacting our agency because that information will be needed to answer any questions you may have concerning your account.

We are excited about offering Direct Deposit to our owners. Your cooperation is the key to ensuring we are successful.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



HOUSING CHOICE VOUCHER (SECTION 8) PROGRAM HOUSING QUALITY STANDARDS (HQS) GUIDELINES

Tenant (Section 8 participant) and owner/agent must be present at initial move-in inspections and follow-up inspections on failed units.

All utilities (electricity, gas, water) must be in service prior to initial (move-in) inspection. Establishing utility service for the initial inspection is the landlord's responsibility.

These guidelines represent the minimum Housing Quality Standards that a unit must meet in order to pass inspection.

LIVING ROOM

1. Electrical
 - There must be at least two electrical receptacles with plates or one receptacle and one permanently installed light fixture with cover.
2. Windows
 - There must be at least one window that opens and can be locked.
 - Windows and frames must be free from severe deterioration and broken window panes.
3. Security
 - Single cylinder deadbolt locks can only be used in conjunction with passage or entry locks on exterior doors.
 - Doors, jambs, thresholds and weather-stripping should be in good condition.
4. Ceiling and Walls
 - Ceiling and walls must be free of deterioration, holes, and peeling paint. Must be painted before tenant moves into unit.
5. Flooring
 - Floor should be free of deterioration such as buckling, sagging and waviness.
 - Floor surface should be free of missing portions of tile or vinyl.
 - Carpet should be installed with carpet tack strips and appropriate metal floor strips.
 - Carpet should be free of potential tripping hazards.
 - Dry rotted and heavily soiled carpet should be replaced.
 - Floor molding is required for all vinyl rug floors.





KITCHEN

1. Appliances

- The stove/refrigerator must be present when the unit is inspected if the landlord is providing appliances.
- The Housing Authority will allow the stove/refrigerator to be placed in the unit after inspection if the tenant is providing appliances and certifies that they are working in accordance with Housing Quality Standards.
- Gas pilot lights must be in proper working order.
- Gas cutoff valve is required for gas stoves.
- Stove hood vent is required above stove, eighteen inch is the minimum height hood vent should be installed from the stove. Vented or vent-less stove hoods are acceptable.
- Stove top burners and oven must be in working condition, with all appropriate knobs.
- Refrigerator must be cooling properly with all shelving, crispers and gaskets intact.

2. Cabinets and Drawers

- Cabinets and drawers must be cleaned out.
- Cabinet doors, drawers and bottoms must be intact, with knobs and handles attached.
- Cabinet tops must be in good condition and appropriately covered with Formica or ceramic surface.

3. Kitchen Sink

- Faucet must be secure to sink, have handles, sink stopper and be free of leaks.
- Drain pipes must be free of leaks and clogged drain.

4. Electrical

- There must be at least one electrical receptacle and plate and one permanently installed light fixture with cover.
- Electrical receptacle located within six feet of the sink must be (GFCI) ground fault circuit interrupter of GFCI protected. GFCI protected receptacles should be labeled.

5. Ceiling and Walls

- Ceiling and walls must be free of deterioration, holes, and peeling paint. Must be painted before tenant moves into unit.

6. Flooring

- Flooring must be of a vinyl, tile or ceramic nature.
- Flooring should be free of deterioration such as buckling, sagging and waviness.
- Floor molding is required for vinyl rug floors.





BATHROOM

1. Ventilation/Heater
 - There must be a window with lock that opens, or a working exhaust fan.
 - Electrical heaters already installed in bathroom should be in working condition.
2. Lavatory
 - Lavatory must be mounted securely to wall.
 - Vanity cabinet must be stable, with intact bottom and cabinet door.
 - Faucet must be secure to lavatory, have handles, sink stopper and be free of leaks.
 - Drain must be free of leaks and clogs.
3. Toilet
 - Toilet must be secured to floor.
 - Toilet seat must be in good condition and not soiled or stained.
 - Toilet must flush properly with no leaks or clogged drain.
4. Bathtub
 - Bathtub faucet must be secure to bathtub, have handles, sink stopper and be free of leaks.
 - Drain must be free of leaks and clogs.
 - Ceramic tiles and/or shower stall enclosure should be intact and secure to surface.
 - Shower stall should be made of materials impervious to water damage.
5. Electrical
 - Bathroom receptacle must be (GFI) ground fault interrupter or (GFI) protected. GFI protected receptacles should be labeled.
 - There must be a ceiling or wall type light fixture with cover.
6. Ceiling and Walls
 - Ceiling and walls must be free of deterioration, holes, and peeling paint. Must be painted before tenant moves into unit.
7. Flooring
 - Floor must be of a vinyl, tile or ceramic type.
 - Floor should be free of deterioration such as buckling, sagging and waviness.
 - Floor molding is required for vinyl rug floors.
8. Door Locks
 - Privacy locks should be installed on bathroom doors.
9. Fixtures
 - Toilet paper holder and towel rack is required in bathroom.





BEDROOM

1. Electrical
 - There must be at least two electrical receptacles with plates or one receptacle with plate and one permanently installed light fixture with cover.
2. Windows
 - There must be at least one window that opens and can be locked.
 - Windows and frames must be free from severe deterioration and broken window panes.
3. Security
 - Bedroom and closet doors are required.
 - Bedroom doors should have privacy locks and closet doors passage locks.
 - Closets should have clothes rods.
 - Burglar bars are not allowed on all bedroom windows. There must be one means of exit and egress in all bedrooms.
4. Flooring
 - Floors should be free of deterioration such as buckling, sagging and waviness.
 - Floor surfaces should be free of missing portions of tile or vinyl.
 - Carpet should be free of tripping hazards with appropriate carpet tack strips and metal floor strips installed.
 - Dry rotted and heavily soiled carpet should be replaced.
 - Floor molding is required for rug type vinyl flooring.
5. Ceilings and Walls
 - Ceiling and walls should be free of deterioration, holes, peeling paint and painted before tenant moves into unit.
 - Bedrooms must have a floor area of not less than seventy square feet.
 - The minimum bedroom ceiling height must not be less than seven feet, six inches, unless the room is under a sloping roof. Bedrooms under a sloping roof must slope to no lower than five feet.
 - Bedrooms should have a closet.

FLOORS

- All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be secured and made level. If they cannot be leveled, they must be replaced.
- All floors must be in a finished state. Raw wood and unsealed concrete is not permitted.
- All floors should have some type of baseboard, trim or sealing for a “finished look.” Vinyl baseboards are permitted.
- Carpets should be shampooed before unit is inspected.
- Flooring should be free of deterioration such as buckling, sagging and waviness.





WINDOWS

- All windows that were designed to open/close must function properly, must be weathertight and lockable. Missing or broken window panes may not be replaced with Plexi-glass.
- If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system or single cylinder deadbolt lock.
- The owner is responsible for ensuring that the family is instructed on the use of the quick release.
- Blinds or drapes present in unit must be in good condition.

SINK

- All sinks and commode water lines must have an operable shut off valve, unless faucets are wall mounted.
- All sinks must have a gas trap (P-trap) installed.
- All sinks must have a functioning stopper.

HEATING AND PLUMBING

1. Heating Systems

- Heating systems must directly or indirectly be capable of maintaining an interior temperature of at least 68 degrees Fahrenheit within three feet of the floor in each room, between October 1 and May 1.
- Unvented gas heaters are not approved by the Section 8 Program.
- All gas heaters must be vented to the outside of unit.
- The Housing Authority may require gas heating units be serviced by a licensed, bonded, heating technician, and a copy of service invoice provided for our records. Periodically servicing gas heating units can help eliminate potentially serious problems.

2. Water Heaters

- Water heaters must have a temperature and pressure relief valve and a discharge line.
- Gas water heater must have a gas cut off valve.
- Gas water heater must be vented properly, with sufficient combustion air provision for ventilation.

3. Sewer Connection

- Sewer and drain lines must have appropriate sewer caps and clean outs.
- Sewer and drain lines should be free from leaks and be vented properly.





PEST CONTROL

1. Evidence of Infestation
 - Spray for pest control if there are signs of infestation.
 - Close any means of entry by rodents, both inside and outside of unit.

2. Bed bugs
 - If a tenant reports a bed bug infestation, the tenant must provide documentation from a pest control company verifying the infestation.
 - If the lease includes a bed bug policy, then the Housing Authority will defer to the lease regarding who is responsible for treatment of the infestation.
 - If the lease does not include a bed bug policy, then the Housing Authority will decide on a case-by-case basis as to who is responsible for treatment of the infestation.
 - The responsible party (tenant or landlord) must provide written verification that the infestation has been successfully remediated.
 - Housing Authority staff will not enter a unit for any reason while there is an active bed bug infestation.

TRASH

1. Garbage and Debris
 - Grounds and common areas should be free from trash and garbage.

2. Refuse Disposal
 - Adequately covered facilities, including trash cans or dumpsters, are required according to local codes.
 - Tenant or landlord may be responsible for trash service, depending on services provided under the lease agreement.

INTERIOR STAIRS, HALLWAYS, SITE CONDITION

1. Stairs and Hallways
 - Replace any loose or broken steps.
 - Hand rail is required on extended section of stairs of four or more steps.
 - Railing is required for landing on townhouses.
 - Smoke alarms are required in hallways and on both levels of townhouse.

2. Site and Neighborhood Condition
 - Repair or remove dilapidated shed or garage with potential of structural collapse.
 - No open sewer lines in proximity to unit.





BUILDING EXTERIOR

- Handrail is required for four or more steps.
- Porch railing is required on porches thirty inches or more above the ground.
- No peeling, cracking, scaling, chipping or loose paint up to five feet from the ground, exceeding ten square feet of a surface area.
- Landlord will be required to repaint all surfaces cited for peeling paint with two coats of non-lead paint or otherwise suitable cover. An extension will be granted for a severe weather-related item.
- Roof, soffit and fascia must be free of leaks or extensive decay.
- Screens are required on all windows. One screen per window and the screens should fit correctly as designed for the window.

MISCELLANEOUS

1. Electrical and Plumbing
 - The entire electrical and plumbing system must be free of hazards and must meet local codes.
2. Fire Extinguisher
 - A 2A10BC fire extinguisher is required in all units. Five pounds is the minimum size for the fire extinguisher.
3. Carbon Monoxide Detector
 - All units with gas must have a carbon monoxide detector installed on each level of the home.
4. Screen Doors and Storm Doors
 - When present, screen doors and storm doors should be in good condition and have handle and door closure. Screen doors and storm doors are not required.
5. Whirlpool and Jacuzzi Tubs
 - All whirlpool/Jacuzzi bathtubs should have a dedicated electric circuit protected by a ground-fault circuit interrupter (GFCI).
6. Swimming Pools
 - All above-ground pools and in-ground pools should be functional. If the pool is not in working condition it should be filled in with dirt or repaired to working status. No hard cover or soft cover will be accepted.
 - A fence with lock on gate should be located around the pool area.
7. Interior Doors and Interior Trim
 - Interior doors and interior trim should be painted before tenant moves into unit.





EMERGENCY REPAIR ITEMS

The following items are to be considered of an emergency nature and are to be corrected by the owner or tenant within 24 hours of notice by the Inspector.

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
 - A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking or a strong odor is detected with potential for explosion or fire or that results in a health risk if inhaled
- Any electrical problem or condition that could result in shock or fire
 - A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connection or wires are exposed
 - A light fixture is hanging by its wires
 - A light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day-to-day use of the unit
 - A receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed
 - An open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses
 - A cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections
 - Any nicks, abrasions, or fraying of the insulation that exposes conducting wire
 - Exposed bare wires or electrical connections
 - Any condition that results in openings in electrical panels or electrical control device enclosures
 - Water leaking or ponding near any electrical device
 - Any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
 - Any components that affect the function of the fire escape are missing or damaged





- Stored items or other barriers that restrict or prevent the use of the fire escape in the event of an emergency
- The building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency
- Absence of a functioning toilet in the unit
- Inoperable or missing smoke detectors
- Missing or inoperable carbon monoxide detector
- Missing, damaged, discharged, overcharged, or expired fire extinguisher (where required)
- Gas/oil-fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney venting
 - The chimney or venting system on a fuel-fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting or gases
 - A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside
 - A fuel-fired space heater is not properly vented or lacks available combustion air
 - A non-vented space heater is present
 - Safety devices on a fuel-fired space heater are missing or damaged
 - The chimney or venting system on a fuel-fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gas
- Deteriorating paint as defined at 24 CFR 35.110 in a unit built before 1978 that is to be occupied by a family with a child under six years of age if it would prevent the family from moving into the unit

The PHA may give a short extension (not more than 48 additional hours) whenever the owner or tenant cannot be notified or it is impossible to repair within the 24-hour period.

In those cases where there is leaking gas or potential of a fire within the notice period and the owner or tenant cannot be notified or it is impossible to repair, proper authorities will be notified by the PHA.

If an owner fails to correct life-threatening conditions as required by the PHA, the PHA will enforce the HQS in accordance with HUD requirements. If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations.

The Housing Authority operates the HCV Program in accordance with HUD regulations and its own Administrative Plan.





HOUSING QUALITY STANDARDS (HQS) PRE-INSPECTION CHECKLIST

	COMMONLY OVERLOOKED ITEMS	PASS	FAIL
1	Smoke alarms are <u>missing</u> or <u>will not</u> work when tested. Smoke alarms must be mounted on the ceiling at least 4 inches from the wall or on a wall with top of the detector not less than 4 inches and the bottom not more than 12 inches below the ceiling.		
2	If unit has gas, carbon monoxide detector installed on every level.		
3	Egress <u>windows</u> must be open-able from the inside without the need for keys, tools or have special knowledge and used as an exit. Locks and/or deadbolt locks must have a “thumb latch” that can be turned from the inside. This prohibits the blocking of lone egress window in a bedroom with bars, an A/C unit or furniture.		
4	Egress <u>doors</u> and security doors must be open-able from the inside without the need for keys, tools or have special knowledge and used as an exit. Locks and/or deadbolt locks must have a “thumb latch” that can be turned from the inside. This prohibits the blocking of any egress door(s) with furniture or appliances.		
5	Missing weather stripping on exterior doors or the door does not close properly. Any loose door hardware (knobs, locks, hinges, door sweeps or other associated hardware) or damaged (holes, vandalized, deteriorated, peeling separated surfaces, etc.) door surfaces, includes all interior, exterior, storm doors and security gates.		
6	Windows that do not open, will not stay open, missing window locks or you have cracked/broken glass. Latch and eye hooks are not acceptable as a replacement for a missing or broken lock.		
7	Disturbed paint surfaces (peeling, chipping, cracking, flaking and chalking) regardless of amount or location. Includes interior and exterior. Lead paint safety hazards on units built prior to 1978.		
8	The presence of mold or mildew. Includes interior and exterior.		
9	Un-vented open flame gas space heaters present. ODS approved space heaters can NOT be installed in bedrooms or bathrooms. No working heat source present in unit or inadequate heat for the unit. Furnace or heater vent flue pipes must extend vertically 24 inches above roof line of the closest roof.		
10	A/C units not functioning properly or leaking water inside unit while in operation (includes Central and Window Units).		
11	Hot water heater pressure relief valve drain tube must be extended to within 6 inches of the floor. Gas water heater vent or flue pipes must extend vertically 24 inches above roof line of the closest roof.		
12	Ovens not functioning or stove burners not lighting properly,. This also includes missing knobs, burners, unlit pilot lights, damaged burner trays, excessive grease buildup or doors not closing properly.		





	COMMONLY OVERLOOKED ITEMS	PASS	FAIL
13	Refrigerator, dishwasher, garbage disposal or range hood not functioning properly.		
14	Bathroom vanity or kitchen sink cabinets are loose from the wall. Leaking pipes, includes loose or missing faucet handles or spigots. You see holes or gaps around plumbing pipes at the wall inside the cabinets.		
15	Toilet not flushing properly or toilet is not bolted or anchored to the floor.		
16	GFCI outlet safety features not functioning properly. Outlet does not trip and/or de-energize when tested. (Kitchen or Bathroom). Outlets in light fixtures/vanity cabinets near the sink or tub must be GFCI protected.		
17	Exposed electrical wiring (switches, outlets, breaker boxes/fuse panels – missing inner covers or open breaker/fuse slots) this includes outlets and switches that are loose or hanging inside or outside the wall.		
18	Damages or missing outlet covers/light switch covers or damaged light fixtures.		
19	Holes in ceilings or walls, water stained or damaged ceilings or walls.		
20	Trip or slip hazards associated with loose or damaged floor coverings. Includes carpet or tile edging.		
21	Proper stair rails are required if you have 4 or more risers (interior and exterior) regardless of height of rise. Handrails must be continuous without interruption and extend from top step to bottom step. Includes loose or broken stair rails and step/stair treads.		
22	Exterior tripping and safety hazards, un-even walking surfaces (sidewalks, driveways, patios, etc.) loose materials, holes, sharp objects or edges, damaged fences and gates, or other similar hazards.		
23	Yards have garbage or debris (includes un-maintained or no- licensed automobiles) or grass needs mowing.		
24	Infestation (rodents, vermin, cockroach, insects, etc.) or poor tenant housekeeping.		

Using the included Unit Turn Checklist as a guide you can pre-inspect and address any needed repairs/replacement before the HQS Inspection. Don't wait for the Inspector to point out missed items! Identify and address them before and you will have fewer (if any) issues when our Inspectors arrive. A comprehensive pre-inspection will save you time, money, and help you maintain your investment.



Unit Turn Checklist

Sales Professional Name: _____

Sales Professional Mobile: _____

Sales Professional Email: _____

UNIT NUMBER	NUMBER OF BEDROOMS	NUMBER OF BATHROOMS	INSPECTION DATE	INSPECTED BY

ENTRYWAY	INSPECTED	REPAIR	REPLACE	PART NUMBER	QUANTITY	NOTES
Deadbolt						
Door Stop/Hinge/Closer						
Door Sweep/Weather-strip						
Entry Lock						
Exterior Door						
Exterior Lights						
House/Unit Number						
Lockset						
Passage Lock						
Peephole/Door Knocker						
Screen/Security Door						
Threshold						
LIVING ROOM	INSPECTED	REPAIR	REPLACE	PART NUMBER	QUANTITY	NOTES
Blinds						
Ceiling Fan						
Ceiling Fan Light Kit						
Cove Base/Base trim						
Crown Molding						
Flooring						
Light Bulbs						
Light Fixtures						
Smoke Alarm/CO2						
Switch/Wall/Phone/Cable Plates						
Window Screens						
DINING ROOM	INSPECTED	REPAIR	REPLACE	PART NUMBER	QUANTITY	NOTES
Blinds						
Ceiling Fan						
Ceiling Fan Light Kit						
Cove Base/Base trim						
Crown Molding						
Flooring						
Light Bulbs						
Light Fixtures						
Smoke Alarm/CO2						
Switch/Wall/Phone/Cable Plates						
Window Screens						
KITCHEN	INSPECTED	REPAIR	REPLACE	PART NUMBER	QUANTITY	NOTES
Broiler Pan						
Cabinet Door Hinges						
Cabinets and Drawers						
Countertops						
Cove Base/Base trim						
Crown Molding						
Drip Bowls						
Faucet/Aerator/Handles						
Fire Extinguisher 5lb						
Fire Stop						
Flooring						
Garbage Disposers						

GFCI						
Ice Cube Trays						
Icemaker						
Light Fixtures						
Microwave						
Microwave Plate						
Oven Rack						
Range						
Range Elements						
Range Hood						
Refrigerator						
Sink						
Sink Basket/Strainer						
Smoke Alarm/CO2						
Supply Lines						
Switch/Wall/Phone/Cable Plates						
PATIO/BALCONY	INSPECTED	REPAIR	REPLACE	PART NUMBER	QUANTITY	NOTES
Door Sweep/Weather-strip						
Exterior Door						
Exterior/Light Fixtures						
Lockset						
Screen/Security Door						
Threshold						
BEDROOM(S)	INSPECTED	REPAIR	REPLACE	PART NUMBER	QUANTITY	NOTES
Blinds						
Bypass Door/Bi-fold Door						
Ceiling Fan						
Ceiling Fan Light Kit						
Closet Rod/Rack						
Close/Drawer Knobs						
Cove Base/Base trim						
Crown Molding						
Door Stop/Hinge/Closer						
Flooring						
Light Fixtures						
Lockset						
Privacy Lockset						
Smoke Alarm/CO2						
Switch/Wall/Phone/Cable Plates						
Window Screens						
BATHROOM(S)	INSPECTED	REPAIR	REPLACE	PART NUMBER	QUANTITY	NOTES
Angle Stop						
Bath Hardware - End Brackets/Soap Holder/Toilet Paper Holder/Towel Holder						
Cabinets and Drawers						
Countertops						
Cove Base/Base trim						
Door Stop/Hinge/Closer						
Escutcheons						
Exhaust Fan						
Faucet/Pop-ups and Repair						
Flooring						
GFCI						
Handles and Index Buttons						
Heat Lamp						
Interior Slab Door						
Light Fixtures						
Lockset						
Medicine Cabinet						
Mirror/Clips						
P-trap						



Lead-Based Paint Disclosure Notice

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

Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. 42 U.S.C. 4582(d)

Owner/Landlord's Disclosure:

Presence of lead-based paint and/or lead-based paint hazards: **(Check one below)**

- Known lead-based paint and/or lead-based paint hazards are present in the housing.
- Owner/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in housing.

Records and reports available to the Owner/Landlord: **(Check one below)**

- Owner/Landlord has provided the Participant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (List documents)
- Owner/Landlord has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

LANDLORD COMPLETE

Participant's Acknowledgement:

- ____ Participant has received copies of all the information listed above.
(Initial)
- ____ Participant has received the pamphlet *Protect Your Family from Lead in Your Home*.
(Initial)

TENANT COMPLETE

Agent's Acknowledgement: (If Applicable) _____
(Initial)

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

Certificate of Accuracy

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

Owner/Agent Print Name

Owner/Agent Signature

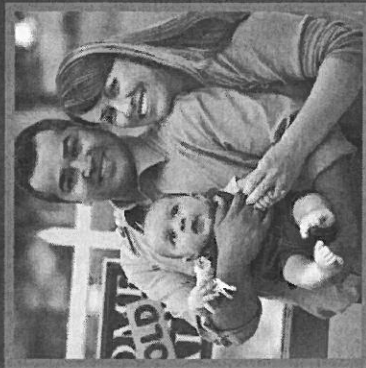
Date

Participant Print Name

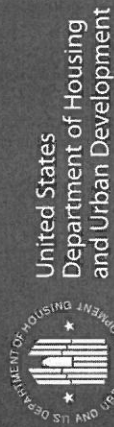
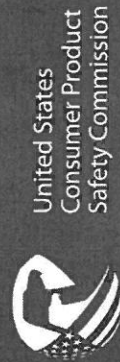
Participant Signature

Date





Protect Your Family From Lead in Your Home



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

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

Read this entire brochure to learn:

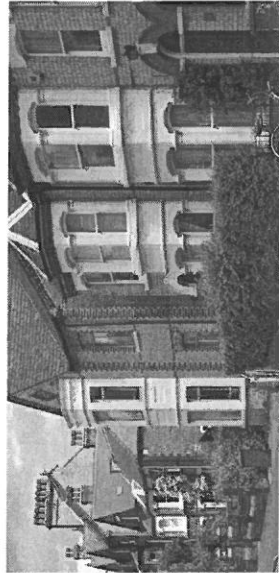
- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

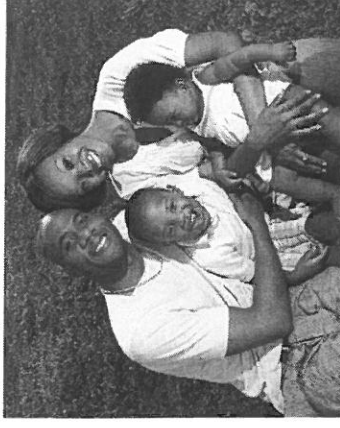
Lead Gets into the Body in Many Ways

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

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

Lead is especially dangerous to children under the age of 6.

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



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

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

Health Effects of Lead

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

In children, exposure to lead can cause:

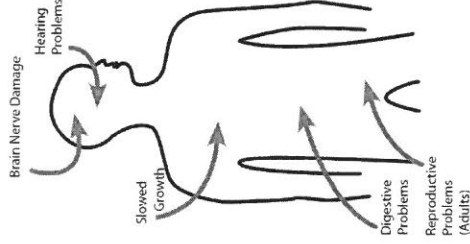
- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

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

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

In adults, exposure to lead can cause:

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



Check Your Family for Lead

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

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

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

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

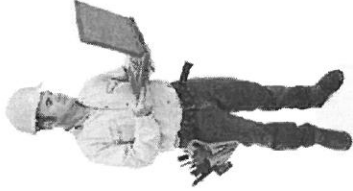
The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

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

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

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



Checking Your Home for Lead, continued

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

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

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

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

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



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

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

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

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

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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

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



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

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

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

Other Sources of Lead

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

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - 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.
- Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

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

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

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

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

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

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

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

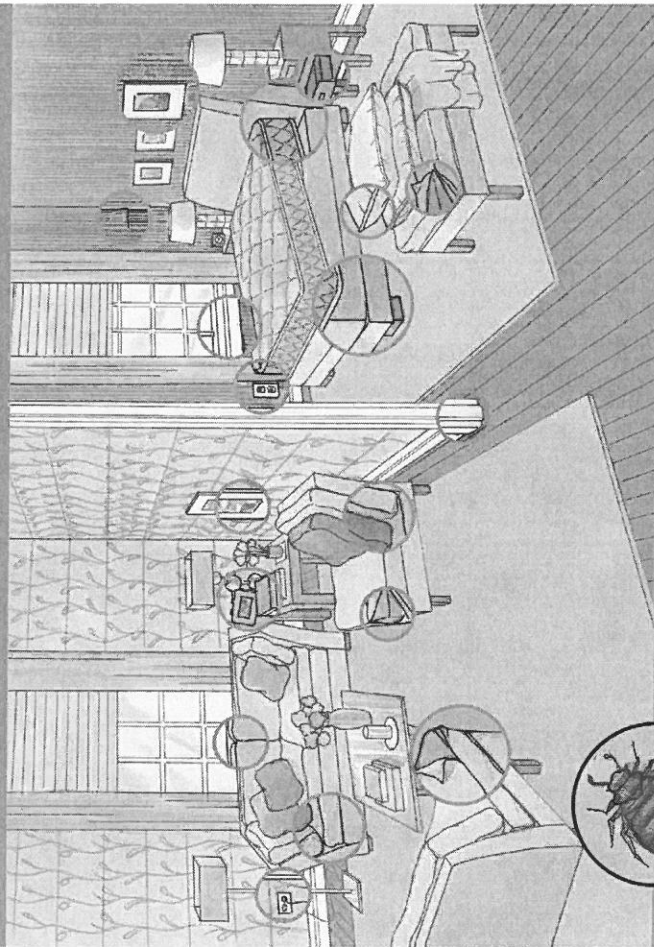
EPA-747-K-12-001
December 2012

IMPORTANT!

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

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

Preventing and Getting Rid of Bed Bugs Safely



*A Guide for Property Owners,
Managers and Tenants*

 **DEPARTMENT OF HEALTH
AND HOSPITALS**

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Using This Guide

Bed bug infestations are on the rise in Louisiana. There are steps that can be taken to prevent bed bugs from infesting your home. If bed bugs are found, they can be safely controlled.

This guide will help you:

1. Learn more about bed bugs and how they thrive.
2. Prevent bed bugs from infesting your home.
3. Safely rid your home of bed bugs if they do occur.
4. Select and work with a pest control professional.

Recognizing a Bed Bug

From its appearance

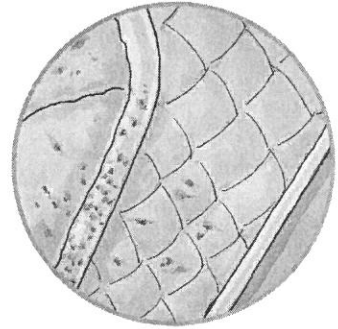
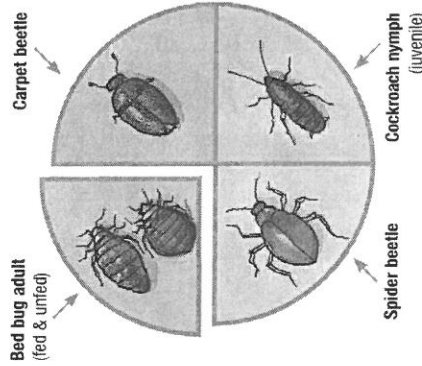
Bed bugs are small insects that feed mainly on human blood. A newly hatched bed bug is semi-transparent, light tan in color, and the size of a poppy seed. Adult bed bugs are flat, have rusty-red-colored oval bodies, and are about the size of an apple seed.

Bed bugs can be easily confused with other small household insects, including carpet beetles, spider beetles and newly hatched cockroaches (nymphs).

From its markings, droppings and eggs

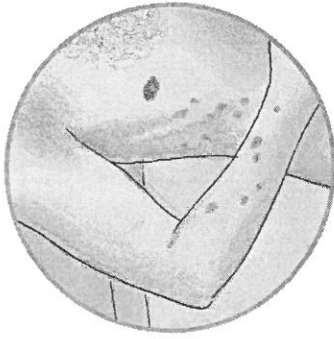
Blood stains, droppings and eggs can be found in several locations, including:

- Mattress seams and tufts, sheets, pillow cases and upholstered furniture.
- Crevices and cracks in furniture.
- Baseboards of walls.



From its bite

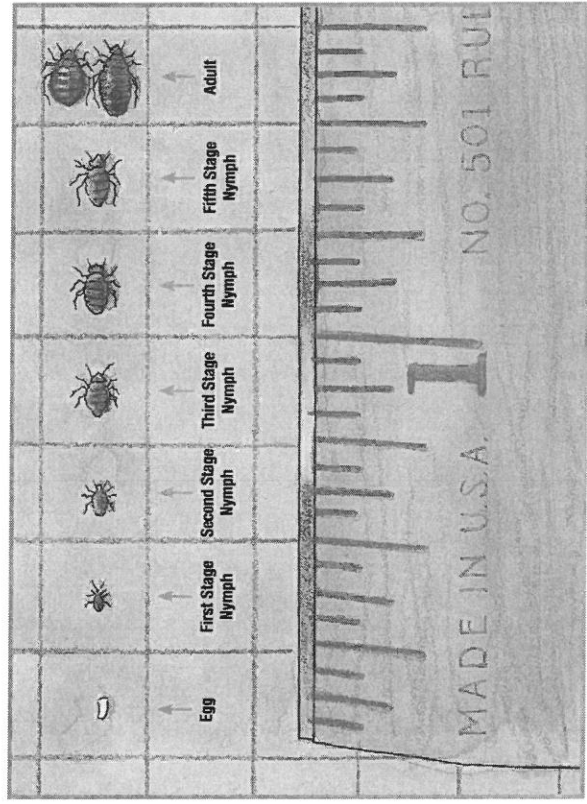
Some people do not react to bed bug bites. But for those who do, bite marks may appear within minutes or days, usually where skin is exposed during sleep. They can be small bumps or large itchy welts. The welts usually go away after a few days. Because the bites may resemble mosquito and other insect bites, a bump or welt alone does not mean there are bed bugs.



How Bed Bugs Grow and Reproduce

Bed bugs are most active when we sleep. They crawl onto exposed skin, inject a mild anesthetic and suck up a small amount of blood. Most people never feel the actual bite.

Bed bugs need a blood meal to grow and lay eggs. A female lays 5-7 eggs per week and if fed, will lay 200-500 eggs in her life. Eggs take about 10 days to hatch. Bed bugs are fully grown in 2 to 4 months and can live as long as a year.



The Health Effects of Bed Bugs

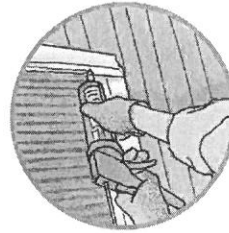
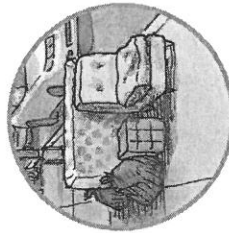
Although bed bugs and their bites are a nuisance, they are not known to spread disease.

- Bed bug bites can be very itchy and irritating. Most welts heal in a few days but in unusual cases, the welt may persist for several weeks. Usually an anti-itching ointment will help, but if bites become infected, people should see their doctor.
- The anxiety about being bitten can lead to sleeplessness, which can affect one's well-being. Properly and effectively responding to bed bugs helps to reduce anxiety.

Some people become so desperate that they use illegal or excessive amounts of pesticides that can lead to poisonings. This guide provides advice on how to get rid of bed bugs safely.

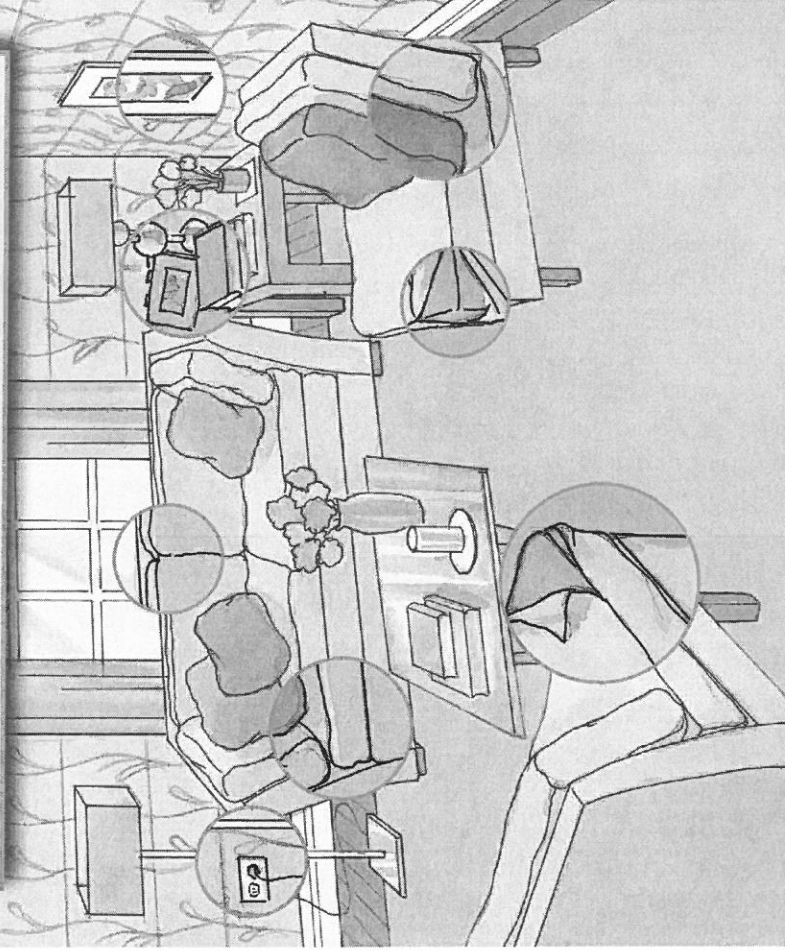
Preventing Bed Bugs from Infesting Your Home

- Bed bugs can enter homes by latching onto used furniture, luggage and clothing, and by traveling along connecting pipes and wiring.
- Never bring bed frames, mattresses, box springs or upholstered furniture found on the street into your home.
 - Check all used or rented furniture for bed bugs.
 - When traveling, inspect the bed and furniture. Keep suitcases off the floor and bed, and inspect them before you leave.
 - If you suspect you have been around bed bugs, immediately wash and dry the clothing on hot setting or store it in a sealed plastic bag until you can.
 - Seal cracks and crevices with caulk, even if you don't have bed bugs. This will help prevent bed bugs and other pests from coming in.



Inspecting for Bed Bugs

Look for bed bugs, blood stains, droppings and eggs (a flashlight and a magnifying glass will help). Start by looking in an area 10-20 feet around where you sleep or sit. That's the distance a bed bug will usually travel. Keep a written record of every room and location where you find signs of bed bugs. Share this record with a pest control professional.



Check mattresses, box springs, bed frames and bedding

- Check the top and bottom seams, tufts and any rips in the covers of mattresses and box springs.
- Look underneath the bed and along the bed frame and headboards.

Check cracks and crevices in bedroom furniture, floor boards and baseboards, windows and door frames

- Use a flashlight to inspect cracks and crevices of furniture, windows and door frames.
- Swipe a putty knife, an old business or playing card into cracks and crevices to force bed bugs out. A hot blow-dryer on a low setting will also work. If live bugs do come out, crush them with a paper towel and throw them away outside your building.
- Remove drawers from furniture and check the inside, top and bottom, joints and even screw holes.

Getting Rid of Bed Bugs

If you have bed bugs, you shouldn't feel ashamed. Anyone can get bed bugs. Notify your landlord and neighbors. The sooner everyone responds, the more successful everyone will be.

Choosing and working with a pest control company

Bed bug infestations usually require the services of well-trained, licensed pest management professionals, also called exterminators. Tenants whose landlords do not promptly respond to bed bug complaints can contact the Office of the Attorney General's Section of Consumer Protection at (800) 351-4889.

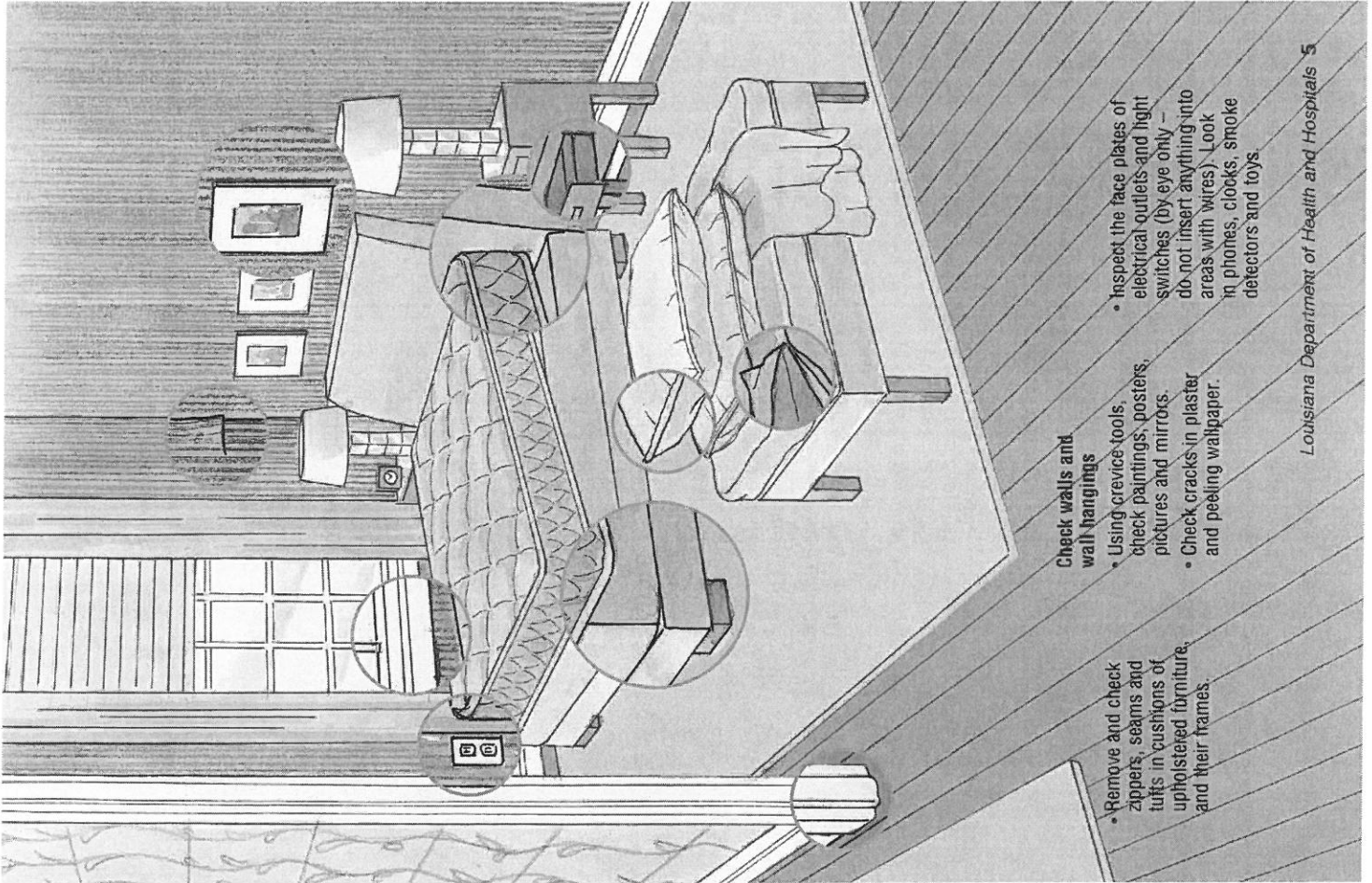
There are many pest control companies and licensed pest professionals in Louisiana. Not all are well-trained in managing bed bugs. To get rid of bed bugs, you must choose the right company, be clear about what you want done and monitor their performance.

To choose a good professional...

- Find a company through dependable referrals, directories, and professional associations.
- The Louisiana Department of Agriculture and Forestry's (LDAF) Structural Pest Control Commission permits businesses and licenses applicators that perform structural pest control work in Louisiana. Structural pest control is also referred to as pest management. Contact LDAF's Structural Pest Control Commission office at (225) 925-4578 to verify if a business is permitted to apply pesticides.
- Interview several companies before choosing. Ask about their training, and their approach to controlling bed bugs. Make sure they follow the procedures described in this guide.
- Agree on a service plan and its cost. Expect at least two treatment visits and a third follow-up visit to confirm that bed bugs have been eliminated. Severe infestations or cluttered apartments may take more visits to eliminate bed bugs.

A good company will...

- Inspect your property before giving you a price quote or begin any pesticide application.
- Give you a written inspection report, and an action plan of how to prepare for treatment and prevent further infestation.
- Base quotes on inspection findings, not flat fees. The cheapest services are rarely the best.
- Visit often until the job is done and educate you on how to prevent bed bugs.

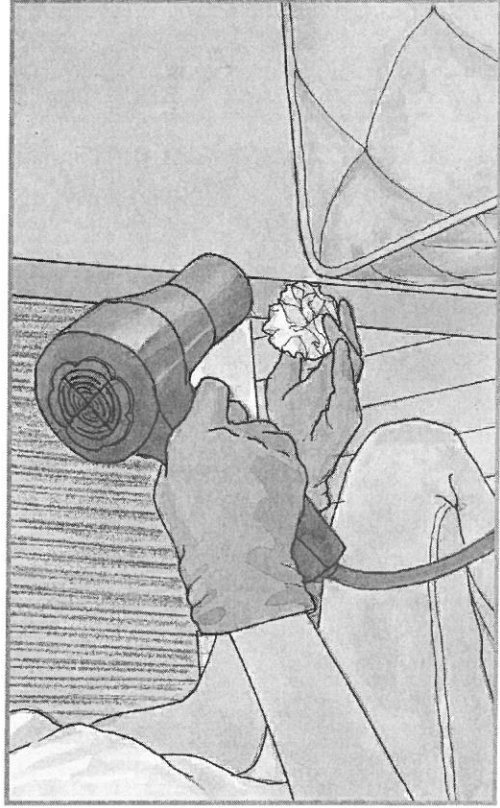


Check walls and wall hangings

- Remove and check zippers, seams and tufts in cushions of upholstered furniture, and their frames.
- Using crevice tools, check paintings, posters, pictures and mirrors.
- Check cracks in plaster and peeling wallpaper.
- Inspect the face plates of electrical outlets and light switches (by eye only – do not insert anything into areas with wires). Look in phones, clocks, smoke detectors and toys.

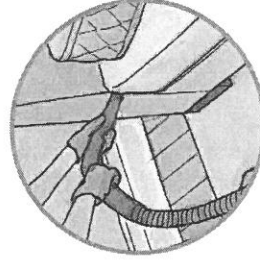
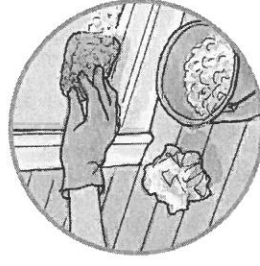
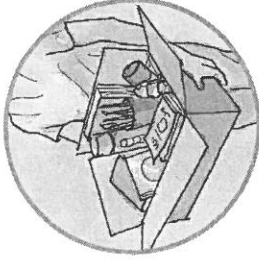
Trap and Kill Bed Bugs

- Force bed bugs out of cracks and crevices with a putty knife or an old business or playing card, or with hot air from a blow dryer on low setting. Catch them with sticky packing tape or crush them in paper towels. The heat from blow dryers will kill bed bugs after 30 seconds of continuous contact.



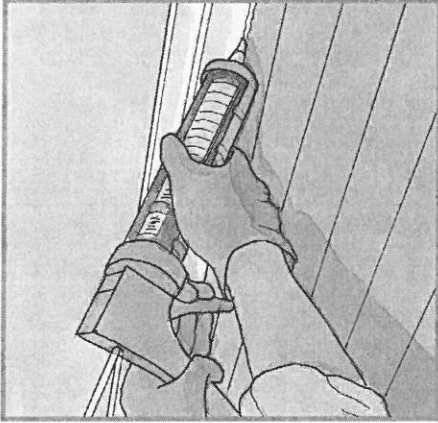
Clean and Disinfect

- Get rid of clutter to reduce places bed bugs can hide. After checking them for bed bugs, consider putting non-essential belongings into storage until the bed bugs are gone from your home. Check all items again before returning.
- Wipe off dead bugs, blood stains, eggs and droppings with hot soapy water.
- Wash all items showing bed bug stains in hot water (140°F) and dry on the highest setting for at least 20 minutes. Other clean items suspected of having bed bugs should be placed in a hot dryer for at least 20 minutes to kill them. After drying, store items in new sealed plastic bags until you are sure you have gotten rid of bed bugs.
- Vacuum carpets, floors, bed frames, furniture, cracks and crevices daily, using the brush and crevice tools. Empty the vacuum or seal and dispose of its bag outside of your home after each use.
- Enclose infested mattresses and box springs in a cover that is labeled "allergen rated," "for dust mites," or "for bed bugs" for at least a full year. Periodically check for rips or openings and tape these up.



Seal Cracks and Crevices

- Repair cracks in plaster, repair or remove any loose wallpaper and tighten light switch covers.
- Apply caulk to seal crevices and joints in baseboards and gaps on shelving or cabinets.



Getting Rid of Infested Items

- Usually, it is not necessary to get rid of furniture or bedding at the first signs of bed bugs. Cleaning and enclosing is often adequate.
- Box springs should only be discarded if they cannot be covered and are heavily infested.
- For items to be thrown away, use plastic sheeting (shrink /pallet wrap) or place securely in plastic bags. Label with a sign that says "infested with bed bugs."



What Landlords and Building Managers Can Do

- Provide tenants with information about bed bugs. Share this guide.
- Encourage everyone to report bed bugs as soon as they know of a problem.
- Notify tenants, and inspect all units adjacent to, above and below apartments found to have bed bugs.
- Hire a pest management professional to treat for bed bugs. Be wary of companies that make unrealistic claims that bed bugs can be controlled with one visit.
- Help tenants if they cannot move furniture themselves or need help to get rid of clutter.
- Give advance notice of the planned use of pesticides.
- Inspect upon vacancy and if necessary treat units to ensure they have no bed bugs or other pests before renting.



More Information?

This document is available electronically on Louisiana Department of Health & Hospitals' website at seet.dhh.la.gov.

For bed bug issues in hotels, motels, and health care facilities, contact the Louisiana Department of Health and Hospitals' Medical Entomologist, Kyle Moppert: Kyle.Moppert@la.gov; (225) 342-7551.

For bed bug issues in apartments, homes, and other residences, contact the LSU AgCenter's Urban Entomologist, Gregg Henderson: GRHenderson@agcenter.lsu.edu; (225) 578-1831.

To file complaints or for inquiries related to pesticides, contact the Louisiana Department of Agriculture and Forestry (LDAF) at (225) 925-3763 (during business hours) or (855) 452-5323 (after business hours). You can also visit: www.ldaf.la.gov/bedbugs

To report or ask about pesticide exposures, call the Louisiana Poison Center at (800) 222-1222.

For additional information about bed bugs and pesticides, visit the National Pesticide Information Center (NPIC) at <http://npic.orst.edu/pest/bedbug.html> or call (800) 858-7378.

Key Messages about Bed Bugs

- Learn to identify the signs of bed bugs.
- Dirty living conditions do not cause bed bugs, but cleaning and removing clutter will help in controlling them.
- Anyone can get bed bugs. If you detect them, take action immediately.
- Sealing cracks and small holes will help to reduce hiding places and prevent bed bugs from crawling between apartments.
- Cooperate with your neighbors, landlord and pest management provider. Getting rid of bed bugs needs to involve everyone.
- Do not use pesticide bombs or foggers to control pests. They can make conditions worse.
- It is hard, but not impossible to get rid of bed bugs. The advice in this guide will help.

Adapted with permission from New York City Department of Health and Mental Hygiene's Guide to Preventing and Getting Rid of Bed Bugs Safely. Illustrations by David Cain.



 **DEPARTMENT OF
HEALTH**
AND HOSPITALS

Voucher
Housing Choice Voucher Program

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

OMB No. 2577-0169
(exp. 9/30/2012)

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

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

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
INFORMATION ONLY		
7. Name of Public Housing Agency (PHA)	8. Name and Title of PHA Official	9. Signature of PHA Official
		Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

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

2. Voucher

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

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.
- C. 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.
 11. Give the PHA a copy of any owner eviction notice.
 12. 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 premises0

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.



NOTICE OF INTENT TO MOVE

To: Landlord

Today's Date: _____

From: _____ (tenant name and full address)

NOTICE MUST BE GIVEN ON THE FIRST OF THE MONTH FOR MOVE-OUT ON THE LAST DATE OF THE MONTH. RETURN COMPLETED NOTICE TO PHA BY THE 1ST.

It is my intention to move from the above stated address on _____ (date – must be last date of the month).

A thirty-day (30-day) written notice is required to be eligible to move in accordance with my lease.

Payments to the landlord on behalf of the tenant will be stopped effective the move-out date noted above. The tenant is liable for any charges due to damages created during occupancy at the above stated address.

LANDLORD: Does the tenant currently owe monies for rent? _____ If yes, how much is currently owed for rent? _____

If rent is owed, provide a breakdown listing amount by month that is due and an explanation for why you neglected to enforce the lease by filing for eviction the first month that rent became past due. _____

IMPORTANT NOTE: Unless monies owed for rent is indicated, the PHA will assume that the tenant does not presently owe a balance and assistance will not be held following the move. If more than one month of rent is owed, the PHA will not hold assistance due to landlord's failure to enforce the lease through legal action.

My signature below indicates my agreement with and understanding of the above.

INFORMATION ONLY

Landlord Signature

Date Signed

Date Signed

Note to Tenant: If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact your Housing Manager.

Note to PHA Staff: You must enter payment suppression upon receipt of this notice.



Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

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

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

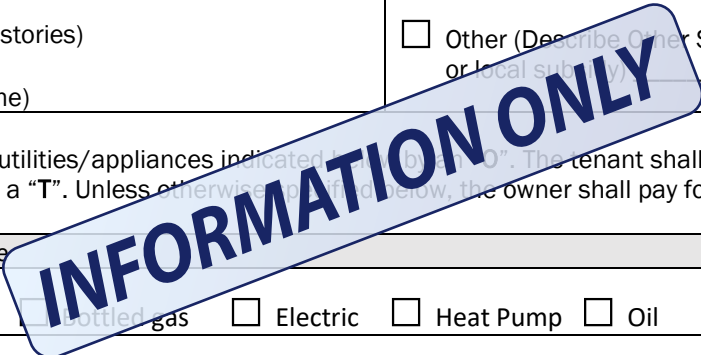
1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
--	--	--	--	--	--

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

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

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



12. Owner's Certifications

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

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

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

- c. Check one of the following:

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

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

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

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

PHA POLICY:

VERY IMPORTANT THAT ALL BLANKS ARE FILLED FOR ALL SECTIONS. WE CANNOT PROCESS INCOMPLETE FORMS.

UTILITIES MUST BE ON FOR THE INSPECTION - LANDLORD IS RESPONSIBLE FOR UTILITIES PRIOR TO MOVE-IN. DO NOT ALLOW THE CLIENT TO MOVE-IN, SIGN THE LEASE OR COLLECT KEYS PRIOR TO HEARING FROM THE SOCIAL SERVICE ANALYST. THE INSPECTOR CANNOT GIVE APPROVAL TO MOVE INTO THE UNIT.

IF THE UNIT IS UNDER A BUSINESS NAME, PLEASE PRINT THE BUSINESS NAME FOR THE OWNER BELOW.

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



MODEL LEASE

This lease is in three parts: **Part A** contains required lease information. **Part B** consists of the HUD 52641-A Tenancy Addendum. **Part C** contains additional lease provisions.

Part A: Lease Information

1. **Contract Unit:** (enter address of unit, including apartment number, if any)

--

2. **Tenant:** (enter full name of tenant)

--

3. **Owner:** (enter name and address of owner)

--

4. **Initial Term:** The initial term of the lease must be at least one year unless a shorter term is approved by the PHA.

The initial term begins on

--

The initial term ends on

--

Following the initial term of the lease, the lease will be renewed automatically on a **month-to-month** **indefinite duration** basis until:

- a. termination of the lease by the owner in accordance with this lease;
- b. termination of the lease by the tenant in accordance with this lease;
- c. mutual agreement between the owner and tenant to terminate the lease during the term of the lease;
- d. termination of the Housing Assistance Payments Contract by the PHA;
- e. termination of the tenant’s family assistance by the PHA.

5. **Household Members:** (enter the full names of all family members)



The family must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. No other person may reside in the unit without prior written approval by the Owner and the PHA.

6. **Rent to Owner:** (total monthly rent) \$ _____

a. **Tenant Rent to Owner:** \$ _____

b. **Housing Assistance Payment to Owner:**

The total rent to owner is the initial rent for this unit. The Housing Assistance Payment (HAP) to owner shall be payable by the Public Housing Agency (PHA) as housing assistance payments on behalf of the tenant. The tenant rent to owner shall be payable by the tenant directly to the Owner. Rent is due and payable on the _____ day of the month beginning on _____.

The amount of the rent to owner is subject to change after the initial term of the lease upon agreement by the owner and tenant. The owner must give the PHA 60 calendar days written notice before commencement of any change in rent. The notice shall state the new rental amount and the date the new rental amount will be effective. Changes in rent shall be subject to the PHA's rent reasonableness requirements.

The amount of tenant rent is subject to change during the term of the lease. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.

c. **Penalties for Late Payment of Tenant Rent:** The tenant shall be charged a late charge of \$ _____ for all rent not paid in accordance with the terms and conditions of this lease. Such late charge shall be in addition to the usual monthly rent and will apply if tenant rent is unpaid on the _____ day of the month.

7. **Security Deposit:** The tenant has deposited \$ _____ with the owner as a security deposit. This security deposit does not exceed the amount of security deposits charged by the owner to unassisted tenants or the private market practice for the area where the unit is located.

8. **Pets:** The tenant may may not keep pets.

9. **Utilities and Appliances:** The owner shall provide for or pay for the utilities and appliances as indicated below by an "O" without any additional charge to the tenant. The tenant shall provide or pay for the utilities and appliances as indicated below by a "T".

ITEM		PROVIDED BY	PAID BY	ITEM		PROVIDED BY	PAID BY
Heating	Natural Gas			Water Heating	Natural Gas		
	Bottle Gas				Bottle Gas		
	Oil/Electric				Oil/Electric		
	Coal/Other				Coal/Other		
Cooking	Natural Gas			Water			
	Bottle Gas			Sewer			
	Oil/Electric			Trash Collection			
	Coal/Other			Range/Microwave			
Other Electric			Refrigerator				
Air Conditioning			Other (Specify)				



The owner shall provide the following additional appliances for the dwelling unit. (If none specified no additional appliances are provided.) _____

10. Maintenance and Services:

Security equipment and services to be provided by the owner. (If none are specified, it is assumed there are none.) _____

The owner shall provide Extermination services as conditions may require. If such service is to be provided on a scheduled basis, the schedule is as follows (if none specified, it is assumed that none are provided): _____

11. Lease termination or move out by family: The tenant may terminate the lease without cause at any time after the initial term of the lease by giving a **30 calendar day** **60 calendar day** written notice to the owner. The tenant must notify the PHA and the owner in writing before the family moves out of the unit.

SIGNATURES:

TENANT:

Signature of Tenant

Date Signed

Signature of Tenant

Date Signed

Signature of Tenant

Date Signed

OWNER:

Signature of Owner/Agent for Owner

Date Signed



**Housing Assistance Payments Contract
(HAP Contract)**

**Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

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

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

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract

This HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

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

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

Signatures

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

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

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Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

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

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

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

4. Term of HAP Contract

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

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

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

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

obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

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

8. Owner Certification

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

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

and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

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

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

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

10. Owner's Breach of HAP Contract

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

criminal act in connection with the mortgage or loan.

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

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

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

12. Exclusion of Third Party Rights

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

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

13. Conflict of Interest

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

14. Assignment of the HAP Contract

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

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

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

15. Reserved

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

17. Entire Agreement: Interpretation

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

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

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

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

8. Termination of Tenancy by Owner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. **Actual and Imminent Threats:**

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

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

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

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

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

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

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

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

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

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

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

**The Housing Authority of the Parish of East Baton Rouge, Louisiana (LA003)
Housing Choice Voucher and Public Housing Programs
Telephone Number: (225) 923-8100 TDD (800) 545-1833 ext. 930**

Income Limits for Baton Rouge, LA HUD Metro FMR Area

	1-Person	2-Person	3-Person	4-Person	5-Person	6-Person	7-Person	8-Person
Extremely Low-Inc	\$16,700	\$19,050	\$21,960	\$26,500	\$31,040	\$35,580	\$40,120	\$44,660
Very Low-Income	\$27,800	\$31,750	\$35,700	\$39,650	\$42,850	\$46,000	\$49,200	\$52,350
Low-Income	\$44,450	\$50,800	\$57,150	\$63,450	\$68,550	\$73,650	\$78,700	\$83,800

Median Family Income: \$79,300

Income Limits Effective: April 1, 2021

Fair Market Rents (FMR's) for Section 8 Housing Choice Voucher Program

0-BR Unit	1-BR Unit	2-BR Unit	3-BR Unit	4-BR Unit	5-BR Unit
\$744	\$781	\$917	\$1161	\$1447	\$1664

Fair Market Rents Effective: October 1, 2021

Payment Standards (PS) for Section 8 Housing Choice Voucher Program

0-BR Unit	1-BR Unit	2-BR Unit	3-BR Unit	4-BR Unit	5-BR Unit
\$818	\$859	\$1008	\$1277	\$1591	\$1830

Payment Standards Effective: October 1, 2021

Payment Standard as a Percentage of Fair Market Rents

0-BR Unit	1-BR Unit	2-BR Unit	3-BR Unit	4-BR Unit	5-BR Unit
110%	110%	110%	110%	110%	110%

PS as % of FMR's Effective: October 1, 2021

City of Plaquemine – Housing Choice Voucher Program

Telephone Number: (225) 923-8100 TDD (800) 545-1833 ext. 930

Income Limits for Iberville Parish

	1-Person	2-Person	3-Person	4-Person	5-Person	6-Person	7-Person	8-Person
Extremely Low-Inc	\$12,880	\$17,420	\$21,960	\$26,500	\$31,040	\$35,100	\$37,550	\$39,950
Very Low-Income	\$21,200	\$24,200	\$27,250	\$30,250	\$32,700	\$35,100	\$37,550	\$39,950
Low-Income	\$33,900	\$38,750	\$43,600	\$48,400	\$52,300	\$56,150	\$60,050	\$63,900

Median Family Income: \$60,500

Income Limits Effective: April 1, 2021

Fair Market Rents (FMR's) for Section 8 Housing Choice Voucher Program

0-BR Unit	1-BR Unit	2-BR Unit	3-BR Unit	4-BR Unit	5-BR Unit
\$604	\$630	\$742	\$1016	\$1135	\$1305

Fair Market Rents Effective: October 1, 2021

Payment Standards (PS) for Section 8 Housing Choice Voucher Program

0-BR Unit	1-BR Unit	2-BR Unit	3-BR Unit	4-BR Unit	5-BR Unit
\$664	\$693	\$816	\$1117	\$1248	\$1435

Payment Standards Effective: October 1, 2021

Payment Standard as a Percentage of Fair Market Rents

0-BR Unit	1-BR Unit	2-BR Unit	3-BR Unit	4-BR Unit	5-BR Unit
110%	110%	110%	110%	110%	110%

PS as % of FMR's Effective: October 1, 2021

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)	
East Baton Rouge Parish		Single & Multi-Family					10-01-2021	
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	30	30	34	39	49	62	
	Bottled Gas							
	Electric	14	17	19	21	23	25	
	Electric – Heat Pump							
	Fuel Oil							
	Other							
Cooking	Natural Gas	15	15	15	15	15	15	
	Bottled Gas							
	Electric	6	6	6	6	6	6	
	Other							
Other Electric		20	21	23	24	25	27	
Air Conditioning		10	11	14	18	22	24	
Water Heating	Natural Gas	14	14	20	27	27	34	
	Bottled Gas							
	Electric	9	10	11	12	14	15	
	Fuel Oil							
Water		10	11	11	12	13	15	
Sewer		26	29	32	35	38	45	
Trash Collection		19	19	19	19	19	19	
Other – specify								
Range/Microwave		8	8	8	8	8	8	
Refrigerator		8	8	8	8	8	8	
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
Unit Address					Other Electric			
					Air Conditioning			
					Water Heating			
Number of Bedrooms					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			

Six Bedroom Utility Allowance Schedule FY2021
Effective 10/1/2021

EAST BATON ROUGE PARISH ONLY

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating	Natural Gas	30	30	34	39	49	62	72	83	97
	Bottle Gas									
	Oil/Electric	14	17	19	21	23	25	28	32	35
	Coal/Other									
Cooking	Natural Gas	15	15	15	15	15	15	15	15	15
	Bottle Gas									
	Oil/Electric	6	6	6	6	6	6	6	6	6
	Coal/Other									
Other Electric		20	21	23	24	25	27	29	30	32
Air Conditioning		10	11	14	18	22	24	29	34	41
Water Heating	Natural Gas	14	14	20	27	27	34	41	50	60
	Bottle Gas									
	Oil/Electric	9	10	11	12	14	15	17	18	20
	Coal/Other									
Water		10	11	11	12	13	15	16	18	19
Sewer		26	29	32	35	38	45	50	56	63
Trash Collection		19	19	19	19	19	19	19	19	19
Range/Microwave		8	8	8	8	8	8	8	8	8
Refrigerator		8	8	8	8	8	8	8	8	8
Other-Specify										

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
TOTALS	Gas	160	166	184	205	224	257	287	322	362
	Electric	130	140	151	163	176	192	210	229	252

USE LOWER OF VOUCHER SIZE OR UNIT SIZE IN CALCULATION

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)	
City of Plaquemine		Single & Multi-Family					10-01-2021	
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	16	18	18.00	21	26	33	
	Bottled Gas							
	Electric	17	20	22	25	27	29	
	Electric – Heat Pump							
	Fuel Oil							
	Other							
Cooking	Natural Gas	8	8	8	8	8	8	
	Bottled Gas							
	Electric	7	7	7	7	7	7	
	Other							
Other Electric		23	25	27	28	30	32	
Air Conditioning		12	13	16	21	26	29	
Water Heating	Natural Gas	7	7	11	14	14	18	
	Bottled Gas							
	Electric	10	12	13	15	16	18	
	Fuel Oil							
Water		13	14	15	16	18	20	
Sewer		16	18	20	21	23	28	
Trash Collection								
Other – specify	Gas Residential Charge	5	5	5	5	5	5	
Range/Microwave		8	8	8	8	8	8	
Refrigerator		8	8	8	8	8	8	
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
Unit Address					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
					Water			
Number of Bedrooms					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			

Six Bedroom Utility Allowance Schedule FY2021
Effective 10/1/2021

CITY OF PLAQUEMINE ONLY

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating	Natural Gas	16	18	18	21	26	33	38	44	51
	Bottle Gas									
	Oil/Electric	17	20	22	25	27	29	32	36	40
	Coal/Other									
Cooking	Natural Gas	8	8	8	8	8	8	8	8	8
	Bottle Gas									
	Oil/Electric	7	7	7	7	7	7	7	7	7
	Coal/Other									
Other Electric		23	25	27	28	30	32	34	37	39
Air Conditioning		12	13	16	21	26	29	35	41	50
Water Heating	Natural Gas	7	7	11	14	14	18	22	27	33
	Bottle Gas									
	Oil/Electric	10	12	13	15	16	18	20	23	26
	Coal/Other									
Water		13	14	15	16	18	20	22	24	26
Sewer		16	18	20	21	23	28	31	35	39
Trash Collection		0	0	0	0	0	0	0	0	0
Range/Microwave		8	8	8	8	8	8	8	8	8
Refrigerator		8	8	8	8	8	8	8	8	8
Other-Specify	Gas residential charge	5	5	5	5	5	5	5	5	5

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
TOTALS	Gas	116	124	136	150	166	189	211	237	268
	Electric	114	125	136	149	163	179	198	219	243

USE LOWER OF VOUCHER SIZE OR UNIT SIZE IN CALCULATION

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

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

OMB Approval No. 2577-0286
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Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

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

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

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

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

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

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

1. Date the written request is received by victim: _____

2. Name of victim: _____

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

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

5. Residence of victim: _____

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

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and 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.

OWNER NOTIFICATION OF RIGHTS AND OBLIGATIONS
UNDER THE VIOLENCE AGAINST WOMEN ACT

East Baton Rouge Parish Housing Authority

Notice of Owner Rights and Obligations under the Violence Against Women Act (VAWA)¹

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

Purpose

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through the East Baton Rouge Parish Housing Authority HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

Denial of Tenancy

Protections for applicants: Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

Eviction

Protections for HCV participants: Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

Limitations of VAWA protections:

- a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
 - 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - 2) The distribution or possession of property among members of a household in a case.
- b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, if the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)
- c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and

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

imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

i. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)

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

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

a. Form HUD-5382 (Self-Certification Form); or

b. A document:

1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:

2) Signed by the applicant or tenant; and

3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003;

or

c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time at its discretion. During the 14-business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

Moves

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

Lease Bifurcation

Owners may choose to bifurcate a lease, or remove a household member from a lease to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

Evictions Due to “Actual and Imminent Threat” or Violations Not Premised on Abuse

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

To demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or

- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

Service Providers

The East Baton Rouge Parish Housing Authority has extensive relationships with local service providers. East Baton Rouge Parish Housing Authority staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in the East Baton Rouge Parish Housing Authority's Annual and 5-Year Plan, Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers is attached to this Notice.

Definitions

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person

who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Legal services and domestic violence resources

- National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY)
- IRIS: Domestic Violence Center at (225) 389-3001
- Louisiana Coalition Against Domestic Violence at (888) 411-1333 or (225) 752-1296
- National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>
- STAR: Sexual Trauma Awareness & Response at (855) 435-STAR
- Office of the District Attorney Victim Assistance Coordinators at (225) 389-8888
- Baton Rouge Bar Foundation Pro Bono Project (225) 344-4803
- Catholic Charities of the Diocese of Baton Rouge (225) 336-8700
- St. Vincent DePaul Thirst for Justice (225) 383-7837
- Southeast Louisiana Legal Services, Inc (225) 448-0331

Attachment

Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking