



**Cincinnati Metropolitan Housing Authority**

**Housing Choice Voucher Program**

# **Initial Briefing Packet**



**April 2025**

## Cincinnati Metropolitan Housing Authority

### Initial Briefing Packet

#### Introduction

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

More detailed information can be found in the Housing Choice Voucher Administrative Plan at [www.cintimha.com](http://www.cintimha.com)



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## How the Program Works

The Housing Choice Voucher Program is the federal government's major program for assisting very low-income families, the elderly, and disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants can find their own housing, including single-family homes, townhouses and apartments.

The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Housing Choice vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

A family that is issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety, as determined by the PHA.

A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program. Under certain circumstances, if authorized by the PHA, a family may use its voucher to purchase a modest home.

## Housing Vouchers – How Do They Function?

The housing choice voucher program places the choice of housing in the hands of the individual family. A very low-income family is selected by the PHA to participate is encouraged to consider several housing choices to secure the best housing for the family needs. A housing voucher holder is advised of the unit size for which it is eligible based on family size and composition.

The housing unit selected by the family must meet an acceptable level of health and safety before the PHA can approve the unit. When the voucher holder finds a unit that it wishes to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the rent requested is reasonable.

HUD determines the SAFMR that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market, and that is used to calculate the amount of housing assistance a family will receive. The PHA establishes the payment standards using the SAFMRs. However, the SAFMR does not limit and does not affect the amount of rent a landlord may charge to the family may pay. A family which receives a housing voucher can select a unit with a rent that is below or above the SAFMR. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities. If the unit rent is greater than the SAFMR amount, the landlord has the ability to accept the lower rent but if the landlord does not accept the lower rent, the RTA will be canceled. By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.

## Subsidy Standards

CMHA must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. This part presents the policies that will be used to determine the family unit size (also known as the voucher size) a particular family should receive, and the policies that govern making exceptions to those standards. The PHA must also establish policies related to the issuance of the voucher, to the voucher term, and to any extensions of the voucher term.

For each family, the PHA determines the appropriate number of bedrooms under the PHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when CMHA determines family unit size:

- The subsidy standards must provide the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards
- The subsidy standards must be applied consistently for all families of like size and composition.
- 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 women (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the PHA to reside in the unit to care for an individual disabled) must be counted in determining the unit size.

CMHA policy. CMHA will assign one bedroom for each two persons within the household, except in the following circumstances:

- Persons of the opposite sex (other than spouse, and children under age 5) will be allocated separate bedrooms.
- Persons of the same sex where the age gap is more than six years apart will receive a separate bedroom
- Live-in aides will be allocated a separate bedroom
- Single person families will be allocated one bedroom.

CMHA will reference the following chart in determining the appropriate voucher size for a family:

Voucher Bedroom Size	Minimum Number of Persons	Maximum Number of Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10
6	8	12

### Exceptions to Subsidy Standards

In determining family unit size for a particular family, the PHA may grant an exception to its established subsidy standards if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to family member's disability, medical or health condition

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one bedroom [24 CFR 982.402(b)(8)]

CMHA will consider granting an exception for any of the reasons specified in the regulation: the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability-related request for accommodation is readily apparent or otherwise known. The family's continued need for an additional bedroom due to special medical equipment must be re-verified at annual recertification.

CMHA will notify the family of its determination within 30 calendar days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

All Reasonable Accommodation requests should be sent to [hcvhelp@cintimha.com](mailto:hcvhelp@cintimha.com) and the 504 coordinator will review and let the family know the decision.

When a family needs a unit with specific features or a unit for another disability-related reason to accommodate a family member with a disability, and the family is unable to find a unit with those features or that otherwise meets the disability-related need within the established payment standard, the family may request an exception to the established payment standard accommodation. CMHA will evaluate each request on a case-by-case basis to ensure a

reasonable accommodation exception payment standard may be necessary, and that there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. An individual is not required to follow any formal procedures or use specific works or terminology. Example, the individual with a disability may discuss a need for an accessible unit or a unit in a specific location.

CMHA will review and approve reasonable accommodations exception payment standards requests up to 120 percent of the SAFMR. CMHA will use the published SAFMR for reasonable accommodation exception payment standards requests in those areas to determine the percentage the reasonable accommodation exception payment standards is in relation to SAFMR. Any request greater than 120 percent of the SAFMR must be reviewed and approved by HUD.

### **Voucher Size and Term**

The voucher is the family's authorization to search for housing. It specifies that unit size for which the family qualifies and includes both the date of voucher issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that the PHA has determined the family to be eligible for the program, and that the PHA expects to have money available to subsidize the family of the family locating an approvable unit. However, the PHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any rights to participate in the PHA's housing choice voucher program [Voucher, form HUD 52646]

A voucher can be issued to an applicant family only after the PHA has determined that the family is eligible for the program based on verification of information received within the 60 days prior to issuance [24 CFR 982.201(e)] and after the family has viewed the online briefing.

The initial voucher term will be 60 calendar days. The family must submit a Request for Tenancy Approval and proposed lease within a 60-day period unless CMHA grants an extension.

Extensions of Voucher Term [24 CFR 982.303(b)]. The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that PHA can approve. Discretionary policies related to extensions and expiration of search time must be described in the PHA's Administrative Plan [24 CFR 982.54]. PHAs must approve additional search time if needed as reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

CMHA Administrative Plan is located at:

<https://cintimha.com/wp-content/uploads/2024/11/rev.-fy-2025-administrative-plan-draft-2.pdf>

### **Voucher Extensions and Suspension**

The PHA must provide for suspension of the initial or any extended term of the voucher from the date the family submits a request for the PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied.



If an applicant family's voucher term or extension expires before CMHA has approved a Tenancy, CMHA will require the family to reapply for assistance. Within 10 business days after the expiration of the voucher term or any extension, CMHA will notify the family in writing that the voucher term has expired and that the family must reapply when the waiting list is open in order to be placed on the waiting list.

CMHA will not approve extensions to the term of the voucher. However, CMHA will approve extensions only in the following circumstances:

- It is necessary reasonable accommodation for a person with a disability
- It is necessary due to reasons beyond the family's control, as determined by CMHA.

The following is a list of extenuating circumstances that CMHA 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 emergencies
- Obstacles due to employment
- Whether the family has already submitted requests for tenancy approval that were not approved by CMHA
- Whether family size or other special circumstances make it difficult to find a suitable unit

Any request for an additional extension must include the reason(s) an additional extension is necessary. CMHA may require the family to provide documentation to support the request or obtain verification from a third party.

All requests for extensions to the voucher term must be made in writing and submitted to [moves@cintimha.com](mailto:moves@cintimha.com) prior to the expiration date of the voucher (or extended term of the voucher).

CMHA will decide whether to approve or deny an extension request within 10 business days of the date the request is received and will immediately provide the family with written notice of its decision.

### **Total Tenant Payment (TTP)**

The total tenant payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. The TTP is calculated using a statutory formula and individual income information. To calculate TTP, annual adjusted income and annual (gross) income must be converted to monthly adjusted income and monthly gross income by dividing the annual figures by 12 months. The TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income;
- The PHA minimum rent, a minimum rent between \$0 and \$50 that is established by CMHA

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar.

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B. The amount that a family pays for rent and utilities (the family share) will 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.

**Example:**

**Calculating Total Tenant Payment**

30% of Monthly Adjusted Income	$\$700 \times .30 = \$210$
10% of Monthly Gross Income:	$\$740 \times .10 = \$74$
Welfare Rent	N/A
PHA Minimum Rent	\$25

Total Tenant Payment (TTP)                      \$210

The participant will never pay less than the TTP (\$210) regardless of the unit selected.

**Utility Reimbursement [24 CFR 982.514(b); 982.514(c)]**

When the PHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider. CMHA will make utility reimbursements directly to the utility provider.

The PHA may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is \$15.00 or less. Reimbursements must be made once per calendar year quarter and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. The PHA must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship.

CMHA will issue all utility reimbursements monthly.

**Small Area Fair Market Rents**

The PHA's schedule of SAFMRs is used to calculate housing assistance payments for HCV families. SAFMR is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)] based on zip codes.

The SAFMR for a family is the lower of (1) the SAFMR for the family unit size, which is defined as the appropriate number of bedrooms for the family under CMHA's subsidy standards [24 CFR 982.4(b)], or (2) the payment standards for the size of the dwelling unit rented by the family.

The PHA is required to pay monthly housing assistance (HAP) for a family that is the lower of (1) the payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TPP.

If during the term of the HAP contract for a family's unit, the owner lowers the rent, the PHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit.

If CMHA changes (per HUD mandate) its SAFMRs resulting in a lower amount, during the term of a HAP contract, CMHA will not reduce the SAFMR used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect. CMHA will not establish different policies for decreases in the payment standards for designated areas within their jurisdiction.

### **Maximum Subsidy**

The maximum subsidy the PHA can pay in the housing Choice Voucher Program is the SAFMRs minus the TTP. The maximum subsidy calculation is done at the time the family is issued a housing choice voucher. It is important for the family to know the maximum the PHA will pay while searching for a unit. The actual PHA subsidy can be calculated only after the family has selected a specific unit.

Example:

<b>Calculating Maximum Subsidy</b>	
SAFMR (zip code)	\$450
Minus TTP	<u>\$210</u>
Equals Maximum Subsidy	\$240

## 2025 Hamilton County, OH Advisory Small Area FMRs by Unit Bedrooms

ZIP Code	Efficiency	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom	Six Bedroom	Seven Bedroom	Eight Bedroom
45001	730	830	1,080	1,430	1,590	1,828	2,067	2,305	2,544
45002	840	950	1,230	1,630	1,800	2,070	2,340	2,610	2,880
45030	910	1,030	1,330	1,760	1,950	2,242	2,535	2,827	3,120
45033	840	950	1,230	1,630	1,800	2,070	2,340	2,610	2,880
45041	840	950	1,230	1,630	1,800	2,070	2,340	2,610	2,880
45051	800	890	1,160	1,540	1,700	1,955	2,210	2,465	2,720
45052	800	900	1,170	1,550	1,710	1,966	2,223	2,479	2,736
45111	1,160	1,310	1,700	2,250	2,490	2,863	3,237	3,610	3,984
45140	1,120	1,260	1,630	2,160	2,390	2,748	3,107	3,465	3,824
45150	860	970	1,260	1,670	1,850	2,127	2,405	2,682	2,960
45174	1,320	1,490	1,930	2,560	2,830	3,254	3,679	4,103	4,528
45201	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45202	1,320	1,490	1,930	2,560	2,830	3,254	3,679	4,103	4,528
45203	730	830	1,080	1,430	1,590	1,828	2,067	2,305	2,544
45204	730	830	1,080	1,430	1,590	1,828	2,067	2,305	2,544
45205	750	850	1,100	1,460	1,610	1,851	2,093	2,334	2,576
45206	770	860	1,120	1,490	1,640	1,886	2,132	2,378	2,624
45207	760	860	1,110	1,470	1,630	1,874	2,119	2,363	2,608
45208	1,090	1,230	1,590	2,110	2,330	2,679	3,029	3,378	3,728
45209	1,090	1,230	1,590	2,110	2,330	2,679	3,029	3,378	3,728
45211	740	830	1,080	1,430	1,590	1,828	2,067	2,305	2,544
45212	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45213	780	870	1,130	1,500	1,660	1,909	2,158	2,407	2,656
45214	730	830	1,080	1,430	1,590	1,828	2,067	2,305	2,544
45215	830	930	1,210	1,600	1,770	2,035	2,301	2,566	2,832
45216	840	940	1,220	1,620	1,790	2,058	2,327	2,595	2,864
45217	780	870	1,130	1,500	1,660	1,909	2,158	2,407	2,656
45218	890	1,000	1,290	1,710	1,890	2,173	2,457	2,740	3,024
45219	1,000	1,120	1,450	1,920	2,120	2,438	2,756	3,074	3,392
45220	910	1,020	1,320	1,750	1,930	2,219	2,509	2,798	3,088
45222	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45223	770	860	1,120	1,490	1,640	1,886	2,132	2,378	2,624
45224	730	830	1,080	1,430	1,590	1,828	2,067	2,305	2,544
45225	730	830	1,080	1,430	1,590	1,828	2,067	2,305	2,544
45226	970	1,100	1,420	1,880	2,080	2,392	2,704	3,016	3,328
45227	1,000	1,130	1,460	1,940	2,140	2,461	2,782	3,103	3,424
45229	730	830	1,080	1,430	1,590	1,828	2,067	2,305	2,544
45230	800	890	1,160	1,540	1,700	1,955	2,210	2,465	2,720
45231	950	1,070	1,390	1,840	2,040	2,346	2,652	2,958	3,264
45232	730	830	1,080	1,430	1,590	1,828	2,067	2,305	2,544
45233	820	930	1,200	1,590	1,760	2,024	2,288	2,552	2,816
45234	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45235	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45236	860	970	1,260	1,670	1,850	2,127	2,405	2,682	2,960
45237	780	880	1,140	1,510	1,670	1,920	2,171	2,421	2,672
45238	780	870	1,130	1,500	1,660	1,909	2,158	2,407	2,656
45239	830	930	1,210	1,600	1,770	2,035	2,301	2,566	2,832
45240	1,020	1,140	1,480	1,960	2,170	2,495	2,821	3,146	3,472
45241	1,020	1,140	1,480	1,960	2,170	2,495	2,821	3,146	3,472
45242	1,320	1,490	1,930	2,560	2,830	3,254	3,679	4,103	4,528
45243	1,320	1,490	1,930	2,560	2,830	3,254	3,679	4,103	4,528
45244	920	1,030	1,340	1,780	1,960	2,254	2,548	2,842	3,136
45246	1,050	1,180	1,530	2,030	2,240	2,576	2,912	3,248	3,584
45247	890	1,000	1,290	1,710	1,890	2,173	2,457	2,740	3,024
45248	930	1,040	1,350	1,790	1,980	2,277	2,574	2,871	3,168
45249	1,210	1,360	1,760	2,330	2,580	2,967	3,354	3,741	4,128
45250	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45251	1,060	1,200	1,550	2,060	2,270	2,610	2,951	3,291	3,632
45252	910	1,030	1,330	1,760	1,950	2,242	2,535	2,827	3,120
45253	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45254	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45255	1,020	1,150	1,490	1,980	2,180	2,507	2,834	3,161	3,488
45258	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45262	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45263	850	960	1,240	1,640	1,820	2,093	2,366	2,639	2,912
45267	890	1,000	1,290	1,710	1,880	2,162	2,444	2,726	3,008

## Portability

Within the limitations of the regulations and this plan, a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program [24 CFR 982.353(b)]. The process by which a family obtains a voucher from one PHA and uses it to lease a unit in the jurisdiction of another PHA is known as portability. PHA that issues the voucher is called the initial PHA. The PHA that has jurisdiction in the area to which the family wants to move is called the receiving PHA.

For a participant family approved to move out of its jurisdiction under portability, CMHA generally will conduct a reexamination of family income and composition only if the family's annual reexamination must be completed on or before the initial billing deadline specified on the form HUD-52665, Family Portability Information. CMHA will make any exceptions to this policy necessary to remain in compliance with HUD regulations.

No formal briefing will be required for a participant family wishing to move outside CMHA's jurisdiction under portability. However, CMHA will provide the family with the same oral and written explanation of portability that it provides to applicant families selected for admission to the program.

CMHA will provide the name, address, and phone number of the contract for the PHAs in the jurisdiction to which they wish to move. If there is more than one PHA with jurisdiction over the area to which the family wishes to move, CMHA will advise the family that the family must select the receiving PHA and notify CMHA of which receiving PHA was selected. CMHA will provide the family with contact information for all the receiving PHAs that serve the area. CMHA will not provide any additional information about receiving PHAs in the area. CMHA will further inform the family that if the family prefers not to select the receiving PHA, CMHA will select the receiving PHA on behalf of the family. If this case, CMHA will not provide the family with information for all receiving PHAs in the area.

CMHA will advise the family that they will be under the receiving PHA's policies and procedures, including screening, subsidy standards, voucher extension policies, and payment standards.

CMHA will approve no extensions to a voucher issued to an applicant or participant family porting out of CMHA's jurisdiction except under the following circumstances: (a) the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA, (b) the family decides to return to the initial PHA's jurisdiction and search for a unit there, or (c) the family decides to search for a unit in a third PHA's jurisdiction. In such cases, the policies on voucher extensions previously described will apply, including the requirement that the family apply for an extension in writing prior to the expiration of the initial voucher term.

To receive or continue receiving assistance under the initial PHA's voucher program, a family that moves to another PHA's jurisdiction under portability must be under HAP contract in the receiving PHA's jurisdiction within 90 days following the expiration date of the initial PHA's voucher term (including any extensions).

Because the portability process is time-sensitive, CMHA will notify the receiving PHA by phone or email to expect the family. CMHA will also ask the receiving PHA to provide any information the family may need upon arrival, including the name, fax, email address, and telephone number of the staff person responsible for business with incoming portable families and procedures related to appointments for voucher issuance. CMHA will pass this information along to the family. CMHA

will also ask for the name, address, telephone number, and email address of the person responsible for processing the billing information.

If CMHA has not received an initial billing notice from the receiving PHA within the billing deadline, it will contact the receiving PHA to inform them that it will not honor a late billing submission and will return any subsequent billings that it receives on behalf of the family. CMHA will send the receiving PHA a written confirmation of its decision by mail. CMHA will allow an exception to this policy if the family includes a person with disabilities and the late billing is a result of reasonable accommodation granted to the family by the receiving PHA.

### **Portability Voucher Term and Extension**

When a family ports into its jurisdiction, CMHA will issue the family a voucher based on the paperwork provided by the initial PHA unless the family's paperwork from the initial PHA is incomplete, the family's voucher from the initial PHA has expired or the family does not comply with CMHA's procedures. CMHA will update the family's information when verification has been completed.

CMHA generally will not extend the term of the voucher that it issues to an incoming portable family unless CMHA plans to absorb the family into its own program.

### **Reasonable Accommodation**

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the HCV program. For example, reasonable accommodation may include making home visits, extending the voucher term, or approving an exception payment standard in order for a participant to lease an accessible dwelling unit. Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operation.

CMHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, CMHA will consider the accommodation any time the family indicates that accommodation is needed whether or not a formal written request is submitted. You may submit a reasonable accommodation request to [hcvhelp@cintimha.com](mailto:hcvhelp@cintimha.com) for review by the 504 coordinator.

After a request for accommodation is presented, CMHA will respond, in writing, within 10 business days. If CMHA denies a request for accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of CMHA's operations), CMHA will discuss with the family whether alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

If CMHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, CMHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.

To meet the needs of persons with hearing impairments, TDD is available.



To meet the needs of persons with vision impairments, large print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with CMHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third-party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

### **Informal Hearing Process**

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the information hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and the PHA's policies.

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reason for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

In cases where CMHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- The proposed action or decision of CMHA
- A brief statement of the reasons for the decision, including regulatory reference.
- The date the proposed action will take place
- A statement of the family's right to an explanation of the basis for CMHA's decision
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision
- A deadline for the family to request an informal hearing
- To whom the hearing request should be addressed

- A copy of CMHA's hearing procedures.
- That the family may request a virtual informal hearing.

If CMHA requires that the hearing be conducted virtually, at the time the notice is sent to the family informing them of the right to request an informal hearing, the family will be notified that the informal hearing will be conducted virtually. The family will be informed of the processes involved in a virtual informal hearing and that CMHA will provide technical assistance, if needed, before the informal hearing.

### **Scheduling an Informal Hearing**

A request for an informal hearing must be made in writing and submitted to [moves@cintimha.com](mailto:moves@cintimha.com) by the close of the business day, no later than 10 business days from the date of CMHA's decision or notice to terminate assistance.

CMHA must schedule and send a written notice of the informal hearing to the family within 30 calendar days of the family's request.

The family may request to reschedule a hearing for good cause, or if it is needed as reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, CMHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear within 20 minutes of the schedule time and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contract CMHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. CMHA will reschedule the hearing only if the family can show good cause for failure to appear, or if it is needed as reasonable accommodation for a person with disabilities. If the family cannot show good cause for failure to appear, or a rescheduling is not needed as reasonable accommodation, CMHA's decision will stand.

### **Family/Tenant Obligations**

Tenant and landlords have obligations under the Housing Choice Voucher (HCV) program. When tenants select a housing unit, they are expected to comply with the lease and the program requirements, pay their share of rent on time, maintain the unit in good condition, and notify the PHA of any changes in income or family composition. Tenant's specific obligations when qualifying for the voucher and to remain on the HCV program follow.

### **Qualifying for HCV**

Before the tenant contracts landlords regarding available units, the tenant must provide the PHA with a range of information to qualify for Housing Choice Voucher program:

1. Evidence of U.S. citizenship or eligible immigration status
2. Family employment, income and composition, and immediate notification of changes in status if/when they occur
3. Social Security numbers for all family members and signed consent forms allowing PHA to obtain information about each family member, including conducting criminal background checks.



4. Signature of receipts of the HUD Family Notification of Lead-Based Paint literature and disclosure of lead-based paint testing and medical status for children under six (6) years of age.

### **Participating in HCV**

While participating in the HCV program, tenants and any household members or guests must do the following to remain in the program:

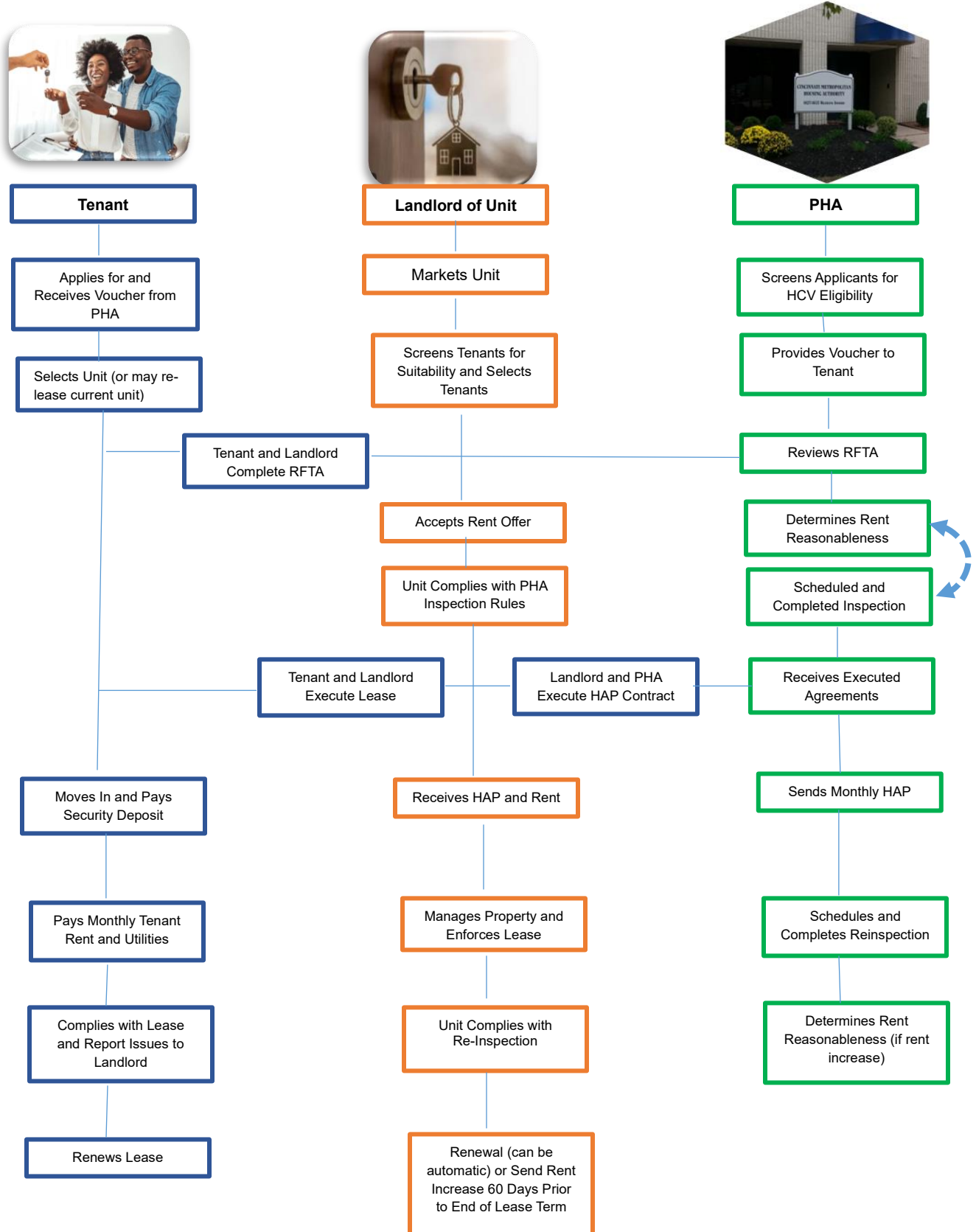
1. Comply with the lease
2. Maintain unit in decent condition
3. Pay tenant share of rent
4. Allow the landlord and the PHA to inspect the unit at reasonable times and after reasonable notice
5. Notify the landlord and the PHA in writing before moving from the unit in accordance with the lease
6. Supply to the PHA any information that the PHA determines to be necessary. This includes evidence of citizenship and immigration status, information for use in annual or special certification of family composition, income and deductions. It includes notifying the PHA in writing when the family is absent from the unit for an extended period of time in accordance with the PHA policy (30 days or longer).

Additionally, the tenant may not remain on the HCV program if they:

7. Engage in threatening, abusive, or violent behavior toward the landlord or PHA personnel
8. Participate in illegal drug or violent criminal activity
9. Commit fraud, bribery or any other corrupt or criminal act in connection with the program
10. Damage the unit or premises (other than damage from original wear and tear) or permit any guest to damage the unit or premises
11. Sublease or sublet the unit or assign or transfer the unit.

Violation of any of the above may result in termination from the Housing Choice Voucher program.

# Housing Choice Voucher Program General Lease-Up Process for Landlords, Public Housing Authorities (PHA) and Tenants



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

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

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

## **The Section 8 Certificate Program and Housing Voucher Program**

The Section 8 Certificate Program and Housing Voucher Program allow you to choose a house or apartment that you like. It may be where you are living now or somewhere else. The must have standards are very basic items that every apartment must have. But a home that has all 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, 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 bath. 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 amount 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 permitted.

- 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**

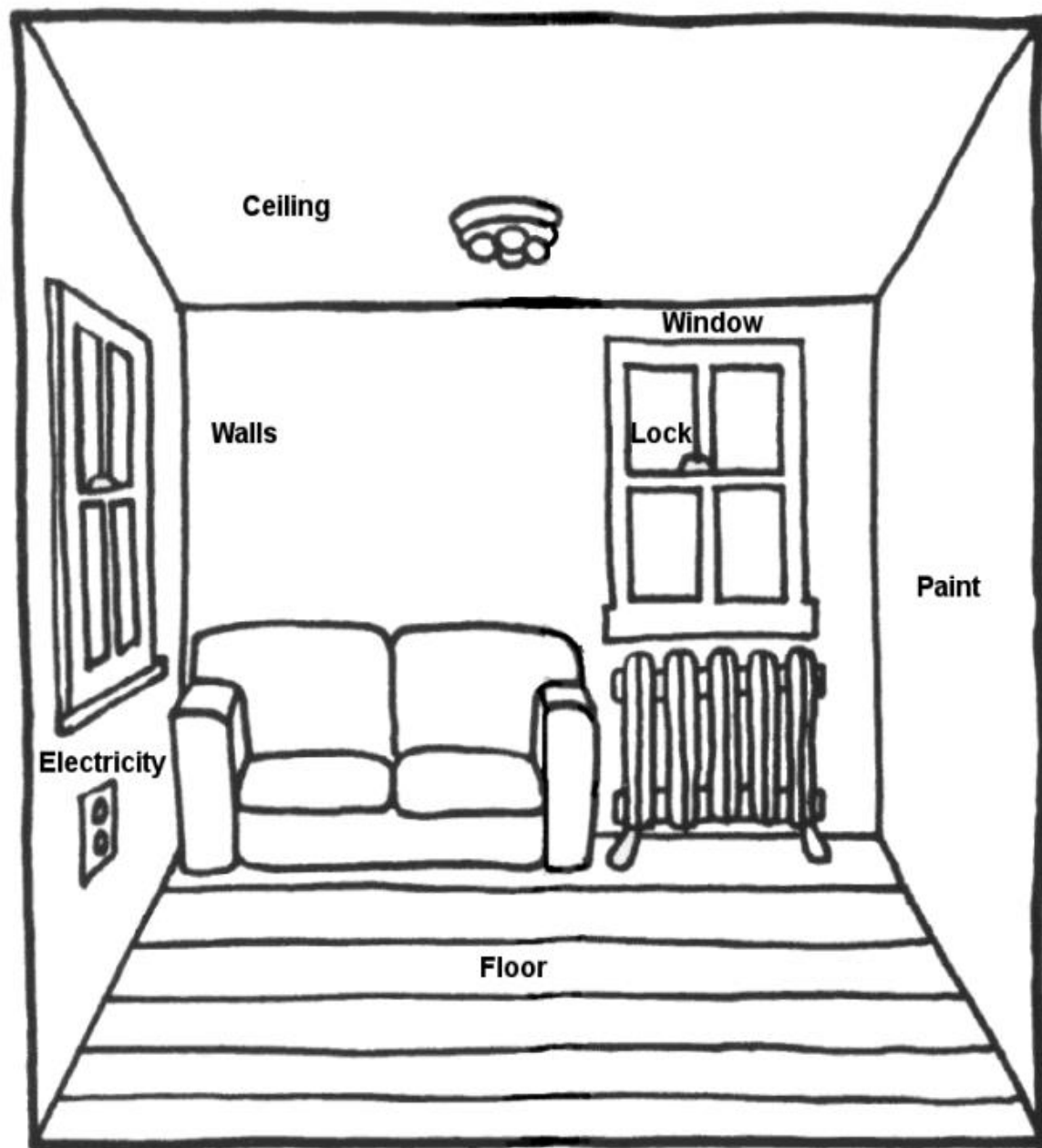
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

## Paint

No peeing 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 materials 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 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.

#### **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 materials 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.

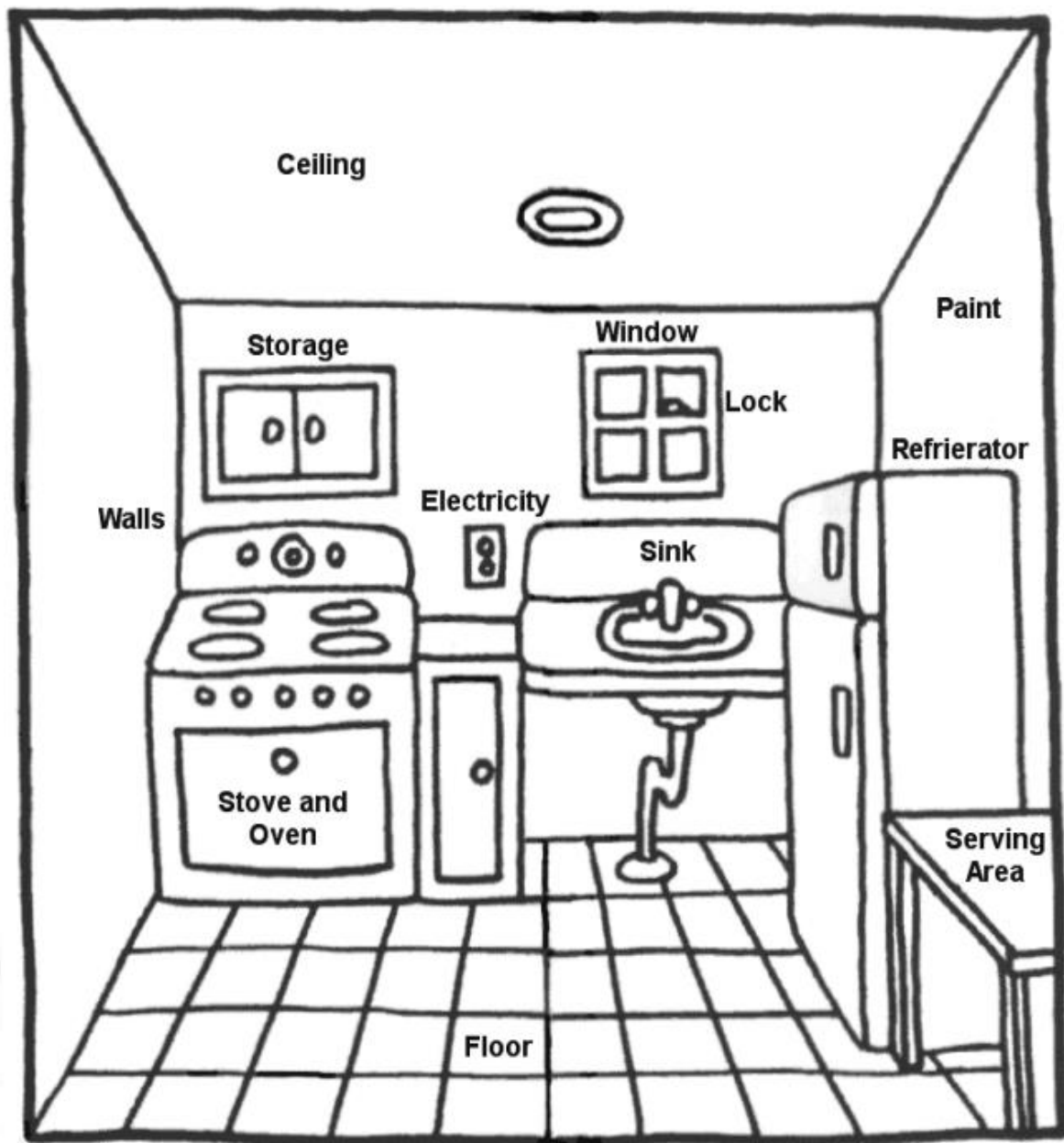
The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?

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, and 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, 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.

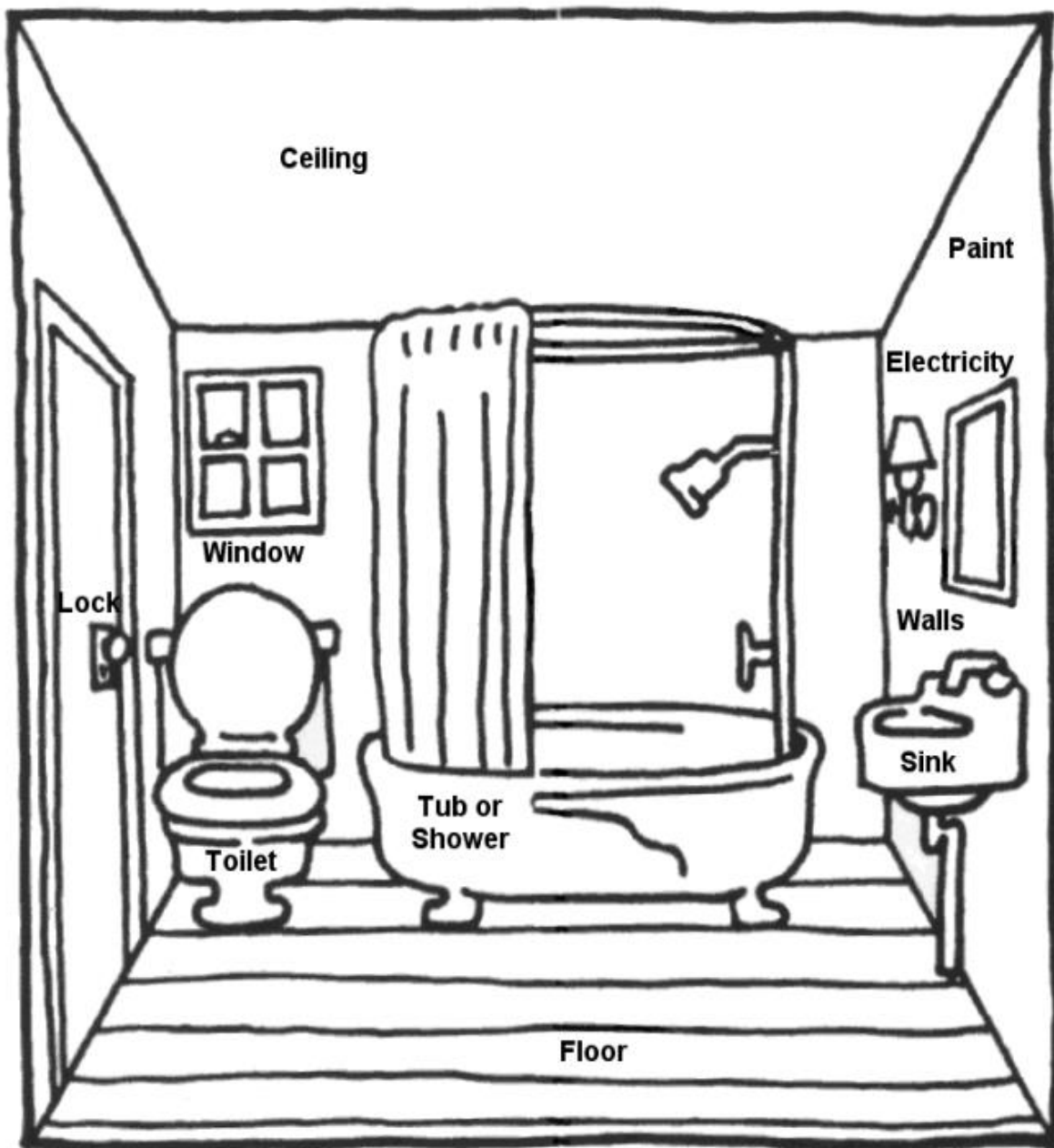
The appearances of the toilet, sink, and shower or tub.

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, and 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.

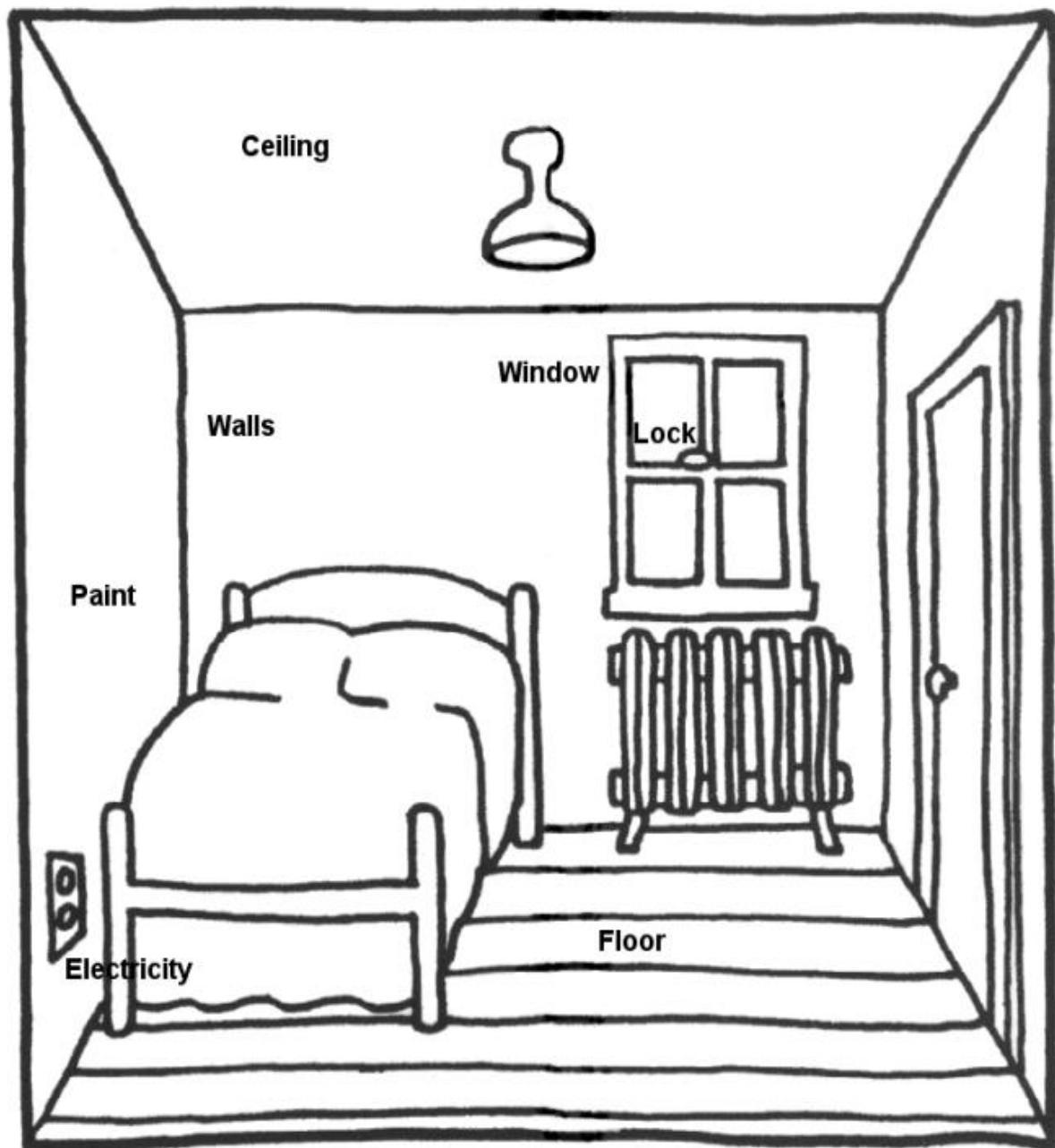
**Other rooms that are not lived in may be:** a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. 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 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 for 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 cause the water to be discolored.

**Water Heater**

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

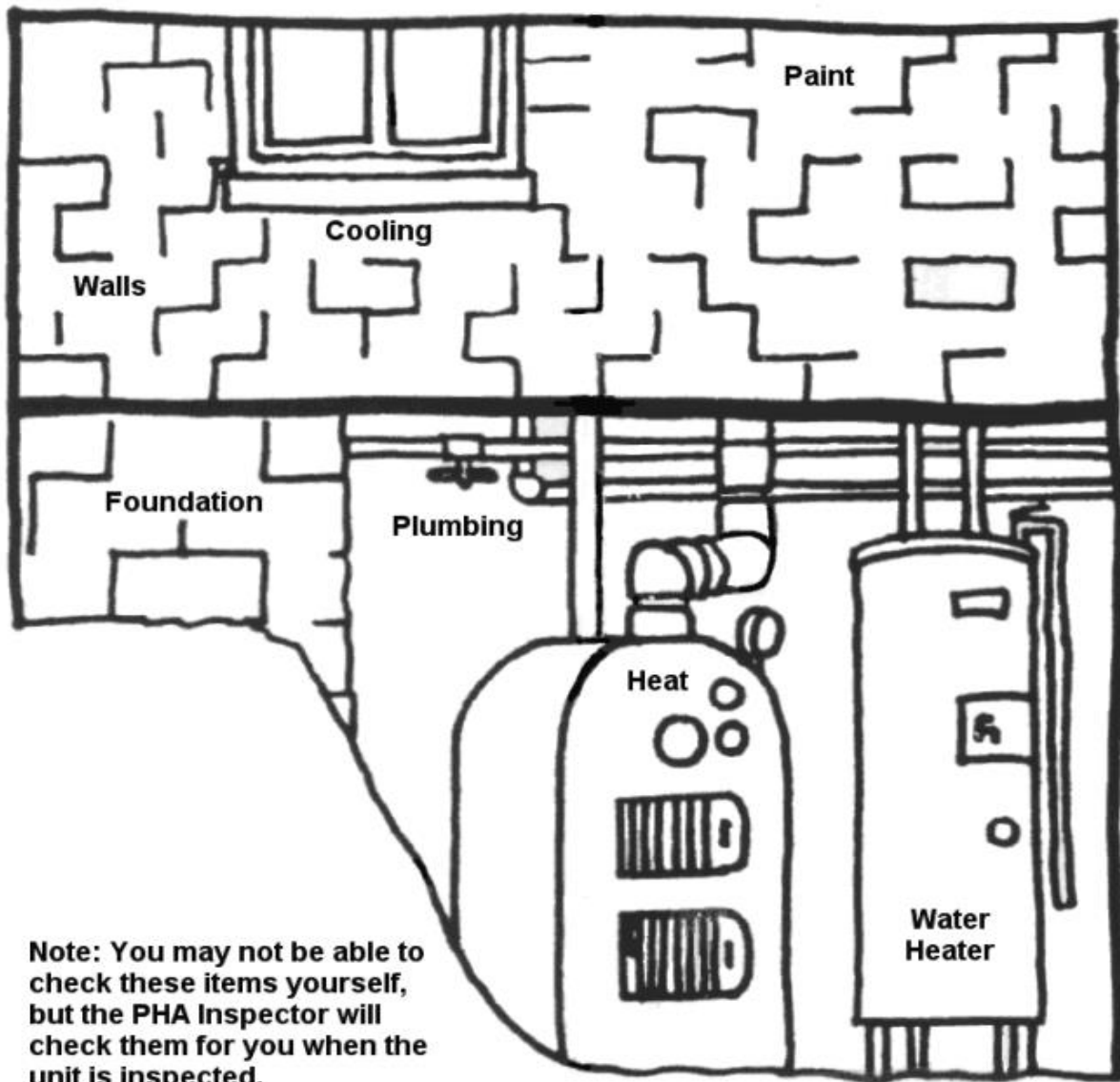
**Heat**

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 effect on utility costs
  - Is there insulation?
  - Are there storm windows?
  - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooking 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 hard wired or 10-year battery smoke detector on each level of the unit, including the basement. There should also be smoke detectors located in each bedroom. 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**

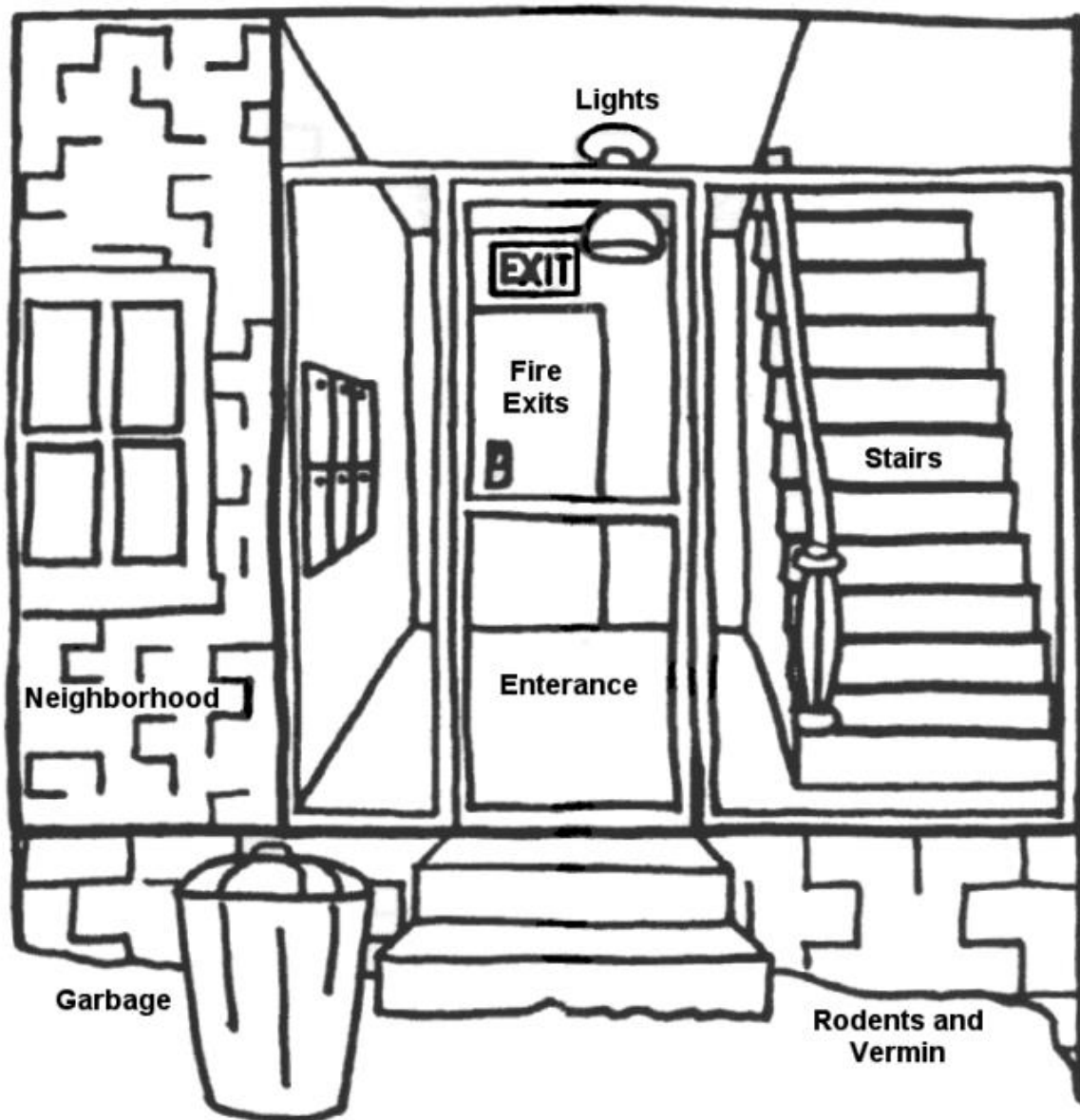
No sign of rats or large numbers of mice or vermin (like roaches).

**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 Housing Choice 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.

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 Housing Choice 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 and 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 term 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, emergency and complaint inspections.

**Responsibilities of the Landlord:**

- 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 repairs needed.
- Cooperate with the PHA on initial, annual, and complaint inspections, including necessary repairs.





# Protect Your Family From Lead in Your Home

 **EPA** United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

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).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

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

## Lead Gets into the Body in Many Ways

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

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

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

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



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

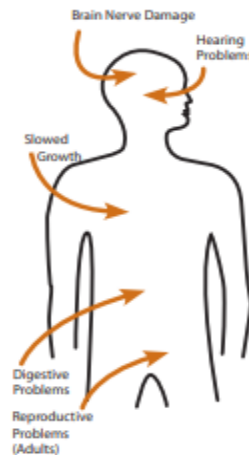
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

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

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

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



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

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

### In adults, exposure to lead can cause:

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

## Check Your Family for Lead

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

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

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

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

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

## Where Lead-Based Paint Is Found

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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](https://www.epa.gov/lead).

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<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 (mg/cm<sup>2</sup>), 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.



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

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

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

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

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

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

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

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

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

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



## Checking Your Home for Lead

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

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



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

## Checking Your Home for Lead, continued

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

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

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

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<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.

## What You Can Do Now to Protect Your Family

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

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

## Reducing Lead Hazards

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

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



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

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

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

**Abatement work 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](https://www.epa.gov/lead), or call 1-800-424-LEAD.



## 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*.

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## Other Sources of Lead

### Lead in Drinking Water

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

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

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

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

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

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

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

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

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

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

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

### Other Sources of Lead, continued

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- **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.

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<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.



## 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**.

## 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

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## Consumer Product Safety Commission (CPSC)

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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](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

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

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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](https://www.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

## **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).



## 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.

form HUD-1141  
(12/2005)

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

form HUD-1141  
(12/2005)

U.S. Department of Housing and Urban Development  
Office of Housing Office of Multifamily Housing



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

# EIV & You

ENTERPRISE INCOME VERIFICATION



**What YOU Should Know**  
if You are Applying For or Are Receiving  
Rental Assistance through the Department of  
Housing and Urban Development (HUD)

## What is EIV?

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure "the right benefits go to the right persons".

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

### The Social Security Administration:

- Social Security (SS) benefits
- Supplemental Security Income (SSI) benefits
- Dual Entitlement SS benefits

### The Department of Health and Human Services (HHS) National Directory of New Hires (NDNH)

- Wages
- Unemployment compensation
- New Hire (W-4)

## What is the information in EIV used for?

The EIV system provides the owner and/or manager of the property where you live with your income information and employment history. This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance. Getting the information from the EIV system is more accurate and less time consuming and costly to the owner or manager than contacting your income source directly for verification.

Property owners and managers are able to use the EIV system to determine if you:

- correctly reported your income

They will also be able to determine if you:

- Used a false social security number
- Failed to report or under reported the income of a spouse or other household member
- Receive rental assistance at another property

## Is my consent required to get information about me from EIV?

Yes. When you sign form HUD-9887, Notice and Consent for the Release of Information, and form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information, you are giving your consent for HUD and the property owner or manager to obtain information about you to verify your employment and/or income and determine your eligibility for HUD rental assistance. Your failure to sign the consent forms may result in the denial of assistance or termination of assisted housing benefits.

## Who has access to the EIV information?

Only you and those parties listed on the consent form HUD-9887 that you must sign have access to the information in EIV pertaining to you.

## What are my responsibilities?

As a tenant in a HUD assisted property, you must certify that information provided on an application for housing assistance and the form used to certify and recertify your assistance (form HUD-50059) is accurate and honest. This is also described in the *Tenants' Rights & Responsibilities* brochure that your property owner or manager is required to give to you every year.



**Penalties for providing false information**

Providing false information is fraud. Penalties for those who commit fraud could include eviction, repayment of overpaid assistance received, fines up to \$10,000, imprisonment for up to 5 years, prohibition from receiving any future rental assistance and/or state and local government penalties.

**Protect yourself, follow HUD reporting requirements**

When completing applications and recertifications, you must include all sources of income you or any member of your household receives. Some sources include:

- Income from wages
- Welfare payments
- Unemployment benefits
- Social Security (SS) or Supplemental Security Income (SSI) benefits
- Veteran benefits
- Pensions, retirement, etc.
- Income from assets
- Monies received on behalf of a child such as:
  - Child support
  - TANF payments
  - Social security for children, etc.

If you have any questions on whether money received should be counted as income, ask your property owner or manager.

When changes occur in your household income or family composition, immediately contact your property owner or manager to determine if this will affect your rental assistance.

Your property owner or manager is required to provide you with a copy of the fact sheet "How Your Rent Is Determined" which includes a listing of what is included or excluded from income.

**What if I disagree with the EIV information?**

If you do not agree with the employment and/or income information in EIV, you must tell your property owner or manager. Your property owner or manager will contact the income source directly to obtain verification of the employment and/or income you disagree with. Once the property owner or manager receives the information from the income source, you will be notified in writing of the results.

**What if I did not report income previously and it is now being reported in EIV?**

If the EIV report discloses income from a prior period that you did not report, you have two options: 1) you can agree with the EIV report if it is correct, or 2) you can dispute the report if you believe it is incorrect. The property owner or manager will then conduct a written third-party verification with the reporting source of income. If the source confirms this income is accurate, you will be required to repay any overpaid rental assistance and you may be subject to penalties if it is determined that you deliberately tried to conceal your income.

**What if the information in EIV is not about me?**

EIV has the capability to uncover cases of potential identity theft; someone could be using your social security number. If this is discovered, you must notify the Social Security Administration by calling them toll-free at 1-800-772-1213. Further information on identity theft is available on the Social Security Administration website at: <https://www.ssa.gov/pubs/EN-05-10064.pdf>.

**Who do I contact if my income or rental assistance is not being calculated correctly?**

First, contact your property owner or manager for an explanation.

If you need further assistance, you may contact the contract administrator for the property you live in, and if it is not resolved to your satisfaction, you may contact HUD.

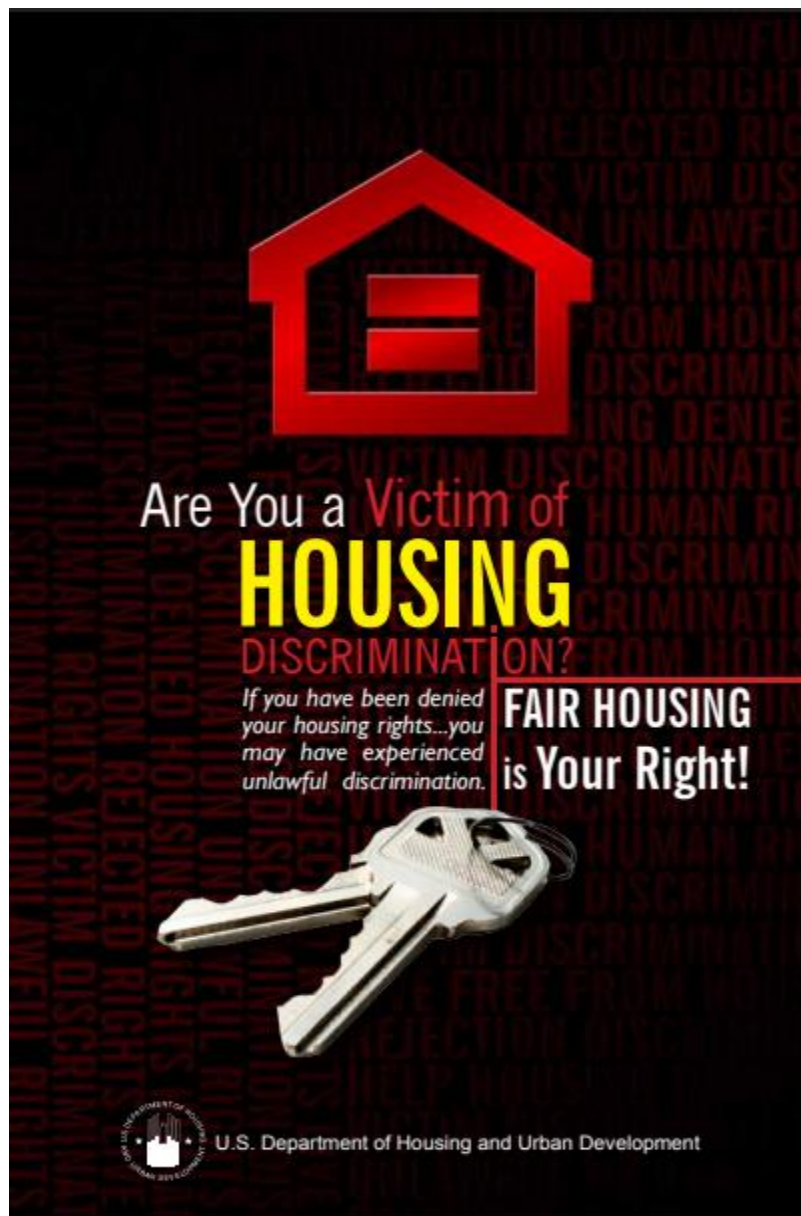
For help locating the HUD office nearest you, which can also provide you contact information for the contract administrator, please call the Multifamily Housing Complaint Line at 1-800-685-8470.

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

Your property owner or manager can provide you with additional information on EIV and the income verification process. They can also refer you to the appropriate contract administrator or your local HUD office for additional information.

If you have access to a computer, you can read more about EIV and the income verification process on HUD's Multifamily EIV homepage at: [https://www.hud.gov/program\\_offices/housing/mfh/rhiep/eiv/eivapps](https://www.hud.gov/program_offices/housing/mfh/rhiep/eiv/eivapps)





## 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 02222-1092  
Telephone (617) 994-8300 or 1-800-827-5005  
Fax (617) 565-7313 • TTY (617) 565-5453  
E-mail: [Complaints\\_office\\_01@hud.gov](mailto: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  
26 Federal Plaza, Room 3532  
New York, NY 10278-0068  
Telephone (212) 542-7519 or 1-800-496-4294  
Fax (212) 264-9829 • TTY (212) 264-0927  
E-mail: [Complaints\\_office\\_02@hud.gov](mailto: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 1-888-799-2085  
Fax (215) 656-3449 • TTY (215) 656-3450  
E-mail: [Complaints\\_office\\_03@hud.gov](mailto: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 30303-2808  
Telephone (404) 331-5140 or 1-800-440-8091 x2493  
Fax (404) 331-1021 • TTY (404) 730-2654  
E-mail: [Complaints\\_office\\_04@hud.gov](mailto: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](mailto:Complaints_office_05@hud.gov)

### For Arkansas, Louisiana, New Mexico, Oklahoma, & Texas: **FORT WORTH REGIONAL OFFICE**

Fair Housing Office  
U.S. Dept. of Housing and Urban Development  
801 Cherry Street  
Suite 2500, Unit #45  
Fort Worth, TX 76102-6803  
Telephone (817) 978-5900 or 1-888-560-8913  
Fax (817) 978-5876/5851 • TTY (817) 978-5595  
E-mail: [Complaints\\_office\\_06@hud.gov](mailto: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 66101-2408  
Telephone (913) 551-6958 or 1-800-743-5323  
Fax (913) 551-6856 • TTY (913) 551-6972  
E-mail: [Complaints\\_office\\_07@hud.gov](mailto: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](mailto: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 1-800-347-3739  
Fax (415) 489-6558 • TTY (415) 489-6564  
E-mail: [Complaints\\_office\\_09@hud.gov](mailto: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 1-800-877-0246  
Fax (206) 220-5447 • TTY (206) 220-5185  
E-mail: [Complaints\\_office\\_10@hud.gov](mailto: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



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

## 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 assisting someone else with 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?

Contact's Name \_\_\_\_\_ Best Time to call \_\_\_\_\_  
 Daytime Phone No. \_\_\_\_\_ Evening Phone No. \_\_\_\_\_  
 Contact's Name \_\_\_\_\_ Best Time to call \_\_\_\_\_  
 Daytime Phone No. \_\_\_\_\_ Evening Phone No. \_\_\_\_\_

## 1) What happened to you?

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

State briefly what happened.

## 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.

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PLACE  
POSTAGE  
HERE

MAIL TO:

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

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

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

Disclosure of this information is voluntary.





## Housing Discrimination Complaint

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

OMB Approval No. 2529-0011

### Please type or print this form

Public Reporting Burden for this collection of information is estimated to average 1 hour 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.

Read this entire form and all the instructions carefully before completing. All questions should be answered. However, if you do not know the answer or if a question is not applicable, leave the question unanswered and fill out as much of the form as you can. Your complaint should be signed and dated. Where more than one individual or organization is filing the same complaint, and all information is the same, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form. Complaints may be presented in person or mailed to the HUD State Office covering the State where the complaint arose (see list on back of form), or any local HUD Office, or to the Office of Fair Housing and Equal Opportunity, U.S. Department of HUD, Washington, D.C. 20410.

<b>This section is for HUD use only.</b>									
Number	(Check the applicable box) <input type="checkbox"/> Referral & Agency (specify) <input type="checkbox"/> Systemic <input type="checkbox"/> Military Referral	Jurisdiction <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Additional Info	Signature of HUD personnel who established Jurisdiction						
Filing Date									
1. Name of Aggrieved Person or Organization (last name, first name, middle initial) (Mr., Mrs., Miss, Ms.)		Home Phone	Business Phone						
Street Address (city, county, State & zip code)									
2. Against Whom is this complaint being filed? (last name, first name, middle initial)			Phone Number						
Street Address (city, county, State & zip code)									
Check the applicable box or boxes which describe(s) the party named above: <input type="checkbox"/> Builder <input type="checkbox"/> Owner <input type="checkbox"/> Broker <input type="checkbox"/> Salesperson <input type="checkbox"/> Supt. or Manager <input type="checkbox"/> Bank or Other Lender <input type="checkbox"/> Other If you named an individual above who appeared to be acting for a company in this case, check this box <input type="checkbox"/> and write the name and address of the company in this space: Name: _____ Address: _____									
Name and identify others (if any) you believe violated the law in this case:									
3. What did the person you are complaining against do? Check all that apply and give the most recent date these act(s) occurred in block No. 6a below. <input type="checkbox"/> Refuse to rent, sell, or deal with you <input type="checkbox"/> Falsely deny housing was available <input type="checkbox"/> Engage in blockbusting <input type="checkbox"/> Discriminate in broker's services <input type="checkbox"/> Discriminate in the conditions or terms of sale, rental occupancy, or in services or facilities <input type="checkbox"/> Advertise in a discriminatory way <input type="checkbox"/> Discriminate in financing <input type="checkbox"/> Intimidated, interfered, or coerced you to keep you from the full benefit of the Federal Fair Housing Law <input type="checkbox"/> Other (explain) _____									
4. Do you believe that you were discriminated against because of your race, color, religion, sex, handicap, the presence of children under 18, or a pregnant female in the family or your national origin? Check all that apply. <table border="0"> <tr> <td><input type="checkbox"/> Race or Color <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Other</td> <td><input type="checkbox"/> Religion (specify) _____</td> <td><input type="checkbox"/> Sex <input type="checkbox"/> Male <input type="checkbox"/> Female</td> <td><input type="checkbox"/> Handicap <input type="checkbox"/> Physical <input type="checkbox"/> Mental</td> <td><input type="checkbox"/> Familial Status <input type="checkbox"/> Presence of children under 18 in the family <input type="checkbox"/> Pregnant female</td> <td><input type="checkbox"/> National Origin <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Other (specify) _____</td> </tr> </table>				<input type="checkbox"/> Race or Color <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Other	<input type="checkbox"/> Religion (specify) _____	<input type="checkbox"/> Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Handicap <input type="checkbox"/> Physical <input type="checkbox"/> Mental	<input type="checkbox"/> Familial Status <input type="checkbox"/> Presence of children under 18 in the family <input type="checkbox"/> Pregnant female	<input type="checkbox"/> National Origin <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Race or Color <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Other	<input type="checkbox"/> Religion (specify) _____	<input type="checkbox"/> Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Handicap <input type="checkbox"/> Physical <input type="checkbox"/> Mental	<input type="checkbox"/> Familial Status <input type="checkbox"/> Presence of children under 18 in the family <input type="checkbox"/> Pregnant female	<input type="checkbox"/> National Origin <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Other (specify) _____				
5. What kind of house or property was involved? <input type="checkbox"/> Single-family house <input type="checkbox"/> A house or building for 2, 3, or 4 families <input type="checkbox"/> A building for 5 families or more <input type="checkbox"/> Other, including vacant land held for residential use (explain) _____	Did the owner live there? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Is the house or property <input type="checkbox"/> Being sold? <input type="checkbox"/> Being rented?	What is the address of the house or property? (street, city, county, State & zip code)						
6. Summarize in your own words what happened. Use this space for a brief and concise statement of the facts. Additional details may be submitted on an attachment. <b>Note:</b> HUD will furnish a copy of the complaint to the person or organization against whom the complaint is made.			6a. When did the act(s) checked in Item 3 occur? (Include the most recent date if several dates are involved)						
7. I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct.			Signature & Date						

Previous editions are obsolete

Page 1 of 3

form HUD-903 (7/2001)  
ref Handbook 8024.1

**What Does the Fair Housing Amendments Act of 1988 Provide?**

The Fair Housing Act declares that it is national policy to provide fair housing throughout the United States and prohibits eight specific kinds of discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, handicap, familial status or national origin.

1. Refusal to sell or rent or otherwise deal with a person.
2. Discriminating in the conditions or terms of sale, rental, or occupancy.
3. Falsely denying housing is available.
4. "Blockbusting"—causing person(s) to sell or rent by telling them that members of a minority group are moving into the area.
6. Discrimination in financing housing by a bank, savings and loan association, or other business.
7. Denial of membership or participation in brokerage, multiple listing, or other real estate services.
8. Interference, coercion, threats or intimidation to keep a person from obtaining the full benefits of the Federal Fair Housing Law and/or filing a complaint.

**What Does the Law Exempt?**

The first three acts listed above do not apply (1) to any single family house where the owner in certain circumstances does not seek to rent or sell it through the use of a broker or through discriminatory advertising, nor (2) to units in houses for two-to-four families if the owner lives in one of the units.

**What Can You Do About Violations of the Law?**

Remember, the Fair Housing Act applies to discrimination based on race, color, religion, sex, handicap, familial status, or national origin. If you believe you have been or are about to be, discriminated against or otherwise harmed by the kinds of discriminatory acts which are prohibited by law, you have a right, within 1 year after the discrimination occurred to:

1. **Complain to the Secretary of HUD** by filing this form by mail or in person. HUD will investigate. If it finds the complaint is covered by the law and is justified, it will try to end the discrimination by conciliation. If conciliation fails, other steps will be taken to enforce the law. In cases where State or local laws give the same rights as the Federal Fair Housing Law, HUD must first ask the State or local agency to try to resolve the problem.
2. **Go directly to Court** even if you have not filed a complaint with the Secretary. The Court may sometimes be able to give quicker, more effective, relief than conciliation can provide and may also, in certain cases, appoint an attorney for you (without cost).

**You Should Also Report All Information** about violations of the Fair Housing Act to HUD even though you don't intend to complain or go to court yourself.

**Additional Details.** If you wish to explain in detail in an attachment what happened, you should consider the following:

1. If you feel that others were treated differently from you, please explain the facts and circumstances.
2. If there were witnesses or others who know what happened, give their names, addresses, and telephone numbers.
3. If you have made this complaint to other government agencies or to the courts, state when and where and explain what happened.

**Racial/Ethnic Categories**

1. **White (Non Hispanic)**—A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **Black (Non Hispanic)**—A person having origins in any of the black racial groups of Africa.
3. **Hispanic**—A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.
4. **American Indian or Alaskan Native**—A person having origins in any of the original peoples of North America, and who maintains, cultural identification through tribal affiliation or community recognition.
5. **Asian or Pacific Islander**—A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

You can obtain assistance (a) in learning about the Fair Housing Act, or (b) in filing a complaint at the HUD Regional Offices listed below:

**For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont:****NEW ENGLAND OFFICE (Marcella\_Brown@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Room 321  
Boston, MA 02222-1092  
Telephone (617) 994-8300 or 1-800-827-5005  
Fax (617) 565-7313 • TTY (617) 565-5453

**For New Jersey and New York****New York/New Jersey Office (Stanley\_Seidenfeld@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
26 Federal Plaza, Room 3532  
New York, NY 10278-0068  
Telephone (212) 264-1290 or 1-800-496-4294  
Fax (212) 264-9829 • TTY (212) 264-0927

**For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia****MID-ATLANTIC OFFICE (Wanda\_Nieves@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-9344  
Telephone (215) 656-0662 or 1-888-799-2085  
Fax (215) 656-3419 • TTY (215) 656-3450



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

**SOUTHEAST/CARIBBEAN OFFICE**  
(Gregory\_L\_King@hud.gov)

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street, 16th Floor  
Atlanta, GA 30303-2806  
Telephone (404) 331-5140 or 1-800-440-8091  
Fax (404) 331-1021 • TTY (404) 730-2654

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

**MIDWEST OFFICE (Barbara\_Knox@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard, Room 2101  
Chicago, IL 60604-3507  
Telephone (312) 353-7776 or 1-800-765-9372  
Fax (312) 886-2837 • TTY (312) 353-7143

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

**SOUTHWEST OFFICE (Thurman G. Miles@hud.gov or Garry\_L\_Sweeney@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
801 North Cherry, 27th Floor  
Fort Worth, TX 76102  
Telephone (817) 978-5900 or 1-888-560-8913  
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595

**For Iowa, Kansas, Missouri and Nebraska:**

**GREAT PLAINS OFFICE (Robbie\_Herndon@hud.gov)**

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

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

**ROCKY MOUNTAINS OFFICE (Sharon\_L\_Santoya@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
633 17th Street  
Denver, CO 80202-3690  
Telephone (303) 672-5437 or 1-800-877-7353  
Fax (303) 672-5026 • TTY (303) 672-5248

For further information call the Toll-free Fair Housing Complaint Hotline 1-800-669-9777.  
Hearing Impaired persons may call (TDD) 1-800-927-9275.

**For Arizona, California, Hawaii, and Nevada:**

**PACIFIC/HAWAII OFFICE (Charles\_Hauptman@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
Phillip Burton Federal Building and U.S. Courthouse  
450 Golden Gate Avenue  
San Francisco, CA 94102-3448  
Telephone (415) 436-8400 or 1-800-347-3739  
Fax (415) 436-8537 • TTY (415) 436-6594

**For Alaska, Idaho, Oregon, and Washington:**

**NORTHWEST/ALASKA OFFICE (Judith\_Keeler@hud.gov)**

Fair Housing Enforcement Center  
U.S. Department of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Room 205  
Seattle, WA 98104-1000  
Telephone (206) 220-5170 or 1-800-877-0246  
Fax (206) 220-5447 • TTY (206) 220-5185

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

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

**Privacy Act of 1974 (P.L. 93-579)**

**Authority:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430).

**Purpose:** The information requested on this form is to be used to investigate and to process housing discrimination complaints.

**Use:** The information may be disclosed to the United States Department of Justice for its use in the filing of pattern or practice suits of housing discrimination or the prosecution of the person who committed the discrimination where violence is involved; and to state or local fair housing agencies which administer substantially equivalent fair housing laws for complaint processing.

**Penalty:** 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.**

NOTICE OF OCCUPANCY RIGHTS UNDER THE  
VIOLENCE AGAINST WOMEN ACT  
CMHA HCV HUD-5380: Housing Rights for Victims

U.S. Department of Housing and Urban Development  
OMB Approval No. 2577-0286  
Expires 1/31/2028

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

**When should I receive this form?** A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

**What is the Violence Against Women Act ("VAWA")?** This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act ("VAWA"). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

**What if I require this information in a language other than English?** To read this information in Spanish or another language, please contact CMHA's 504 Coordinator, Lynn Stephens, at [SpecialRequests@cintimha.com](mailto:SpecialRequests@cintimha.com). You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**What do the words in this notice mean?**

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*<sup>1</sup> includes the following HUD programs:
  - Public Housing
  - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

<sup>1</sup> For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT  
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development  
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**What if I am an applicant under a program covered by VAWA?** You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

**What if I am a tenant under a program covered by VAWA?** You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

**How can tenants request an emergency transfer?** Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
  - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
  - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request.

To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, email [hcvhelp@cintimha.com](mailto:hcvhelp@cintimha.com) and request a VAWA Notice and VAWA Request form and request to read the HCV Administrative Plan, which contains HCV's VAWA Emergency Transfer Plan. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

**Can the perpetrator be evicted or removed from my lease?** Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

**What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance?** In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.



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<b>Covered Housing Program(s)</b>	<b>Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.</b>
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

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**Are there any reasons that I can be evicted or lose assistance?** VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

**What do I need to document that I am a victim of VAWA abuse/violence?** If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; or
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

**Will my information be kept confidential?** If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information will not be disclosed to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

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**How do other laws apply?** VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact CMHA's 504 Coordinator Lynn Stephens at 513-977-6853 and state that you need a Reasonable Accommodation Request Form (or other assistance with reasonable accommodation). Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Have your protections under VAWA been denied?** If you believe that the covered housing provider has violated these rights, you may seek help by contacting the HUD FHEO Field Office at Ph. (800)347-3739 and Brian Murray, Field Office Director, North Point Tower 1001 Lakeside Avenue, Suite #350 Cleveland, OH 44114. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/VAWA](https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA). To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

**Need further help?**

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact YWCA Crisis Intervention at Ph. (513)872-9259; Text (513)436-3606; CHAT: [rc.chat/ywca](https://www.hud.gov/fairhousing/fileacomplaint) or Legal Aid Society of Greater Cincinnati at Ph. (513)241.9400 or toll free Ph. 800.582.2682

**Public reporting burden** for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.



CMHA HCV Form HUD-5382: VAWA Cert.

U.S. Department of Housing and Urban Development  
OMB Approval No. 2577-0286  
Exp. 1/31/2028**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**Confidentiality Note:** Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

**Purpose of Form:** If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

**VAWA protects individuals and families regardless of a victim's age or actual or perceived sexual orientation, gender identity, sex, or marital status.**

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

**Will my information be kept confidential?** Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law. In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

**What if I require this information in a language other than English?** To read this in Spanish or another language, please contact CMHA's 504 Coordinator, Lynn Stephens, at [SpecialRequests@cintimha.com](mailto:SpecialRequests@cintimha.com). You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact YWCA Crisis Intervention at Ph. (513)872-9259; Text (513) 436-3606; CHAT: [re.chat/ywca](https://www.hud.gov/vawa) or Legal Aid Society of Greater Cincinnati at Ph. (513) 241.9400 or toll-free Ph. (800) 582.2682

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

**EMAIL COMPLETED FORM TO: [hcvhelp@cintimha.com](mailto:hcvhelp@cintimha.com)**

**DATE:** \_\_\_\_\_

**1. Name(s) of victim(s):** \_\_\_\_\_

**2. Your name (if different from victim's):** \_\_\_\_\_

**3. Name(s) of other member(s) of the household:** \_\_\_\_\_

**4. Name of the perpetrator (if known and can be safely disclosed):** \_\_\_\_\_

**5. What is the safest and most secure way to contact you? (You may choose more than one.)**

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: \_\_\_\_\_

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: \_\_\_\_\_

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: \_\_\_\_\_

Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: \_\_\_\_\_

**6. Anything else your housing provider should know to safely communicate with you?**

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



**Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:**

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

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

*Dating violence* means violence committed by a person:

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

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

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

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

**Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME OF PERSON COMPLETING FORM

If you are a professional service provider completing this form, you state **under penalty of perjury** that you believe the incidents of VAWA violence/abuse are real and covered by VAWA.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

**EMAIL RETURN COMPLETED FORM TO: [help@cintimha.com](mailto:help@cintimha.com)**

**Public Reporting Burden** for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.



**Request for Reasonable Accommodation  
Confidential Information**

This information will not be disclosed or released, except as permitted by law.

Printed Name	Telephone/Email
Address	

Currently, I am (Please check one or more items below):

- ☐ Applying for public housing
- ☐ An Applicant on the waiting list
- ☐ A public housing tenant
- ☐ A participant in the HCV Voucher Management Program
- ☐ Other

1. The following member of my household has a disability:

\_\_\_\_\_

Relationship or association with you: \_\_\_\_\_

2. As a result of this disability, I am requesting the following reasonable accommodation:

(Please check one or more items below.)

- ☐ A change in my apartment or another part of the housing development.  
Please specify below:
  
- ☐ A change in the following rule, policy or procedure. (Note a change in how to meet the terms of the lease may be requested, but the terms of the lease must be met.) Please specify below:
  
- ☐ Other (For example the way that CMHA communicates with you.) Please specify below:

3. This request for reasonable accommodation is necessary so that I can: Please specify:



4. I authorize CMHA to verify that I have a disability and have the need for the reasonable accommodation required. To verify this information, CMHA may contract the following physician, psychiatrist, licensed psychologist, licensed nurse practitioner, licensed social worker, rehabilitation profession, non-medical service agency whose function is to provide services to the disabled or other expert in the field of:

Name of expert/professional: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Agency/facility/institution: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

You may present verification directly to the housing authority. Please return this form as promptly as possible so that the housing authority may decide on this request.

#### **Authorization to Disclose Medical and Personal Information**

By signing below, I authorize the Cincinnati Metropolitan Housing Authority and its staff to contact the individual or agency listed above to obtain information or materials deemed necessary to decide regarding my request for Reasonable Accommodation. I hereby authorize the individual or agency listed above to release and to disclose to the Cincinnati Metropolitan Housing Authority information relating to my need for reasonable accommodation. I understand that the information obtained by the housing authority will be kept completely confidential and used solely to decide on my reasonable accommodation.

Signed \_\_\_\_\_ Date \_\_\_\_\_

If on behalf of a minor child, please indicate whether you are the parent or guardian. Where the individual with the disability is over 18 years of age and is not the head of household, he or she should sign the authorization for verification.

# Family Self-Sufficiency



- **Become economically Self-Sufficient.**
- **Receive supportive services to help meet your goals.**
- **Earn money by doing just what you're doing now...working and paying rent.**
- **Use your HCV Voucher to become a Homeowner.**



*Do you want to earn your GED, find a better paying job, go back to school for more education, get a handle on your finances or even own your own home?*

## **Join Family Self-Sufficiency!**

### **Participation Requirements**

Meet with your FSS Program Coordinator  
Set and achieve short-term and long-term goals  
Follow up on referrals for services  
Seek and maintain suitable employment  
Meet other requirements for successful completion

### **What participants are saying**

*"This program is awesome, and I am very appreciative of this opportunity."  
...FSS graduate, 2022*

*"I think the program is wonderful. It helps people accomplish the goals that they set."  
...FSS participant, 2022*

**Interested? Read on.....**

# SET GOALS GET DIRECTION CHANGE YOUR LIFE

## Family Self-Sufficiency (FSS)

The Family Self-Sufficiency (FSS) program empowers HCV/Asset Management families to change their lives by teaching them to set and reach their educational, employment, financial and homeownership goals. Participants who completed this five-year program have:

- Obtained GED/High school diploma
- Earned certificate, associate, bachelor's and master's degrees
- Find full-time employment with benefits
- Conquered finances and increased credit scores
- Started businesses
- Purchased homes
- AND MORE!

The FSS is a voluntary program for HCV families receiving a voucher or Asset Management residents. Participants learn to set goals each year toward economic self-sufficiency and receive community resources and support to meet their goals.

*Participants could earn money in an escrow account when they increase their earned income. For example:*

	Contract Rent	CMHA Subsidy	Family's Monthly Rental Portion	Escrow Account (per month)
Family Joins FSS	\$500	\$400	\$100	\$0
Family Increases Earned Income	\$500	\$200	\$300	\$200

Contact an FSS Program Coordinator at [hcvpfss@cintimha.com](mailto:hcvpfss@cintimha.com) or [hcvfss@cintimha.com](mailto:hcvfss@cintimha.com)



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

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

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

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

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

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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



## 7. Maintenance, Utilities, and Other Services

### a. Maintenance

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

### b. Utilities and appliances

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

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

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

## 8. Termination of Tenancy by Owner

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

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

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

### c. Criminal activity or alcohol abuse

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

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

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

### d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.



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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

**l. Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

**m. Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

**n. Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

## 10. Eviction by court action

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

## 11. Owner notice of grounds

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

## 12. Lease: Relation to HAP Contract

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

## 13. PHA Termination of Assistance

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

## 14. Family Move Out

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

## 15. Security Deposit

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

## 16. Prohibition of Discrimination

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

## 17. Conflict with Other Provisions of Lease

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

## 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)		
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
9. Structure Type			10. If this unit is subsidized, indicate type of subsidy:		
<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)			<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) _____		

**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

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HUD-52517 (7/2019)

## 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)



# RESIDENT RIGHTS & RESPONSIBILITIES



## Secretary of HUD

This brochure does not apply to the Public Housing Program, the Section 8 Moderate Rehabilitation Program (except for multifamily housing properties insured by HUD), and the Housing Choice Voucher Program (except when a voucher is used in a multifamily housing property with a HUD-insured mortgage).

## ***AS A RESIDENT, YOU HAVE RIGHTS AND RESPONSIBILITIES THAT HELP MAKE YOUR HUD-ASSISTED HOUSING A BETTER HOME FOR YOU AND YOUR FAMILY.***

This brochure is being distributed to you because the United States Department of Housing and Urban Development (HUD), which regulates the property in which you live, has provided some form of assistance or subsidy for your apartment. As part of its dedication to maintaining the best possible living environment for all residents, your local HUD office encourages and supports the following:

- Management agents and property owners communicate with residents on any and all issues
- Owners and managers give prompt consideration to all valid resident complaints and resolve them as quickly as possible
- Your right to file complaints with management, owners, or government agencies without retaliation, harassment or intimidation
- Your right to organize and participate in certain decisions regarding the well-being of the property and your home
- Your right to appeal a decision made by the local HUD office to the Office of Asset Management and Portfolio Oversight at HUD Headquarters.

Along with the owner/management agent, you play an important role in making your apartment, the grounds, and other common areas—a better place to live.

This brochure briefly lists some of the most important rights and responsibilities to help you get the most out of your home.





## YOUR RIGHTS

As a resident of a HUD-assisted multifamily housing property, you should be aware of your rights.

### **Rights:** *Involving Your Apartment*

- The right to live in decent, safe, and sanitary housing that is free from environmental hazards including lead-based paint.
- The right to have repairs performed in a timely manner, upon request.
- The right to be given reasonable notice, in writing, of any non-emergency inspection or other entry into your apartment.
- The right to protection from eviction except for specific causes stated in your lease.
- The right to request that your rent be recalculated if your income decreases.
- The right to access your tenant file.

### **Rights:** *Involving Resident Organizations*

- The right to organize as residents without obstruction, harassment, or retaliation from property owners or management.
- The right to provide leaflets and post materials in common areas informing other residents of their rights and opportunities to involve themselves in their property.
- The right to use appropriate common space or meeting facilities to organize (this may be subject to a reasonable, HUD-approved fee).
- The right to meet without representatives or employees of the owner/management company present.
- The right to be recognized by property owners/management company as having a voice in residential community affairs.

### **Rights:** *Involving Nondiscrimination*

The right to equal and fair treatment and use of your building's services and facilities, without regard to race, color, religion, gender, sexual orientation, gender identity, disability, familial status (children under 18), national origin (ethnicity or language), or in some circumstances, age.



## YOUR RESPONSIBILITIES

As a resident of a HUD-assisted multifamily housing property, you also have certain responsibilities to ensure that your building remains a suitable home for you and your neighbors. By signing your lease, you, the owner and the management company have entered into a legal, enforceable contract. You are responsible for complying with your lease, house rules, and local laws governing your property. If you have any questions about your lease or do not have a copy of it, contact your property management agent or the local HUD office.

### *Responsibilities: To Your Property Owner or Management Agent*

- Complying with the rules and guidelines that govern your lease.
- Paying the correct amount of rent on time each month.
- Providing accurate information to the owner/management agent's company at the certification or recertification interview to determine your total tenant payment, and consenting to the release of information by a third party to allow for verification.
- Reporting changes in the family's income or composition to the owner/management agent's company in a timely manner.

### *Responsibilities: To the Property and Your Fellow Residents*

- Complying with rules and guidelines that govern your lease.
- Conducting yourself in a manner that will not disturb your neighbors.
- Not engaging in criminal activity in your apartment, common areas or grounds.
- Keeping your apartment reasonably clean, with exits and entrances free of debris, clutter or fire hazards and not littering the grounds or common areas.
- Disposing of garbage and waste in the proper manner.
- Maintaining your apartment and common areas in the same general physical condition as when you moved in.
- Reporting any apparent environmental hazards to the management (such as peeling paint, which is a hazard if it is a lead-based paint) and any defects in building systems, fixtures, appliances, or other parts of the apartment, the grounds, or related facilities.



## YOUR RIGHT TO BE INVOLVED

### In decisions affecting your home

As a resident in HUD-assisted multifamily housing, you play an important role in decisions that affect your community. Different HUD programs provide for specific resident rights. You have the right to know under which HUD program your building is assisted. To find out if your apartment building is covered under any of the following programs, contact your management agent, Section 8 contract administrator, or the HUD office nearest you. If your building was funded under HUD's Rental Assistance Demonstration Program, or HUD's Section 236, 221(d)(3)/BMIR, Rental Assistance, Section 202 Direct Loan or Section 202/811 Capital Advance Programs or is assisted under any applicable project based Section 8 program or Rent Supplement, you have the right to be notified of, or in some instances, to comment on, the following:

- Nonrenewal of a project based Section 8 contract
- An increase in the maximum permissible rent
- Conversion of a project from project-paid utilities to tenant-paid utilities
- A proposed reduction in tenant utility allowance
- Conversion of residential apartments in a multifamily housing property to a nonresidential use or to condominiums, or the transfer of the housing property to a cooperative housing mortgagor corporation or association
- Transfer of the project-based Section 8 contract in your property to one or more buildings at other locations
- Partial release of mortgage security
- Capital improvements that represent a substantial addition to the project
- Prepayment of mortgage (*if prior HUD approval is required before owner can prepay*)
- Any other action, which could ultimately lead to involuntary, temporary or permanent relocation of residents
- If you live in a building that is owned by HUD and is being sold, you have the right to be notified of, and comment on HUD's plans for disposing of the building.



## ELIGIBILITY FOR ENHANCED VOUCHERS

If your apartment is assisted under a project-based Section 8 contract that is ending, and if the owner decides not to renew it, the owner is required by law to notify you in writing of that decision at least one year before the contract expires. Under these circumstances, you may be eligible for an Enhanced Voucher (EV), which owners are required to accept and which would give you the Right to Remain in a apartment at your property, provided that you are in compliance with your lease and the property remains rental housing. HUD will select a local Public Housing Agency (PHA) to provide an EV for eligible families who decide to remain at the property and to administer this assistance.

If you decide to remain at your property using an EV, a higher payment standard will be used to determine the amount of Section 8 assistance that is paid on your behalf if the gross rent for the apartment is more than the PHA's payment standard. However, the PHA must determine that the rent that the owner charges for your apartment is reasonable, and you must continue paying at least the amount of rent that you were previously paying.

If you are eligible for an EV, you can instead choose to move out of the property and use the voucher to rent a apartment anywhere in the United States where the owner will accept the voucher and the rents are in an allowable range, subject to approval. If you move out, however, the voucher is no longer "enhanced," and the amount of Section 8 assistance that is paid on your behalf will be based on the PHA's normally applicable payment standard.



## ADDITIONAL ASSISTANCE

### For additional help or information, you may contact:

- Your property manager or the management company
- The account executive for your property in HUD's Multifamily Regional Center or Regional Satellite Center
- HUD's National Multifamily Housing Clearinghouse at 1-800-685-8470 to report maintenance or management concerns
- HUD's Office of Fair Housing and Equal Opportunity at 1-800-669-9777, if you believe you've been discriminated against
- HUD's Office of Inspector General Hot Line at 1-800-347-3735 to report fraud, waste, or mismanagement
- HUD's Housing Counseling Service locator at 1-800-569-4287 for the housing counseling agency in your community
- Your local government tenant/landlord affairs office, legal services office or tenant organizations to obtain information on additional rights under local and state law
- If appealing a local HUD Office decision, you may contact the Director of the Office of Asset Management and Portfolio Oversight in Washington, DC at 202-708-3730

### ON-LINE RESOURCES:

- **Housing and Urban Development website:** [www.hud.gov](http://www.hud.gov)
- **The local HUD Field Office:** <http://www.hud.gov/local/index.cfm>.
- **Note: To locate your local field office, select:** Contact My Local Office (under the I Want To section)



**U.S. Department of Housing and Urban Development**  
**Office of Multifamily Housing Programs**  
Washington, DC 20410-0000 Official Business  
Penalty for Private Use \$300



This brochure about your rights and responsibilities as a resident of HUD assisted multifamily housing is available in 13 alternate languages in addition to English and Braille. To determine if your language is available, please contact HUD's National Multifamily Housing Clearinghouse at 1-800-685-8470 or visit <http://www.hud.gov/offices/fheo/lep.xml>.



U.S. Department of Housing and Urban Development

# FACT SHEET

## "How Your Rent Is Determined"

### For Public Housing And Housing Choice Voucher Programs

Office of Public and Indian Housing

November, 2002

*This Fact Sheet is a general guide to inform the Public Housing Agency (PHA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification. Since some of the requirements vary by program, residents should consult their PHA to determine the specific policies that apply.*

### Why Determining Income and Family Payment Correctly is Important

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

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

PHAs and residents all have a responsibility in ensuring that the correct family payment is paid. Paying the correct amount eliminates fraud, waste, and abuse.

### PHAs' Responsibilities:

- Obtain accurate income information
- Verify residents' income
- Ensure that residents receive the exclusions and deductions to which they are entitled
- Accurately calculate family payment
- Recalculate family payment when changes in family composition and income are reported between annual recertifications (in accordance with PHA policy)
- In Public Housing, execute a lease with the tenant
- In the Housing Choice Voucher program, provide a copy of the required lease language
- Provide tenant a copy of PHA determination of income and family payment
- Provide information on PHA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining family payment
- Terminate tenancy for grounds allowed by federal law

### Residents' Responsibilities:

- Provide accurate information on family composition
- Report all income at admission and annually (or as required by PHA policy)
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income between annual recertifications (in accordance with Public Housing and Housing Choice Voucher PHA policy)
- Sign consent for income verification and criminal history checks
- Comply with lease and House Rules

### What is Total Income?

A family's income before any taxes or other exclusions or deductions have been taken out of it.

### What is Annual Income?

Total Income – Income Exclusions = Annual Income

### What is Adjusted Income?

Annual Income – Allowable Income Deductions = Adjusted Income



**Family Payment (Total Tenant Payment)**

The amount of rent a family will pay is the highest of the following amounts:

- 30% of the family's monthly adjusted income;
- 10% of the family's monthly income;
- Welfare rent (in States where applicable); or
- Minimum Rent (\$0 - \$50 set by the PHA)

**Annualization of Income**

If it is not feasible to anticipate a level of income over a 12-month period (as in the case of seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

**What Counts as Annual Income for Calculation of Family Payment?**

**Annual income means all amounts, monetary or not, which:**

- Go to, or on behalf of, the family head of household or spouse (even if temporarily absent) or to any other family member; or
  - Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  - Which are not specifically excluded.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Annual income includes, but is not limited to:**

- The full amount, before any payroll deductions of wages and salaries, overtime pay, Commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is

reimbursement of cash or assets invested in the operation by the family;

- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in above section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount.
- Payments in place of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities.
- Periodic and determinable allowances, such as Alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- All regular pay, special pay and allowances of a member of the Armed Forces.

**Annual income does not include the following:**

- Income from employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;
- The full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that are disregarded for a limited time purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- Incremental earnings and benefits resulting to any family member from participation in quality State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refund or rebates under State or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a member who has a development disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions are set forth.

**Other Income Exclusions****Federally Mandated Income Exclusions –**

The following statutory exclusions apply to HUD-assisted and other government programs:

- The value of the allotment provided under the Food Stamp Act of 1977.
- Payments to volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act (cash including cash dividends on stock received from a Native Corporation and on bonds received from a Native

- Corporation to the extent that it does not in the aggregate exceed \$2,000 per individual per year)
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes
- Income Home Energy Assistance Program
- Payments received under programs funded under the Job Training Partnership Act (Workforce Investment Act of 1998)
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in trust or restricted lands
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 (including Federal Work Study program or Bureau of Indian Affairs (BIA) Student Assistance programs
- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation under the Victims of Crime Act

- Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998

### **Earned Income Disallowance for certain Public Housing Residents and Housing Choice Voucher Family members with Disabilities**

Certain amounts will not be counted in determining a qualifying family's rent for a specific period of time. A qualifying family is one whose annual income increases as a result of:

- Employment of a family member who was unemployed for at least 12 months prior to employment;
- New or increased earnings during participation in an economic self-sufficiency or other job training program;
- New or increased earnings during or within 6 months after receiving Temporary Assistance to Needy Families (TANF).

During the first 12 months after a qualified family member starts working, 100 percent of the incremental increase of that family member's income is disallowed. The incremental increase is the amount of earned income that exceeds that family member's income prior to starting work.

In the second cumulative 12-month period after the date of first employment, 50 percent of the incremental increase in income is disallowed. Total time of benefit is limited to a lifetime 48-month period.

**NOTE:** For Public Housing Only, PHAs may offer to establish Individual Saving Accounts (ISA) for eligible families in place of the earned income disallowance. If offered, the family makes the choice whether or not to participate.

### **What are deductions from income?**

Deductions are amounts that are subtracted from a family's Annual Income to produce Adjusted Income. There are two types of deductions: mandatory and permissive.



**Mandatory Deductions:**

- \$480 for each member of the family (excluding head of household or spouse) who is less than 18 years of age or who is a student or person with a disability
- \$400 for any elderly family or disabled family
- The sum of the following to the extent the sum exceeds 3% of annual family income:
  - Unreimbursed medical expenses of any elderly family or disabled family
  - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work. This deduction may not exceed the income received.
- Any reasonable childcare expenses (children under 13 years old) necessary to enable a member of the family to be employed or to further his or her education.

**Permissive Deductions (Public Housing Only):**

PHAs may establish other deductions as they wish but should understand that HUD **does not** provide any additional operating subsidy and the PHA must establish a written policy for the deductions.

**Other Provisions**

**Hardship Exceptions:** PHAs must waive the minimum monthly rent requirement for any family unable to pay due to financial hardships as described in the PHA's written policies.

HUD has specified some circumstances that would constitute hardship which are:

- Switch from flat rent to income-based rent because of hardship.
- A family that is paying a flat rent may at any time request a switch to payment of income-based rent (before the next annual option to select the type of rent) if the family is unable to pay flat rent because of financial hardship. The PHA must adopt written policies for determining when payment of flat rent is a financial hardship for the family.
- If the PHA determines that the family is unable to pay the flat rent because of financial hardship, the PHA must immediately allow the requested switch to income-based rent. The

PHA shall make the determination within a reasonable time after the family request.

- The PHA's policies for determining when payment of a flat rent is a financial hardship must provide that financial hardship include the following situation.
- The family has experienced a decrease in income because of changed circumstances including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items; and
- Such other situations determined by the PHA to be appropriate.

**Maximum Initial Rent Burden (Housing Choice Voucher Only):**

The family's share may not exceed 40% of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard.

**Flat Rent (Public Housing Only):** Annually at recertification families must be offered a choice of a flat rent or an income-based rent. If a family elects to pay a flat rent a PHA can (if desired) recertify family income as infrequent as every three (3) years instead of annually. Family composition must be recertified annually. Flat rent is based on the market rent charged for comparable units in the private unassisted rental market and will not increase or decrease as changes in income occur. A family can request a switch to an income-based rent at any time due to a financial hardship.

**Welfare Sanctions:** If the welfare agency reduces the welfare payment because of fraud of a family member in connection with the welfare program or non-compliance with economic self-sufficiency requirements, the PHA must still include the amount of the reduction in the Annual Income that is used to calculate total tenant payment.

**Reference Materials****Legislation:**

- United States Housing Act of 1937, 42 USC 1437, et seq. as amended

**Regulations:**

- General HUD Program Requirements; Waivers, 24 CFR Part 5
- Admissions to, and Occupancy of, Public Housing, 24 CFR Part 960
- Section 8 Tenant-Based Assistance: Housing Choice Voucher Program, 24 CFR Part 982
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities: Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 66 FR 6218, issued January 19, 2001; 24 CFR Parts 5, 92, et al. (effective April 20, 2001)

**Notices:**

- "Federally Mandated Income Exclusions" Notice 66 FR 4669, April 20, 2001
- "Improving Income Integrity in Public and Assisted Housing" Notice PIH 2001-15, issued May 2, 2001
- Frequently Asked Questions about the Admissions and Occupancy Rule:  
[http://www.hud.gov/offices/pih/plr/about/ao\\_faq2.cfm#2c](http://www.hud.gov/offices/pih/plr/about/ao_faq2.cfm#2c)

**For Additional Information:**

Contact your Public Housing Authority (PHA) in your area. In addition, you can find information about HUD's programs on HUD's Internet homepage at <http://www.hud.gov> or call the Public and Indian Housing Information Resource Center at 1-800-955-2232.



## HOUSING CHOICE VOUCHER PROGRAM THINGS YOU SHOULD KNOW

**My signature** indicates that I certify that I have **read**, I **understand** and I **agree** to follow the rules of the HCV Program.

### COOPERATION

The family must supply all information needed to determine eligibility and level of rental subsidy. This includes information or verification of family income and composition required for initial eligibility, annual or interim recertification. Failure or refusal to do so may result in delays, possible termination of assistance or eviction.

The family must allow the HCV Inspector access to the dwelling unit at reasonable times and after reasonable notice. An inspection at least every twelve months is mandatory. The family must not move into a new unit prior to the unit passing inspection and the negotiation of reasonable rent by CMHA with the owner.

### NO DUPLICATE RESIDENCE, DUPLICATE ASSISTANCE OR OWNERSHIP

I certify that the HCV dwelling unit will be my only residence and that I will not duplicate federal housing assistance under another Federal housing assistance program (including an HCV program). HCV must be the only housing subsidy received by the family. The family must not own or have any interest in the dwelling unit (other than in a manufactured home or a cooperative). In addition, the family must not sublease or assign the lease or transfer the unit. The family may not lease a unit from a family member without seeking and receiving prior approval from CMHA.

The family must notify the Cincinnati Metropolitan Housing Authority (CMHA) and the owner in writing before moving or terminating the lease. The lease termination form is available at the HCV office. Families must provide CMHA with a copy of any eviction notice.

### REPORT CHANGES IN FAMILY COMPOSITION AND INCOME

Families are required to report to CMHA all changes in household composition or income within **30 calendar days** of the occurrence.

**These changes must be in writing, and include, but are not limited to changes resulting from:**

- a. Lump sum payments received from sources such as unemployment, welfare assistance and pensions.
- b. A family member leaving the household.
- c. All changes in household income including additional income added to the household.
- d. All income of minor children in the household, whether earned from employment, received from a government agency, child support or paid to a payee on the behalf of the minor child.

The addition of family members or others to the household must normally be approved by CMHA and the owner before the change occurs. Families must promptly report all changes, within **30 calendar days**, such as, but not limited to changes due to marriage, death, adoption, birth, court custody awards, persons moving in or out of household, etc.

Families may not allow persons, not approved by CMHA to be a part of the household, to use the assisted address to reside in, or for mail, or as a temporary or permanent address, or for any other purpose. Families must report marriages by any household member, whether or not the spouse will reside in the assisted unit. Families must report the incarceration of any household member.

### FAMILY RESPONSIBLE FOR SOME HOUSING QUALITY STANDARDS

The owner is not responsible for a breach of Housing Quality Standards caused by the family. The family is responsible for any defects to the unit for which they are obligated under the lease.

1. Provide and maintain range and refrigerator if required by the lease.
2. If required under the lease, the family is required to maintain utility service in the name of the head of household or other authorized adult member of the assisted household.
3. Report any unsafe housing conditions to the HCV Program if the Owner fails to do repairs in a timely manner.

**(Please continue on other side)**

*Revised 7/28/21*

**A FAMILY MUST NOT COMMIT SERIOUS OR REPEATED VIOLATIONS OF THE LEASE**

1. Paying the rent late, or not paying the rent.
2. Not allowing for the peaceful and quiet enjoyment by neighbors.
3. Causing damages to the unit.

**DRUG RELATED ACTIVITY, VIOLENT CRIMINAL ACTIVITY, OR OTHER CRIMINAL ACTIVITY**

CMHA may terminate assistance for violent criminal activity or drug related criminal activity by any family member, guest or person under the tenant's control.

**OTHER FAMILY OBLIGATIONS**

1. Give 30 days written notice to CMHA and the owner before vacating the unit.
2. Give CMHA a copy of any eviction notice served on the family by the owner.
3. Notify CMHA of any absence of any household member from the unit that is more than 30 days in duration.

**A FAMILY MAY BE TERMINATED FOR OWING DEBTS TO ANY PHA**

1. If the family currently owes rent or other amounts to CMHA or to another Housing Agency in connection with HCV, public housing, or any other program under the 1937 Housing Act.
2. If the family had not reimbursed any Housing Agency for amounts owed to CMHA.
3. If the family breaches an agreement to repay CMHA for any amounts owed to CMHA.

**HCV ASSISTANCE MAY BE TERMINATED FOR ANY OF THE FOLLOWING**

1. If the family violates any of the family obligations.
2. If a Housing Agency has ever terminated assistance under the certificate or voucher program to any member of the family. If a family member has ever been evicted from public housing.
3. If any family member commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
4. If the family has engaged in or threatened abusive or violent behavior toward CMHA personnel.
5. If the family participates in side payments (payments outside of "rent to owner" as stated by CMHA) to the landlord not authorized by CMHA.

**VISITOR POLICY**

Any adult or child who has been in the unit more than 14 consecutive days without CMHA approval or a total of 30 days in a 12-month period will be considered to be living in the unit as an unauthorized household member, which could result in termination of the family's assistance.

**YOUR ABILITY TO MOVE (not for PBV and MOD)**

Any family issued a Voucher by CMHA may have the right to move anywhere within the United States of America.

**PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME**

I received a copy of this pamphlet at my initial briefing. I have been made aware that I can receive an additional copy at any time, if requested.

**FAMILY SELF-SUFFICIENCY (not for PBV and MOD)**

I have received information about Family Self-Sufficiency (FSS) and how to join at my initial briefing.

**OTHER POINTS TO REMEMBER (After your family is under HCV Lease and Contract)**

- Report any unsafe housing conditions to the HCV Program if the Owner fails to do repairs in a timely manner.
- Pay only the amount of rent and for only those utilities listed on the Lease or Addendum. Your failure to follow this policy may result in termination of your rental assistance.

Head of Household's Name (printed): \_\_\_\_\_

Signature Head of Household: \_\_\_\_\_

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

Signature Co-head/Spouse: \_\_\_\_\_

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

Signature Other Adult 18+: \_\_\_\_\_

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

Signature Other Adult 18+: \_\_\_\_\_

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

Signature Other Adult 18+: \_\_\_\_\_

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



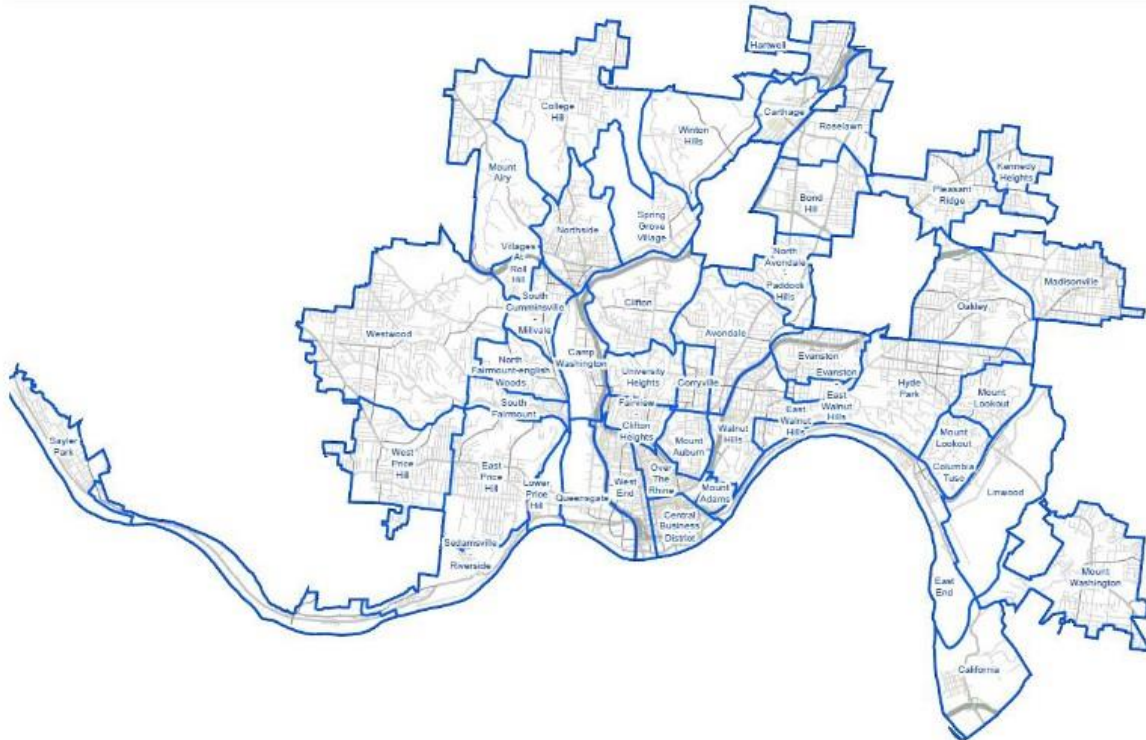
## Additional Information

If requested, CMHA will offer the owner other information in CMHA's possession concerning the family, including:

- Information about the family's tenancy history, or
  - CMHA will provide documented information regarding tenancy history for up to the past three years to prospective owners upon written request from the owner
  - CMHA will provide the following information, based on documentation in its possession:
    - Eviction History;
    - Damage to rental units; and
    - Other aspects of tenancy history, including criminal history for adult members of the household.

# Cincinnati Metropolitan Housing Authority's Jurisdiction

## Hamilton County, Ohio



## Rental Connection



1pm-3pm Tuesdays  
at 1635 Western Avenue

### Voucher Holders

**Are you looking for a new affordable home? Do you need a connection to property owners?**

- Meet potential property owners
- View unit photos
- Fill out applications
- Schedule a unit walk through
- Photo ID required
- Doors open at 1pm and event ends at 2pm

***Voucher holders do not need to register.***

### Property Owners

**Do you have available units? Are you looking for a **FREE** way to share details of your property?**

- Showcase available units
- Meet potential tenants
- Bring applications, brochures and photos to share
- Units must be in Hamilton County
- Space is limited to 20 owners
- Set-up between 12:45 and 1pm
- **Registration is requested**

**[www.cintimha.com/calendar](http://www.cintimha.com/calendar)**



Revised April 2025

## Opportunity Zones City of Cincinnati

