



# **Housing Choice Voucher Program Information Packet**

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The Housing Authority of New Orleans (HANO) has created this information packet for participants who have been issued a voucher to search for a unit under the Housing Choice Voucher Program (HCVP).

### **Term of the Voucher**

HANO issues vouchers with an initial term of 120 calendar days. The family must submit a Request for Tenancy Approval (RFTA) along with the completed Leasing Packet to HANO within the 120 calendar day term of the voucher.

### **Voucher Suspensions**

When a family submits a RFTA to HANO, the term of the voucher will be suspended. The time that HANO is processing the RFTA will not be counted against the applicant's or participant's voucher search time. For example, if a family submits a RFTA with 60 days left of search time and the unit does not pass inspection within the required time frame, when the family is reissued a voucher and Leasing Packet to search for a new unit, they will still have 60 days left on their voucher.

### **HANO Policy on Extensions of the Voucher Term**

HANO may approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose requested.

HANO may approve extensions only in the following circumstances:

- It is necessary as a reasonable accommodation for a person with disabilities.
- It is necessary due to reasons beyond the family's control, as determined by HANO. Following is a list of extenuating circumstances that HANO may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted.
  - Serious illness or death in the family
  - Other family emergency including domestic violence or family crisis
  - Obstacles due to employment
  - Whether the family has already submitted requests for tenancy approval that were not approved by HANO
  - Whether family size or other special requirements make finding a unit difficult

### **How to Ask for Extensions**

All requests for extensions to the voucher term must be made in writing and submitted to HANO prior to the expiration date of the voucher.

Any request for an additional extension must include the reason(s) an additional extension is necessary and a completed housing search log. The housing search log can be found in the Leasing Packet.

HANO will decide whether to approve or deny an extension request in a timely basis. The family will be notified in writing of HANO's decision to approve or deny an extension.

### **How HANO Determines how much Housing Assistance Payments are Made on Behalf of a Family**

The amount of Housing Assistance Payments that HANO pays on a family's behalf is based off of a number of factors, which include the following:

- The family's gross and adjusted income.
- The family's Total Tenant Payment (TTP).

- The Payment Standard for the family.
- The Utility Allowance (UA).
- The contract rent for the unit.

Generally, when a family first moves into an assisted unit, the family contributes between 30 and 40 percent of their adjusted monthly income towards rent and HANO pays the remainder, to total the full contract rent.

## How HANO Determines the Family’s Annual Income

Generally, income received by all family members is counted when determining a family’s annual income, with some exceptions. There are certain household members for whom income will not be counted, as summarized in the chart below.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded.
Foster child or foster adult	Income from all sources is excluded.
Head, spouse, co-head, or other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or co-head)	Employment income above \$480/year is excluded. All other sources of income, except those specifically excluded by the regulations, are included

HANO generally uses current circumstances to determine anticipated income for the coming 12-month period; however, HANO may also use future circumstances if an imminent change is expected or use past circumstances if the agency believes that past income is a better indicator of expected future income. For seasonal or cyclical income, such as school teachers, service industry workers, etcetera, HANO may use past income to predict future earnings.

### Sources of Income that are Included

- Wages and related compensation
  - The full gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services.
- Some types of military pay
  - All regular pay, special pay, and allowances of a member of the Armed Forces are counted, except for the special pay for a person who is exposed to hostile fire.
- Business income
  - Net income from the operation of a business or profession, which is defined as gross income minus business expense and generally follows the Internal Revenue Service rules for determining allowable business expenses.
- Income from assets
- Periodic payments, including:
  - Social security
  - Unemployment
  - Welfare assistance
  - Annuities
  - Pensions and other retirement benefits
  - Disability or death benefits

- Lottery winnings paid periodically, rather than as a lump sum
- Lump sums received as a result in the delay in processing periodic payments, such as unemployment, welfare assistance, or child support.
- Payments in lieu of earnings
  - Unemployment and disability compensation
  - Worker's compensation
  - Severance pay
- Imputed welfare income
  - When a welfare agency imposes a sanction that reduces a family's welfare benefits because the family committed fraud or failed to comply the economic self-sufficiency program or work activities requirement, HANO continues to count the amount that the benefits have been reduced as income.
- Periodic and determinable allowances
  - Alimony
  - The actual amount of child support
  - Regular contributions or gifts both monetary and non-monetary
- Student financial assistance in excess of tuition and any other fees or required charges, for students who meet all of the following conditions:
  - They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
  - They are seeking Section 8 assistance on their own, apart from their parents.
  - They are under 24 years of age **OR** they have no dependent children.

#### Sources of Income that are Excluded

- Temporary, nonrecurring, or sporadic income, for which there is no historic, stable pattern of income.
  - Includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days.
- Employment income of children, including foster children, who are under 18 years of age.
- Income earned under certain federal programs, including, but not limited to:
  - Payments to volunteers under the Domestic Volunteer Services Act of 1973;
  - Payments received under programs funded through the Job Training Act Partnership;
  - Awards under the federal work-study program;
  - Payments received from programs funded under Title V of the Older Americans Act of 1985;
  - Allowances, earnings, and payments to AmeriCorps participants; and
  - Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998.
- Resident service stipend not to exceed \$200 per individual per month, which is received by a resident for performing a service that enhances the quality of life in a development.
- Incremental earnings and benefits to any family member from participation in a qualifying state of local employment training program.
- HUD-funded training programs.
- Earned Income Tax Credit (EITC).
- Earned Income Disallowance
  - For people with disabilities who enter the workforce and receive an increase in earned income as the result of one of the following events:

- New employment for a disabled family member who was previous employed or under-employed, minimum wage times 500 hours.
  - Increased earning for a disabled family member as the result of participation in an economic self-sufficiency program or job training program.
  - New employment or increased earnings by a disabled family member who has received Temporary Assistance for Needy Families (TANF) within the past six months.
- Allows for a 12-month exclusion of 100% of the increase in income attributable to new employment or increased earnings, which starts on the first of the month following the start date of the increase.
- Allows for a second 12-month exclusion of 50% of the increase in income.
- There is a 24-month lifetime maximum. The 24-month period begins at the same time of the initial exclusion and ends 24 months later.
- Lump sum payments received from the delayed start of Social Security benefits, Supplemental Security Income benefits, or Department of Veterans Affairs benefits.
- The amount of any withholding from benefits by the Social Security Administration (SSA) as a result of an overpayment by the SSA.
- Certain periodic payments, including:
  - Payments for the care of foster children or foster adults.
  - Kinship payments.
  - Payments to offset the cost of services and equipment needed to keep a developmentally disabled family member at home.
  - Amounts received under the Child Care and Development Block Grant Act of 1990
  - Periodic payments of EITC.
- Student financial assistance received by students who are:
  - Residing within parents who are seeking or receiving Section 8 assistance;
  - Enrolled in an educational institution that does not meet the 1965 HEA definition or intuition of higher education;
  - Over 23 and have at least one dependent child; and
  - Receiving financial assistance through a governmental program not authorized under the 1965 HEA.
- Reimbursement of medical expenses.
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program.
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency.
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- Adoption assistance payments in excess of \$480 per adopted child.
- Refunds or rebates on property taxes paid on the dwelling unit.
- Food stamp benefits.
- Amounts specifically excluded by any other federal statute. HUD publishes an updated list of these exclusions periodically.

### Deductions from Gross Annual Income

Once HANO determines all income sources that count towards a family's gross annual income, the agency will assess what deductions a family may be eligible for to be subtracted from their gross annual income. The result of this calculation is the family's adjusted annual income. In determining adjusted income, HANO will deduct the following amounts from annual income:

- \$480 for each dependent, as defined below:
  - Any family member other than the head, co-head, or spouse who is:
    - Under the age of 18
    - 18 or older and a person with disabilities
    - 18 or older and a full-time student
- \$400 for any elderly family or disabled family
  - An elderly family is a family whose head, co-head, or spouse is 62 years of age or older.
  - A disabled family is a family whose head, co-head, or spouse is a person with disabilities.
- Unreimbursed medical expenses of any elderly family or disabled family, which are over 3% of the family's total annual income.
- Unreimbursed reasonable attendant care and auxiliary apparatus for the care of a family member with disabilities, which enable a family member to be employed and are over 3% of the family's total annual income.
- Any reasonable child care expenses that enable a family member to be employed, to actively seek employment, or to further their education.

### **How HANO Determines the Total Tenant Payment for a Family**

HANO determines a family's total tenant payment by taking the highest of the following amounts:

- 30 percent of the family's monthly adjusted income
- 10 percent of the family's monthly gross income
- HANO's minimum rent of \$50

HANO has authority to suspend and exempt families from minimum rent when a financial hardship exists.

The amount that a family pays for rent and utilities (the family share) may never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

### **HANO's Subsidy/Occupancy Standards**

Generally, HANO will assign one bedroom for each two persons within the household, except for approved cases of reasonable accommodation or as approved through the guidelines listed below.

- Persons of the opposite gender (other than spouses, and children under age 5) will be allocated separate bedrooms.
- Same gender adults of different generations may be allocated separate bedrooms. A generation is defined as 15 years.
- Adults and children of the same gender (except for in the case of a parental or legal guardianship relationship) with an age gap of at least 25 years will be allocated separate bedrooms.
- Parents and/or legal guardians will be required to share a bedroom with a child until the child is 5 years of age. Once a child reaches age five, the parent and/or legal guardian will be allocated a separate bedroom.
- Children shall be assigned a separate bedroom at the age of five if they are of a different gender. Once a child reaches age five, they cannot share a room with a child of an opposite gender for

- occupancy standard purposes, regardless of the age of the other child.
- Two children of the same gender share a bedroom.
- Single-person families will be allocated one bedroom.
- Live-in aides will be allocated a separate bedroom.
- No additional bedrooms shall be allocated for the family of a live-in aide.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant person (with no other persons) must be treated as a two-person family.

HANO uses these guidelines to determine a family's voucher size.

### **How HANO Determines the Payment Standard**

HANO determines the Payment Standard for a family by using the amount associated with the smaller of the voucher size calculated for the family or the actual bedroom size to be leased by the family.

HANO's Payment Standards can be seen on the following page. HANO has adopted Exception Payment Standards for the zip codes of 70112, 70115, 70116, 70118, 70119, 70124, 70125, and 70130. For all other zip codes, the regular Payment Standards apply. The Exception Payment Standards and regular Payment Standards are the maximum that HANO can pay on behalf of the participant, which includes Housing Assistance Payments to the owner and the participant's utility allowance. These Payment Standards are not a guaranteed rental rate.

HANO may make unit-by-unit exceptions to the established Payment Standards as a reasonable accommodation. An applicant or participant family that contains a person with a disability can request that HANO make an exception to its payment standards. HANO may grant such an exception up to 120% of the applicable Fair Market Rent for the unit size, without seeking approval from the Department of Housing and Urban Development (HUD). In order to exceed 120% of the Fair Market Rent, HANO must obtain HUD approval.

If a family requires a reasonable accommodation for a higher payment standard, the family may request an accommodation at the time that the Request for Tenancy approval is submitted to HANO. The family must document the need for the exception. In order to approve an exception to the HANO Payment Standards, or request an exception from HUD, HANO will determine that:

- The unit has features that meet the needs of a family member with disabilities;
- The family's Total Tenant Portion would otherwise exceed 40% of their monthly adjusted income; and
- The rent for the unit is reasonable based on the analysis and determination of HANO.

At the end of this packet, you can find the Reasonable Accommodation Request Form. If you need assistance completing this form, you may contact your assigned Housing Specialist. Any completed Reasonable Accommodation Request Form must be submitted to your assigned Housing Specialist.

## Housing Authority of New Orleans (HANO)

### Payment Standards and Exception Payment Standards

110% of Fiscal Year 2022 Small Area Fair Market Rents (SAFMR) for Zip Codes 70112, 70115, 70116, 70118, 70119, 70124, 70125, and 70130

110% of Fiscal Year 2022 Fair Market Rents (FMRs) for all Other Zip Codes

Zip Code	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
70112	\$1,254	\$1,485	\$1,738	\$2,244	\$2,585	\$2,972	\$3,360	\$3,747
70115	\$1,122	\$1,331	\$1,562	\$2,013	\$2,332	\$2,681	\$3,031	\$3,381
70116	\$924	\$1,089	\$1,276	\$1,650	\$1,903	\$2,187	\$2,473	\$2,758
70118	\$891	\$1,045	\$1,232	\$1,584	\$1,837	\$2,112	\$2,388	\$2,663
70119	\$924	\$1,100	\$1,287	\$1,661	\$1,914	\$2,201	\$2,488	\$2,775
70124	\$1,210	\$1,419	\$1,672	\$2,156	\$2,497	\$2,871	\$3,246	\$3,620
70125	\$968	\$1,144	\$1,342	\$1,727	\$2,002	\$2,302	\$2,602	\$2,902
70130	\$1,243	\$1,474	\$1,727	\$2,222	\$2,574	\$2,960	\$3,346	\$3,732
All Other Zip Codes	\$864	\$1,019	\$1,197	\$1,544	\$1,785	\$2,052	\$2,319	\$2,588

**Effective January 1, 2022**

Please note that the actual amount of rent paid will be based upon unassisted rents in the New Orleans Metropolitan area as well as the tenant's income. The Payment Standards reflect the maximum payments that HANO can make on behalf of participant, including both the contract rent and the tenant's utility allowance. These amounts are not a guaranteed rental rate.

## How HANO Determines the Maximum Rent for an Assisted Unit

In order to determine the maximum rent for an assisted unit, HANO has to consider both what is affordable for the family and what rents are reasonable for other similar unassisted units located in the area as the assisted unit.

HANO first determines what the maximum contract rent it can pay on behalf of a family that is still affordable to that family. HUD requires that upon move in to a new HCVP unit, the family share cannot be more than 40 percent of their adjusted monthly income. If the family's Total Tenant Portion is 40 percent or greater of the family's adjusted monthly income, the Maximum Gross Rent cannot exceed the Payment Standard. If the family's Total Tenant Portion is less than 40 percent of the family's adjusted monthly income, HANO will use the following method to calculate the maximum contract rent:

$$\begin{array}{r} \text{Payment Standard} \\ - \text{Total Tenant Payment} \\ \hline \text{Maximum Subsidy} \\ + \text{40\% of Monthly Adjusted Income} \\ \hline \text{Maximum Gross Rent} \\ - \text{Utility Allowance} \\ \hline \text{Maximum Contract Rent} \end{array}$$

The Utility Allowance is calculated using HANO's published Utility Allowance schedules. An allowance is allotted to a family based off of what utilities and/or appliances the tenant pays for or is responsible for providing. The Utility Allowances can be found on HANO's website at the following link: <http://www.hano.org/landlords/HANOUtilityAllowance2021.pdf>.

HANO also has to determine whether or not the rent that the property owner requests is reasonable based off of the rental market. HANO compares the proposed rent to the rent of other similar unassisted rental units in the same neighborhood. These unassisted units do not have HCVP assistance or other government subsidies that help pay for the rent. HANO cannot approve a rent that is higher than the reasonable rent.

## How HANO Determines the Final Tenant Portion

While the total amount that you contribute towards rent and utilities cannot exceed 40 percent of your monthly adjusted income, the total amount that you pay to the owner for your tenant portion of rent depends on the gross rent for the unit. The gross rent is calculated by adding the Utility Allowance for your unit to the approved contract rent for your unit.

To calculate your final tenant portion HANO first calculates the Housing Assistance Payment (HAP) that the agency will make to the owner by taking the lower of the following:

$$\begin{array}{r} \text{Payment Standard} - \text{TTP} \\ \text{OR} \\ \text{Gross Rent} - \text{TTP} \end{array}$$

Once HANO gets this result, it is used to calculate your tenant portion as seen below:

$$\begin{array}{r} \text{Contract Rent} \\ - \text{HAP} \\ \hline \text{Tenant Portion} \end{array}$$

This tenant portion is what you pay directly to the owner of your assisted unit every month. If this amount is negative, that means that you will receive a Utility Allowance Payment from HANO, which can be used to help pay your utilities

### **Where can a Family Lease a Unit?**

An applicant family who is issued a HCVP voucher and lived in HANO's jurisdiction at the time that the family applied to HANO's waiting list, the family can move anywhere in the United States. For an applicant family who did not live in HANO's jurisdiction at the time that the family applied to HANO's waiting list, that family must initially lease a unit in HANO's jurisdiction for the first twelve months of their assistance on the HCV Program. Moves outside of HANO's jurisdiction are done through the portability process.

### **How does Portability Work?**

Portability is the process of using a family's HCVP voucher to lease a unit in the jurisdiction of another housing authority. This allows the family to move anywhere in the United States. The first housing authority is called the initial public housing authority (PHA) and the second is called the receiving PHA.

For a family to port to another jurisdiction, the initial PHA must issue the family a voucher to move and send the family's voucher and vital information to the receiving PHA. The receiving PHA then issues the family a voucher in its jurisdiction to search for a unit in this new location. The receiving PHA must issue the family a voucher that has an expiration date of at least thirty (30) days from the expiration date of the initial PHA. The receiving PHA must also suspend the time on the voucher once a family has submitted a RFTA to the receiving PHA. The time that it takes for the receiving PHA to process the family's RFTA must not count against the family's search time.

When a family ports to another jurisdiction, the policies of the receiving PHA apply. This means that the family could be issued a different voucher size from what they received from the initial PHA, which may be smaller. The receiving PHA must also use its payment standards, so the family may not be able to afford the same price unit as they would in the initial PHA's jurisdiction. If the receiving PHA has higher payment standards, however, the family might be able to afford a higher rent unit in the receiving PHA's jurisdiction. It is important to know the policies and procedures of the receiving PHA when determining whether or not to port to another jurisdiction.

### **What Information will HANO provide to a Prospective Owner?**

HANO must provide prospective owners with the family's current and prior address, as shown in HANO's records, as well as the name and address, if known, of the owner at the family's current and prior addresses. This must be provided by HANO to the prospective owner no later than at the time of the initial HQS inspection.

### **The Advantages of Areas with Low Concentration of Poverty**

Studies have shown that moving to areas with a low concentration of poverty can improve outcomes for families. One analysis<sup>1</sup> of HUD's Moving to Opportunity program showed that families who lived in lower poverty level neighborhoods showed increased health, increased earnings, and improvements in children's math and English test scores. To provide information regarding areas low concentration of poverty, as well

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<sup>1</sup> Turner, Margery Austin, Jennifer Comey, Daniel Kuehn, and Austin Nichols with Kaitlin Franks and David Price. 2012. *Benefits of Living in High Opportunity Neighborhoods: Insights from the Moving to Opportunity Demonstration*. Washington, DC: The Urban Institute.

as minority households, HANO has created maps of New Orleans and its surrounding parishes. These maps can be found at <http://www.hano.org/Tenants/Maps>.

## **List of Landlords**

HANO maintains the Housing Choice Connect website for owners who have available rental property and are willing to accept HCVP vouchers. This list of available units can be accessed at <http://www.hano.org/HousingChoiceConnect/>. Other sites that may be useful in your housing search are <http://www.lahousingsearch.com> and <http://www.affordablehousing.com>.

If your family includes a person with a disability, you may request a current listing of accessible units known to HANO. These units may also be accessed through HANO's Housing Choice Connect site.

## **After You Move In**

### Your Lease and Voucher Requirements

You must comply with the terms of your lease and HANO's family obligations during your participation in the HCV Program. If you fail to comply with the terms of your lease or HANO's family obligations, you may lose your voucher assistance.

### Annual Recertification

You will be required to recertify your family income and household composition every year with HANO. Once a year, you will receive an appointment letter from HANO to attend your annual recertification appointment where you will provide information for each family member. All family members over 18 years of age will be required to attend the appointment. If you are elderly or disabled, you may receive a recertification packet in the mail to complete and return to HANO. Failure to recertify may result in the loss of your voucher assistance. Your recertification date will be based off of the anniversary date of your lease.

### Inspections

HANO will perform regularly scheduled inspections of your assisted unit, either every year or every other year. You will receive an appointment letter informing you of this inspection. You are responsible for ensuring that the inspector has access to your unit. Either you or another adult over age 18 with proper ID must be present during the inspection.

You can also request special inspections between your regularly scheduled inspections. You should first alert the owner of your assisted unit to any damage to the unit and allow them the opportunity to make the necessary repairs within a reasonable timeframe. If the owner fails to make these repairs, you can contact HANO to come out to your unit to perform a special inspection. If the owner fails to make any required repairs within a HANO established timeframe, HANO may take action against the owner, i.e. stopping payments, terminating the contract, etc.

### Moving to Another Unit

Generally, you may move with continued assistance with your Housing Choice Voucher after the initial year term of your lease is up. In order to move with your voucher, you must give proper notice to both your landlord and HANO. This notice must be in writing and must comply with the terms of your lease. Generally, at least a 30 day notice is required; however, it can be helpful to consider providing a notice with a longer timeframe to allow additional time to locate a new home and for completion of inspections and contract signing. Once you have provided proper notice to your owner and HANO, HANO will issue you

a voucher and a Leasing Packet to look for a new unit. If you move without providing proper notice to both your owner and HANO, you may lose your housing assistance.

#### *Restrictions on Moves*

HANO will deny a family permission to make an elective move in the following circumstances:

- That you are in the initial term of your lease;
- That you are trying to make more than one move during any 12-month period;
- If HANO does not have sufficient funding.

#### *Exceptions to Restrictions on Moves*

HANO will allow exceptions to its policies on restricting elective moves in the following cases:

- As a reasonable accommodation for a family member who is a person with disabilities;
- If the assisted unit has failed inspection two times in a row and payments have been abated;
- If HANO terminates the HAP contract for the unit due to an owner breach of contract;
- If a member of the assisted family is a victim of domestic violence, dating violence, stalking, or sexual assault as defined in the Violence Against Women Act;
- If HANO determines that the unit does not meet the minimum space standards of no more than two people per each bedroom/sleeping room.

## **Termination**

As a participant in the Housing Choice Voucher Program you have the responsibility to follow the rules and requirements of the program. Your assistance and tenancy may be terminated because of your actions or your failure to act. HANO's will try to work with you to prevent termination whenever possible. You will have an opportunity to seek legal counsel at any point during the termination process.

### Termination by HANO

In determining whether to terminate your assistance, HANO has the discretion to consider the circumstances in your particular case. As a condition of continued assistance, HANO may prohibit family members who participated in or were responsible for the action or failure to act from living in the unit. HANO will also consider whether the violation was the direct result of a family member being a victim of domestic violence, dating violence, stalking, or sexual assault to ensure VAWA protections are provided to the assisted family. Criminal violations related to the HCV Program may be referred to the appropriate local, state, or federal entity.

HANO will send you a proposed termination letter if:

- 180 days have elapsed since HANO's last HAP payment was made because your portion of the rent equals the contract rent (this is commonly referred to as "zero HAP");
- Any family member has ever been convicted of manufacturing or producing methamphetamine on the premises of federally-assisted housing;
- Any family member is subject to a lifetime registration requirement under a state sex offender registration program;
- Any family member fails to sign and submit consent forms for obtaining information that HUD requires;
- No member of your family is either a U.S. citizen or eligible immigrant. Your assistance will not be terminated while verification of immigration status is pending;
- If a family is adding a new family member under the age of six and fails to provide verification of that family member's Social Security Number within 90 calendar days, or within a 90 calendar day extension provided at HANO's discretion;

- Your family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease; or
- The family has been absent from the assisted unit for a period of more than 90 consecutive calendar days.
- If a victim of domestic violence, dating violence, sexual assault, or stalking informs HANO that a family member in their assisted household is the perpetrator of the violence, assault, or stalking and the victim wishes to retain assistance, HANO will pursue termination of the perpetrator.

HANO may send you a proposed termination letter if:

- Any family member is currently engaging in illegal drug use;
- There is reasonable cause to believe that a family member's alcohol or illegal drug use or a pattern of alcohol or illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Any family member engages in threatening, abusive or violent behavior toward HANO personnel;
- The family has failed to comply with any family obligations under the program;
- Any family member has been evicted from federally-assisted housing in the last three years;
- Any housing authority has ever terminated assistance under the program for any member of the family;
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- The family currently owes rent or other amounts to any public housing agency in connection with the HCV, Certificate, Moderate Rehabilitation, or public housing programs;
- The family has not reimbursed any Public Housing Agency for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- The family has breached the terms of a repayment agreement entered into with HANO; or
- The family missed two scheduled appointments or deadlines without good cause.

### Notice of Termination

HANO will provide a written notice of its intent to terminate your assistance. The notice will include:

- The program requirement that was violated;
- The effective date of the termination;
- The family's right to request an informal hearing;
- The date by which the request for informal hearing must be received; and
- The family's right to seek legal counsel

### Termination by Owner

The owner may terminate your tenancy in accordance with the lease and HUD requirements. The owner must go to court to evict you.

Here is a list of things a landlord may try to evict you for:

- Non-payment of your tenant share of rent;
- Non-payment of security deposit;
- Non-payment of utilities, if you are responsible;
- Violations of the lease;
- Disturbance of neighbors;
- Destruction of property;
- Living or housekeeping habits that cause damage to the unit or premises;
- Violations of federal, state, or local law regarding your obligations for occupancy or use of the unit;

- Criminal activity or alcohol abuse; and
- Other good cause.

If you receive an eviction notice, give a copy of this notice to your Housing Specialist. If you would like legal assistance, contact Southeast Louisiana Legal Services at (504) 529-1000.

### Appeals and Hearings

If you are a program participant or applicant you may appeal a HANO decision affecting your continued participation or the amount of your assistance. If you have been notified that your assistance has been denied or that you face termination of your subsidy, you can appeal this decision.

### Informal Hearing

The purpose of the informal hearing is to consider whether HANO's decisions related to the family's circumstances are in accordance with the law, HUD regulations and HANO policies. HANO will not terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed.

You may request an informal hearing if you do not agree with a HANO determination regarding:

- Annual or adjusted income, and the use of such income to compute the housing assistance payment;
- Utility allowance (if any) for tenant-paid utilities from the HANO Utility Allowance schedule;
- Unit size under the HANO's subsidy standards;
- A denial of your request for a reasonable accommodation;
- Termination of assistance for any reason;
- Termination of your Family Self Sufficiency contract or for HANO withholding supportive services.

### Informal Hearing Procedures

A participant must submit a written request for an informal hearing to HANO within 10 business days from the date of HANO's letter of determination sent to the participant.

Upon receipt of the written request, a hearing will be scheduled within 30 days. A notice will be sent and will include the date, time, hearing instructions, and location of the hearing.

An individual appointed by HANO will conduct your informal hearing. The hearing officer is an impartial individual who is neither the person who made or approved the decision under review or a subordinate of this person.

The written decision will either uphold HANO's proposed termination of your assistance or reverse it. HANO will mail you the written decision within 10 business days. The decision will include a summary of, and the reason for, and the effective date of the decision.

You have a right to legal counsel or other representation at your own expense. Free legal assistance may be available from Southeast La Legal Services at (504) 529-1000.

## **HANO and HUD Documents**

**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.
  - 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).
      - (d) 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

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.

# 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)		
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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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9. Structure Type <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		
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### 11. 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"/> 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)		
		Provided by
Refrigerator		
Range/Microwave		

Previous editions are obsolete

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.

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)

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# A Good Place to Live!

## Introduction

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

## Housing Quality Standards

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

Things that a home must have in order approved by the PHA, and Additional things that you should think about for the special needs of your own family. These are items that you can decide.

## The Section 8 Certificate Program and Housing Voucher Program

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

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

## The Requirements

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

# 1. Living Room

**The Living Room must have:**

## Ceiling

A ceiling that is in good condition.

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

## Walls

Walls that are in good condition.

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

## Electricity

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

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

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

## Floor

A floor that is in good condition.

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

## Window

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

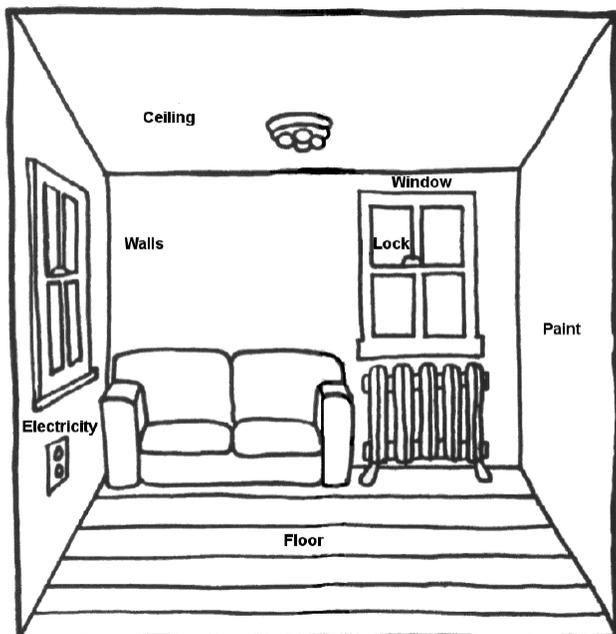
- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

## Lock

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

## Paint

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



**You should also think about:**

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

# 2. Kitchen

## The Kitchen must have:

### Ceiling

A ceiling that is in good condition.

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

### Storage

Some space to store food.

### Electricity

At least one electric outlet and one permanent light fixture.

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

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

### Stove and Oven

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

### Floor

A floor that is in good condition.

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

### Preparation Area

Some space to prepare food.

### Paint

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

### Window

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

### Lock

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

### Walls

Walls that are in good condition.

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

### Serving Area

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

### Refrigerator

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

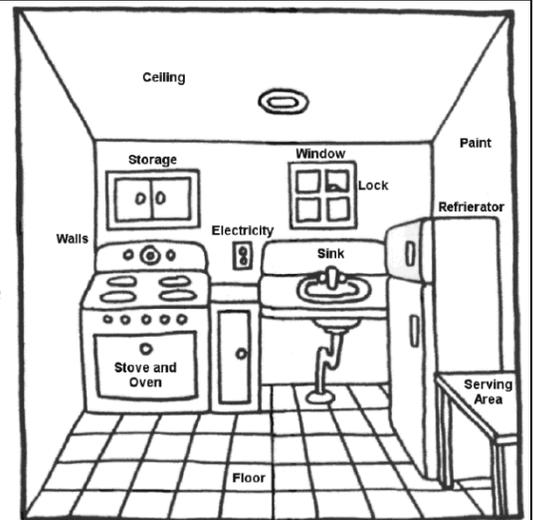
### Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

### You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.



# 3. Bathroom

## The Bathroom must have:

### Ceiling

A ceiling that is in good condition.

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

### Window

A window that opens or a working exhaust fan.

### Lock

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

### Toilet

A flush toilet that works.

### Tub or Shower

A tub or shower with hot and cold running water.

### Floor

A floor that is in good condition.

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

### Paint

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

### Walls

Walls that are in good condition.

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

### Electricity

At least one permanent overhead or wall light fixture.

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

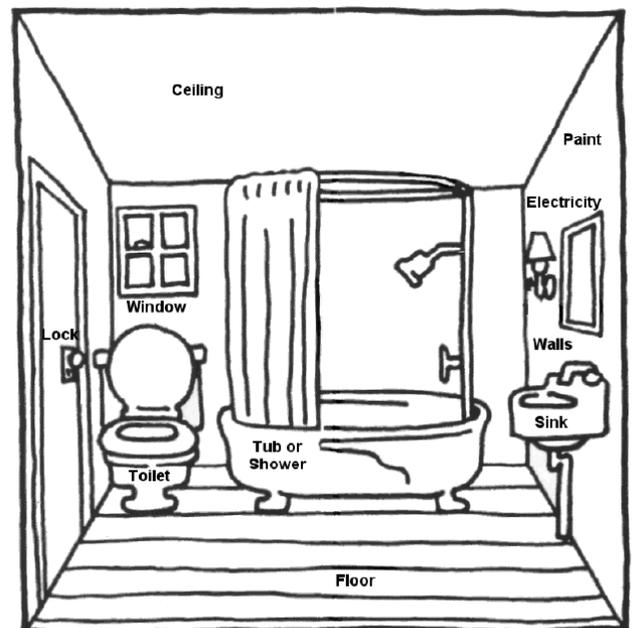
### Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

### You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



# 4. Other Rooms

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

## Other Rooms Used for Living must have:

### Ceiling

A ceiling that is in good condition.

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

### Walls

Walls that are in good condition.

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

### Paint

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

### Electricity in Bedrooms

Same requirement as for living room.

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

### Floor

A floor that is in good condition.

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

### Lock

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

### Window

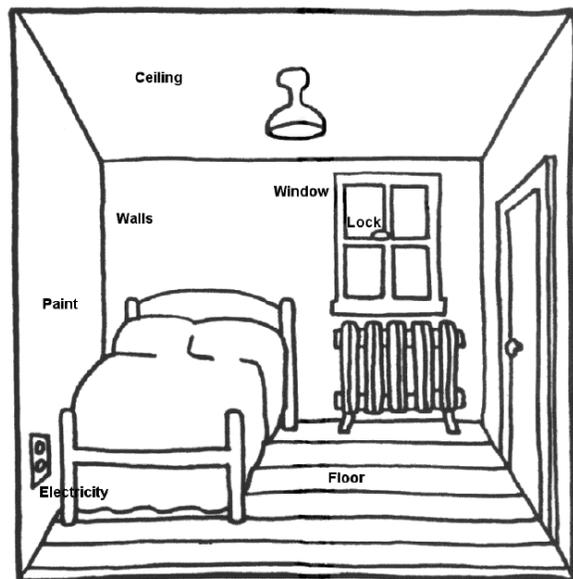
At least one window, which must be openable if it was designed to be opened, in every room used for sleeping. Every window must be in good condition.

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

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

### You should also think about:

- What you would like to do with the other rooms.  
-- Can you use them the way you want to?
- The type of locks on windows and doors.  
-- Are they safe and secure?  
-- Have windows that you might like to open been nailed shut?
- The condition of the windows.  
-- Are there small cracks in the panes?
- The amount of weatherization windows.  
-- Are there storm windows?  
-- Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper  
-- Are they worn, faded, or dirty?
- The condition of the floors.  
-- Are they scratched and worn?



# 5. Building Exterior, Plumbing, and Heating

The Building must have:

## Roof

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

## Outside Handrails

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

## Walls

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

## Foundation

A foundation in good condition that has no serious leaks.

## Water Supply

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

## Sewage

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

## Chimneys

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

## Paint

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

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

## Cooling

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

## Plumbing

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

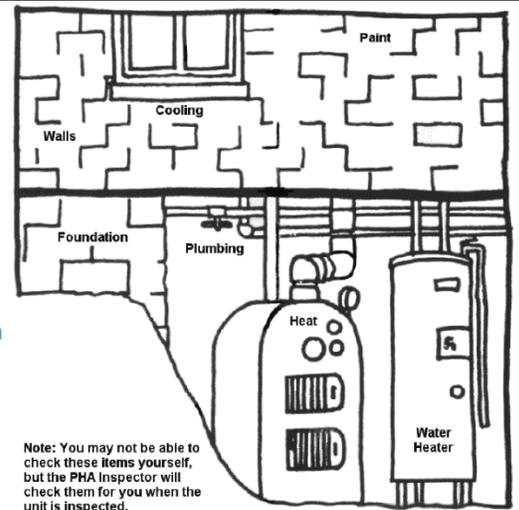
## Water Heater

A water heater located, equipped, and installed in a safe manner. Ask the manager.

## Heat

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

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.



You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.  
-- Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.  
-- Is there insulation?  
-- Are there storm windows?  
-- Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).  
-- Will the unit be cool enough for you in the summer?

# 6. Health and Safety

The Building and Site must have:

## Smoke Detectors

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

## Fire Exits

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

## Elevators

Make sure the elevators are safe and work properly.

## Entrance

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

## Neighborhood

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

## Garbage

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

## Lights

Lights that work in all common hallways and interior stairs.

## Stairs and Hallways

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

## Pollution

No serious air pollution, such as exhaust fumes or sewer gas.

## Rodents and Vermin

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

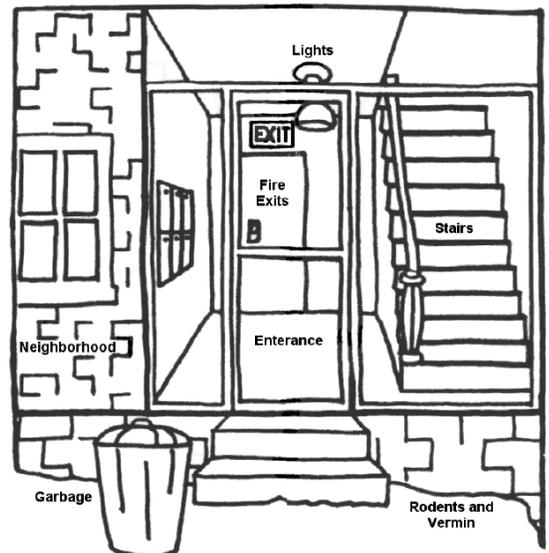
## For Manufactured Homes: Tie Downs

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.  
--Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.  
--Are there stores nearby?  
--Are there schools nearby?  
--Are there hospitals nearby?  
--Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).

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



Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

**Responsibilities of the Public Housing Authority:**

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

**Responsibilities of the tenant:**

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

**Responsibilities of the owner:**

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

## 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).



# Protect Your Family From Lead in Your Home



March 2021

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

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

### Read this entire brochure to learn:

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

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

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

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

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



## 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](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

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

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

### HUD

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

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

EPA-747-K-12-001  
March 2021

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

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

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

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)  
Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

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

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

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

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

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

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

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

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

## 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](http://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.

## 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](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call 1-800-424-LEAD (5323).

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

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

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- 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.

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

## 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

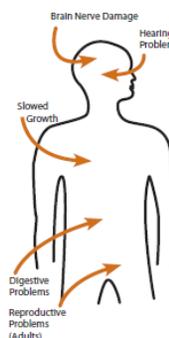
**Your doctor can explain what the test results mean and if more testing will be needed.**

## 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

## Other Sources of Lead

### Lead in Drinking Water

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

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

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

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

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

### Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

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

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

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



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

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

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

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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.

## Where Lead-Based Paint Is Found

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

**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.<sup>2</sup>

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](http://epa.gov/lead).

<sup>1</sup> "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 ( $\text{mg}/\text{cm}^2$ ), or more than 0.5% by weight.

<sup>2</sup> "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.

## 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:

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

**Abatement is designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-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 contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

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



## 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](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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

## 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.



## 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.

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

**For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont:**  
**BOSTON REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
Thomas P. O'Neill Jr. Federal Building  
10 Causeway Street, Room 321  
Boston, MA 02222-1062  
Telephone (617) 994-8300 or 1-800-827-5005  
Fax (617) 565-7313 • TTY (617) 565-5453  
E-mail: Complaints\_office\_01@hud.gov

**For New Jersey, New York, and the Caribbean:**  
**NEW YORK REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
28 Federal Plaza, Room 3532  
New York, NY 10278-0088  
Telephone (212) 542-7519 or 1-800-496-4204  
Fax (212) 264-0829 • TTY (212) 264-0627  
E-mail: Complaints\_office\_02@hud.gov

**For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia:**  
**PHILADELPHIA REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-9344  
Telephone (215) 861-7646 or 1-888-769-2085  
Fax (215) 866-3446 • TTY (215) 866-3450  
E-mail: Complaints\_office\_03@hud.gov

**For Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:**  
**ATLANTA REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street, 16th Floor  
Atlanta, GA 30303-2809  
Telephone (404) 331-6140 or 1-800-440-8001 x2493  
Fax (404) 331-1021 • TTY (404) 730-2654  
E-mail: Complaints\_office\_04@hud.gov

**For Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin:**  
**CHICAGO REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard, Room 2101  
Chicago, IL 60604-3507  
Telephone 1-800-765-9372  
Fax (312) 886-2837 • TTY (312) 353-7143  
E-mail: Complaints\_office\_05@hud.gov



To file electronically, visit: [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) • Hotline: 1-800-669-9777

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:**  
**FORT WORTH REGIONAL OFFICE**  
Fair Housing Office  
U.S. Dept. of Housing and Urban Development  
801 Cherry Street  
Suite 2500, Unit 445  
Fort Worth, TX 76102-6803  
Telephone (817) 978-5900 or 1-888-560-8913  
Fax (817) 978-5876/5851 • TTY (817) 978-5556  
E-mail: Complaints\_office\_06@hud.gov

**For Iowa, Kansas, Missouri and Nebraska:**  
**KANSAS CITY REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
Gateway Tower II  
400 State Avenue, Room 200, 4th Floor  
Kansas City, KS 66101-2406  
Telephone (913) 551-6958 or 1-800-743-5323  
Fax (913) 551-6856 • TTY (913) 551-6972  
E-mail: Complaints\_office\_07@hud.gov

**For Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming:**  
**DENVER REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
1670 Broadway  
Denver, CO 80202-4801  
Telephone (303) 672-5437 or 1-800-877-7353  
Fax (303) 672-5026 • TTY (303) 672-5248  
E-mail: Complaints\_office\_08@hud.gov

**For Arizona, California, Hawaii, and Nevada:**  
**SAN FRANCISCO REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
600 Harrison Street, Third Floor  
San Francisco, CA 94107-1387  
Telephone 1-800-347-3730  
Fax (415) 489-8558 • TTY (415) 489-8554  
E-mail: Complaints\_office\_09@hud.gov

**For Alaska, Idaho, Oregon, and Washington:**  
**SEATTLE REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Room 205  
Seattle, WA 98104-1000  
Telephone (206) 220-5170 or 1-800-977-0246  
Fax (206) 220-5447 • TTY (206) 220-5155  
E-mail: Complaints\_office\_10@hud.gov

*If after contacting the local office nearest you, you still have questions – you may contact HUD further at:*  
U.S. Dept. of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 7th Street, S.W., Room 5204  
Washington, DC 20410-2000  
Telephone 1-800-669-9777  
Fax (202) 708-1425 • TTY 1-800-927-9275

**Are You a Victim of  
HOUSING  
DISCRIMINATION?**

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

**FAIR HOUSING is Your Right!**

U.S. Department of Housing and Urban Development

**Are You A Victim Of HOUSING DISCRIMINATION?**

*The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach. Under our Fair Housing laws, every person is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability.*

**How Do You Recognize HOUSING DISCRIMINATION?**

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

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or attempting to exercise his/her fair housing rights

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

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Disability

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

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

Keep this information for your records.

Date you mailed your information to HUD: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Address to which you sent the information: \_\_\_\_\_

Office \_\_\_\_\_ Telephone \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

# HOUSING DISCRIMINATION INFORMATION

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

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

Your Name \_\_\_\_\_  
Your Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Best time to call \_\_\_\_\_ Your Daytime Phone No. \_\_\_\_\_ Evening Phone No. \_\_\_\_\_

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

Contacts Name \_\_\_\_\_ Best Time to call \_\_\_\_\_  
Daytime Phone No. \_\_\_\_\_ Evening Phone No. \_\_\_\_\_  
Contacts Name \_\_\_\_\_ Best Time to call \_\_\_\_\_  
Daytime Phone No. \_\_\_\_\_ Evening Phone No. \_\_\_\_\_

## 1) What happened to you?

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

State briefly what happened.

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

Is it because of your:  
- race - color - religion - sex - national origin - familial status (families with children under 18) - disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?  
Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

## 3) Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?  
Identify who you believe discriminated against you.

Name \_\_\_\_\_  
Address \_\_\_\_\_

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

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

Did it occur at a bank or other lending institution?  
Provide the address.

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

Enter the date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Is the alleged discrimination continuing or ongoing? Yes \_\_\_\_\_ No \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Form HUD-903.1 (2011)

OMB Approval No. 2529-0011 (exp. 03/31/2014)

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

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

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

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

Disclosure of this information is voluntary.



MAIL TO:

PLACE  
POSTAGE  
HERE



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



**RHIP**

RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

## *What You Should Know About EIV*

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

### What is EIV?

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

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

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

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

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

### What is the EIV information used for?

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

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

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

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

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

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

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

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

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

### What are my responsibilities?

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

February 2010

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

### What are the penalties for providing false information?

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

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

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

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

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

### What do I do if the EIV information is incorrect?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Date





## **APPLYING FOR HUD HOUSING ASSISTANCE?**

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

### **Do You Realize...**

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

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

### **Do You Know...**

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

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

### **So Be Careful!**

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

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

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

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

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

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

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

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

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

### Ask Questions

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

### Watch Out for Housing Assistance Scams!

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

### Report Fraud

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



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



## **HOUSING CHOICE VOUCHER PROGRAM FAMILY OBLIGATIONS**

The family must follow the rules listed below in order to continue participating in the Section 8 Housing Choice Voucher Program (HCVP). If anyone living in the assisted unit violates any of these obligations, then the family may be terminated from the program.

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### **FAMILY RESPONSIBILITIES**

#### **The family must:**

- Supply any information that HANO or HUD determines to be necessary, including evidence of citizenship or eligible immigration status, and information for use in regularly scheduled reexaminations or interim reexaminations of family income and composition.
- Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Supply truthful and complete information.
- Allow HANO to inspect the unit at reasonable times and after reasonable notice.
- Notify HANO and the owner in writing before moving out of the unit or terminating the lease. Notice to move requirements are specified in your lease.
- Promptly give HANO a copy of any owner eviction notice.
- Use the assisted unit for residence by the family. The unit must be the family's only residence.
- Receive approval of the family composition from HANO. Promptly notify HANO in writing of any additions to the family composition as a result of birth, adoption, or court-awarded custody of a child. Request approval from HANO in writing to add any other family member as an occupant of the unit. Only allow members of the assisted family to reside in the unit (except for a foster child, foster adult, or live-in aide).
- Promptly notify HANO in writing if any family member no longer lives in the unit.
- Notify HANO in writing when the family will be temporarily or permanently absent from the unit, within 10 business days of the start of such absence, and obtain approval from HANO.
- Pay for utilities that the family is responsible for under the lease and supply and maintain any appliance that the family is required to provide under the lease.

#### **The family must not:**

- Commit any serious or repeated violation of the lease.
- Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- Engage in profit making activities in the unit. Unless such activities are legal and incidental to the primary use of the unit as a residence by the family.
- Sublease, let or transfer the unit or assign the lease.
- Own or have any interest in the unit (other than in a cooperative or the owner of a manufactured home leasing a manufactured homes space).
- Receive HCV program assistance while residing in a unit owned by a parent, grandparent, grandchild, sister, or brother of any member of the family, unless HANO has determined (and has notified the owner and family of such determination) that approving rental of the unit would provide reasonable accommodation for a family member who is a person with disabilities.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

- Engage in drug-related criminal activity, violent criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents or persons residing in the immediate vicinity of the premises.
- Engage in, threatened abusive or violent behavior towards HANO personnel. Including but not limited to gestures, physical, verbal, or written.
- Engage in alcohol abuse in a way that threatens the health, safety, or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
- Receive another housing subsidy for the same unit or for a different unit under any other federal, state, or local housing assistance program.

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## INTERIM REPORTING REQUIREMENTS

In addition to the above family obligations, families are required to adhere to the interim reporting requirements. The following circumstances require families to report changes between annual reexaminations to HANO. The change must be reported within 10 business days from the date of the change.

- **Zero Income/Financial Hardship/Receiving Utility Allowance Payment/Paying Minimum Rent:**
  - Families and/or individuals who report zero income, have an approved financial hardship exemption from minimum rent, pay the minimum rent, or receive a Utility Allowance Payment (UAP) must report monetary and/or non-monetary changes in income or benefits between annual reexaminations.
- **Interim Rent Reduction:**
  - If the family or an individual experiences a rent reduction between annual reexaminations, then family or individual is required to report the next increase in income/benefits. If the family or individual experiences another increase in income/benefits before the next annual reexamination, then the family does not have to report the increase until the next annual reexamination. The exception to this rule is if any zero income family member experiences an increase in income, then the change must be reported within 10 business days.
    - For Example: A family has an annual reexamination effective date of June 1, 2019. The family reports a loss of income on October 1, 2019. One of the family members gets a new job on December 2, 2019. The family is required to report the new income within 10 business days no later than December 16, 2019. In February 2020, another family member has an increase in hours resulting in an increase in pay. The family is not required to report that increase until their next annual reexamination in June 2020.
- **Changes in Household Composition:**
  - Families must report all changes in household composition within 10 business days of the start of the change. Changes include the addition and removal of household members.

*If you have any questions/concerns regarding your family obligations including your interim reporting requirements, please speak with your Housing Specialist.*

**I hereby certify that I understand the Family Obligations including the interim reporting requirements of HANO's Section 8 Housing Choice Voucher Program and that a violation of any of these obligations may result in termination of my assistance on the program.**

Signature of Head of Household	Date
Signature of Co-Head/Spouse	Date



## REQUEST FOR REASONABLE ACCOMMODATION

I, \_\_\_\_\_, hereby request that the Housing Authority of New Orleans (HANO), provide me with a reasonable accommodation. A *reasonable accommodation* is defined as an adjustment to a rule, policy, and or procedure that will allow an otherwise eligible client with a disability and equal opportunity to experience the full use and benefit of HANO's programs and services.

This form is intended for use by clients of HANO to request a reasonable adjustment in a rule, policy, or procedure because of their disability or a family member's disability.

This form may be completed by the client with the disability or by their designee if they cannot complete it as a direct result of his/her disability. If the individual is a minor, the authorized adult household member can complete the form. If the client is unable to complete this form and does not have a designee, a member of the HANO Voucher Program staff may complete the form.

If the individual needing the accommodation is not the Head of Household, please provide their name and relationship to the Head of Household below:

Name: \_\_\_\_\_ Relationship to Head: \_\_\_\_\_

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### Reasonable Accommodation Request

I am requesting the following change as a result of a disability: *(Please check one)*

Method of communication between HANO and individual needing the adjustment *(Please state communication method needed)*

Adjustment to rules, policies, and or procedures. Please specify. For example: *Recertification through the mail due to being paralyzed.*

Live-in Aide. *Note: Live-in aide must be essential to the care of the client who is requesting the live-in aide. If aide is for household member other than the Head of household, please provide their information below:*

*Note: DO NOT PUT LIVE-IN AIDE'S INFORMATION HERE*

Legal Name: \_\_\_\_\_  
Last First Middle Initial Social Security Number

Race \_\_\_\_\_ Sex \_\_\_\_\_ Date of Birth \_\_\_\_\_

Other accommodation not listed above. Specify the accommodation needed:

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



The Housing Authority of New Orleans is a proud proponent of equal housing opportunity. The Housing Authority of New Orleans offers equal opportunity to all persons to live in available housing facilities regardless of race, sex, color, religion, national origin, familial status, sexual orientation, age, marital status, or gender identity or expression, and, to that end, to prohibit discrimination in housing by any person.

Rev. 05/16

**Knowledgeable Third Party Information**

HANO may verify the disability (not the nature or severity), and the need for this request by contacting the knowledgeable third party below:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

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**Requestor Certification**

I understand that I or any other member of my household needing the accommodation must qualify as disabled under federal law, which will be verified by a knowledgeable third party, in accordance with Federal Regulations. I understand that the information obtained will be kept completely confidential and used solely to determine if the requested accommodation is reasonable and will be granted. I understand that the knowledgeable third party named above will be contacted for verification and or clarification of information that has been provided.

\_\_\_\_\_  
Requestor's Signature Date

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**Requestor's Representative or HANO Staff (if applicable)**

If this form has been completed by a representative of the person for whom the accommodation or modification is being requested, or by a HANO staff person, please complete the information below:

\_\_\_\_\_  
Requestor's Name or HANO Staff Person's Name Relationship to Individual: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone No: \_\_\_\_\_ Alternate Phone No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WARNING: Section 1001 of Title 18 of the U. S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department of Agency of the United States as to any matter within its jurisdiction.

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**Approving Staff Use Only**

HANO reviewed and verified the request for a Reasonable Accommodation and approved the following accommodation:

- |   |  |
|---|--|
| <input type="checkbox"/> Live-in Aide           | <input type="checkbox"/> Additional search time on voucher |
| <input type="checkbox"/> Extra/separate bedroom | <input type="checkbox"/> Reissuance of voucher             |
| <input type="checkbox"/> Request to move        |  |

Other: \_\_\_\_\_

HANO reviewed the request for a Reasonable Accommodation. HANO has denied the request for the following reason:

- |  |
|--|
| <input type="checkbox"/> Third party did not respond to HANO's request for verification.           |
| <input type="checkbox"/> Third party did not substantiate the need for a reasonable accommodation. |
| <input type="checkbox"/> Other: _____  |

\_\_\_\_\_  
Approver's Signature Date