

# Information Packet



AUGUSTA HOUSING AUTHORITY

**Section 8**

**Family**

**Briefing**

# **Chapter 1: General Program Information**

## **Introduction**

This briefing packet states the obligations of a participant family under the Section 8 Housing Choice Voucher Program. Your housing assistance comes to you as part of a federal government program, and as such is regulated by federal law. Upon signing your voucher, you have agreed to comply with the obligations stated in this packet. Failure to fulfill your obligations under the Section 8 Housing Choice Voucher Program is grounds for termination of your housing assistance.

## **Welcome To The Housing Choice Voucher Program**

Your family has been selected to participate in the Augusta Housing Authority's Section 8 Housing Choice Voucher Program. Enclosed in this packet are general forms and documents relative to the Section 8 Housing Choice Voucher Program. These items will be discussed during the briefing. Though covered in the briefing, these forms and documents should be read carefully and should be kept in a secure place with the rest of your family's important housing documents and papers.

The rules and regulations will change from time to time depending on legislation enacted by Congress and formulated into rules and regulations by the U.S. Department of Housing and Urban Development (HUD). The Augusta Housing Authority will try its best to make participants in the Section 8 Housing Choice Voucher Program aware of these changes.

After reading this information and if you have any questions, please contact the Housing Choice Voucher Program staff at [phaadm@augustapha.org](mailto:phaadm@augustapha.org) or 706-724-5466.

## **The Section 8 Housing Choice Voucher Program**

The Section 8 Housing Choice Voucher Program was authorized by Congress and offered a new way of providing subsidized housing. Instead of constructing buildings that must be managed and maintained, Congress decided to allow families to choose a unit from the private housing market. Families could lease in their current residence or locate a new dwelling unit, if the dwelling unit met HUD requirements.

The Augusta Housing Authority's goal is to provide excellent service to the families and the owners/agents participating in the Section 8 Housing Choice Voucher Program. This agency will make every effort to inform owners/agents of the program rules, and to advise owners/agents of how these rules affect them.

The administration of the Augusta Housing Authority's Section 8 Housing Choice Voucher Program shall be in compliance with its Personnel Policy, Administrative Plan, Equal Housing Opportunity Plan, and the U.S. Department of Housing and Urban Development's Section 8 regulations, as well as all federal, state, and local Fair Housing Laws and Regulations.

## **Responsible Parties Within The Section 8 Housing Choice Voucher Program**

The Section 8 Housing Choice Voucher Program consists of a three-way partnership among the Augusta Housing Authority, the family or tenant, and the owner or landlord of the rental housing unit. The owner/agent and family execute a lease agreement which governs the tenancy. The Augusta Housing Authority and the owner/agent execute a Housing Assistance Payments Contract which governs the payments made to the owner/agent on behalf of the family and other requirements outlined in the rules, regulations, and procedures.

## **Terms For The Section 8 Voucher Holder**

Eligible families are selected from the Augusta Housing Authority waiting list to participate in the Section 8 Housing Choice Voucher Program. When funding is available, the Augusta Housing Authority will issue a Voucher to applicants whose eligibility has been determined. The issuance of vouchers shall be within the dollar limitation of the budget. The family is assigned a voucher and is requested to search for suitable housing. A copy of the Voucher is attached for guidance.

The Voucher is issued for an initial term of sixty (60) calendar days. The issue date and expiration date are stated in items number 2 and 3 on the voucher form. Requests for extensions can be requested by the family. The request must be made in writing in accordance with the policy and procedures set forth by the Augusta Housing Authority. No extension will be granted to the family if the request is not received within the designated time. The family's voucher shall expire after a total of one-hundred twenty (120) calendar days.

It is important that the owner/agent work with the family by getting the housing unit ready to meet the Housing Quality Standards (HQS). If the unit meets HQS upon the initial inspection, the family may move into the unit before the expiration of the voucher term. If the unit does not meet HQS, however, this can impose time constraints upon the family to locate suitable housing in a timely manner.

## **Chapter 2: Selection Of A Family To Receive Rental Assistance**

After a family has been selected from the waiting list, the family must complete several steps before the family can receive rental assistance from the Augusta Housing Authority's Section 8 Housing Choice Voucher Program.

- Final eligibility is determined.
- Family is issued a Voucher.
- Briefing of the family.
- Family finds a place to live.
- Owner/Agent approves family.
- Housing authority approves the unit and lease.
- HAP Contract and the lease are signed.
- HAP are made to the owner/agent.

### **Final Eligibility Is Determined**

After a family is selected from the waiting list, the family's total annual income and household composition are reviewed for final eligibility. Third party verification is required from the family in order to document the household information claimed on the initial application. In addition, other documents and certifications are signed by the family.

### **Family Is Issued A Voucher**

Eligible families are selected from the Augusta Housing Authority waiting list to participate in the Section 8 Housing Assistance Payments (HAP) Program. The family is assigned a voucher and is requested to search for suitable housing. A copy of the Voucher is attached for guidance.

The Voucher is issued for an initial term of sixty (60) calendar days. The issue date and expiration date are stated in items number 2 and 3 on the voucher form. Requests for extensions can be requested by the family. The request must be made in writing in accordance with the policy and procedures set forth by the Augusta Housing Authority. The written request should be received ten (10) calendar days prior to the expiration of the initial term of the voucher. The request shall explain the reason why an extension is warranted. Extensions may not be granted to the family if the request is not received within the designated time. The family's voucher shall expire after a total of one-hundred twenty (120) calendar days.

It is important that the owner/agent work with the family by getting the housing unit ready to meet the Housing Quality Standards (HQS). If the unit meets HQS upon the initial inspection, the family may move into the unit before the expiration of the voucher term. If the unit does not meet HQS, however, this can impose time constraints upon the family to locate suitable housing in a timely manner.

### **Briefing Of The Family**

All newly selected families from the waiting list are required to attend a briefing session. At the briefing session, the family is issued a Voucher. The family is also given a briefing packet that provides the information the family needs in order to be successful in the search for suitable housing. This document is called a Briefing Packet and it explains how the program works.

## Chapter 3: Steps To Finding A Rental Unit

Having a good place to live is important. The Augusta Housing Authority will assist your family in renting a good place to live through the Section 8 Housing Choice Voucher Program.

Your family should be a smart consumer and take into consideration some of the following when searching for a place to live: the condition of the unit (is it well maintained and clean); whether the rent is reasonable for the location and condition of the unit; the expected cost of tenant-paid utilities; whether the unit is energy efficient; whether the unit is located in a high poverty or high crime area; and the proximity to public transportation, places of employment, schools, and shopping.

### Step 1: Search For A Rental Unit

Families should look in the following places during their search for housing:

1. Check the classified section of the local newspaper under Houses for Rent or Lease and Apartments for Rent or Lease.
2. Check bulletin boards in laundromats, supermarkets, credit unions, etc.
3. Check with friends or neighbors. They may know of places that are available.
4. Look for yard signs in the area where you want to live that offer "House for Rent".
5. Check with local Apartment Finder Agencies or Real Estate Offices or Rental Agencies.  
Warning: You may be required to pay a fee and payment of a fee is no guarantee that you will find satisfactory housing.

Once a family finds a unit that they are interested in renting, the family should ask the following questions of the prospective owner/agent:

1. The name, address, and telephone number of the owner or agent.
2. The full address of the home.
3. The number of bedrooms in the home.
4. The amount of rent charged for the home.
5. What, if any, utilities are included in the rent. Do they supply garbage service or water?
6. Any special restrictions the landlord has, such as pets?

If the housing unit might be what you are looking for, ask for an appointment to see it. Be sure to keep the appointment and be on time. You may want to arrive early to look around the neighborhood.

The Augusta Housing Authority maintains a copy of the Owner and Real Estate Agency Listing of owners who have stated a willingness to participate in the Augusta Housing Authority's Section 8 Housing Choice Voucher Program. Attached is a copy of the Owners and Real Estate Agencies who are actively participating in the Section 8 Housing Choice Voucher Program. You are not restricted to the owners/agents on the list that the Augusta Housing Authority has provided to your family. Your family may be aware of an owner/agent who wishes to rent a unit under the Section 8 Housing Choice Voucher Program.

If your family elects to select an owner/agent who has not previously participated with the Housing Choice Voucher Program, your family must have the owner/agent contact the Administration Department to set up an appointment to discuss program requirements. The Augusta Housing Authority will discuss owner/agent eligibility requirements in person or by telephone. Your family should not bring a new owner/agent in with you during your family briefing. The Augusta Housing Authority will meet with owners/agents only by appointment.

The Augusta Housing Authority does not pre-qualify units or owners/agents for the listing; therefore, your family should not assume that all units on the list will meet HQS and rent requirements. Some properties are superior to others with respect to meeting HQS guidelines while others lack desirability. Your family must determine the quality of the housing based on what the Augusta Housing Authority has told you in the briefing and the **A Good Place To Live!** publication.

## **Step 2: Owner/Agent Approves The Family**

If you find a unit you like and the rent, including utilities, is under the Fair Market Rent/Payment Standard ceiling, contact your case manager and submit a **Form HUD-52517, Request For Tenancy Approval** packet to your case manager. The Administration Department staff will make an appointment with the owner/agent to further explain the program, answer any questions, and complete a housing inspection. If the housing unit is approved, a lease will be drawn up between you and the owner/agent. Please refer to the enclosed HUD publication entitled **A Good Place To Live**.

The family may be eligible to receive assistance at the unit in which the family is currently living. The unit must pass the HQS inspection, be the appropriate size for the family, and have a reasonable rent as determined by the housing authority.

For new families, the owner/agent has a right to inquire into a family's previous rental history. Most property owners, manager, or agents may ask the family to complete an application. They will also check on your past rental history and credit to determine tenancy. Owners/Agents may deny the family a housing unit if the family has a previous history of not fulfilling its obligations under a lease agreement.

## **Step 3: Inspection And Approval Of The Housing Unit**

Before approving a unit, the Augusta Housing Authority will inspect the unit for compliance with the Housing Quality Standards (HQS) as promptly as possible after the owner/agent indicates the unit is ready for inspection. All utilities must be connected, and appliances must be installed before the inspection can be completed.

If there are defects or deficiencies which must be corrected in order for the unit to be decent, safe and sanitary, the owner/agent will be advised by the Augusta Housing Authority of the work required to be done. Before a HAP Contract is executed, the unit must be re-inspected to ascertain the necessary work has been performed and that the unit is decent, safe and sanitary. Occupancy of a unit that requires repairs may be assisted through the Section 8 Housing Choice Voucher Program only after such repairs have been completed.

**Caution: If a family moves into a unit prior to the execution of the HAP Contract between the owner/agent and the Augusta Housing Authority, the family is doing so at its own risk. The Augusta Housing Authority will not be obligated to make a payment to the owner/agent during this period.**

## **Step 4: Signing Of HAP Contract And Lease Agreement**

If the Augusta Housing Authority determines that a unit which an eligible family wishes to lease is in decent, safe, and sanitary condition, that the rent is approvable, the Augusta Housing Authority will approve the lease agreement between the family and the owner/agent. The Augusta Housing Authority

encourages owners/agents who do not have a lease agreement that contains the required and prohibited lease provisions to review a copy of HUD's model lease at [www.hud.gov](http://www.hud.gov).

The Augusta Housing Authority will review the owner's/agent's lease agreement to determine if the lease complies with state and local law. The Augusta Housing Authority may decline to approve the tenancy if the lease does not comply with state and local law.

Once the lease agreement has been executed and submitted to the housing authority, the Augusta Housing Authority will notify the owner/agent that the HAP Contract is being prepared to be executed or signed. The HAP Contract and the lease shall specify what utilities and appliances are to be supplied by the owner/agent, and what utilities and appliances are to be supplied by the family. The owner/agent and the family are always required to maintain utility services.

## **Step 5: Family Moves Into The Housing Unit**

The family is now a Section 8 Housing Choice Voucher Program participant. The family may move into the housing unit and the Augusta Housing Authority will start making housing assistance payments to the owner/agent. The owner/agent shall receive his payment on or about the first of the month.

## **Neighborhood Associations**

You are now a tenant in a neighborhood of your choice. You, members of your household, and all guests must conduct themselves in a manner that will not interfere with the rights, comforts, and convenience of other residents, or create a nuisance to the community. Section 8 Housing Choice Voucher Program families are expected to abide by the rules of the neighborhood associations and other ordinances of the neighborhood.

Your conduct and the conduct of every member of your household will determine if you can remain in the Section 8 Housing Choice Voucher Program and continue receiving housing assistance. Here are some of the most common reminders for families.

- \* Only those persons listed by the Augusta Housing Authority as a part of the approved household composition can live in the unit.
- \* No guests or visitors may stay longer than the length of time stipulated in the lease agreement and housing authority rules. Guests or visitors who stay longer must be reported, in writing, to the assigned case manager.
- \* No littering on the property. Trash should be disposed in appropriate containers. The outside appearance of the unit and surrounding property must be maintained in accordance with your lease.
- \* No illegal drugs permitted in any unit or on any part of the property.
- \* No illegal or criminal activity permitted in any unit or on any part of the property including, but not limited to, drug related criminal activity.
- \* No loud noises or playing of loud music on the property.
- \* No pets or animals are allowed in any unit or on any part of the property unless the owner/agent permits it in the lease.
- \* No unlicensed, inoperable, or "junk" motor vehicles on the property.
- \* No repairing or testing of motor vehicles on the property unless written permission has been granted by the owner/agent.
- \* No storing of inoperable old appliances or other furniture on the property.

The Augusta Housing Authority will track complaints received from citizens wishing to file complaints about possible lease violations and program abuse. Be aware that the Augusta Housing Authority follows up on all written complaints, maintains files, and pursues termination action against households that have poor records.



## Chapter 4: Owner/Agent Selection & Participation

When a new owner/agent decides to participate in the Augusta Housing Authority's Section 8 Housing Choice Voucher Program, the owner/agent should place the property on the property listing maintained by the Section 8 Housing Choice Voucher Program.

### Owner's/Agent's Request For Participation In The Program

The owner/agent may pick up a **Request For Property Listing Form** and a **Request For Owner's Information Form** from the housing authority central office in order to place a unit on the Section 8 Housing Choice Voucher Program. The central office is located at the J. Madden Reid Administrative Building, 1435 Walton Way, Augusta, Georgia. The owner/agent must return these forms to the office so that voucher holders can be directed to the vacant unit(s). Sample forms are attached for your guidance. In addition, owners/agents can also list the available unit at the [www.gosection8.com](http://www.gosection8.com) website.

Owners/Agents must provide the current mailing address of their residence or business. Owners/Agents must provide an Employer Identification Number (EIN) or Social Security Number (SSN). Owner/Agent must also submit proof of ownership of the property, such as a deed, and a copy of the Management Agreement if the property is managed by a management agent.

Once the forms are received by the Augusta Housing Authority, a staff person will call to obtain more detailed information about the property if necessary. The vacant unit must meet the Housing Quality Standards (HQS) before a Section 8 Housing Choice Voucher Program participant is eligible to lease the unit with housing assistance. Since this office may need to contact owners/agents from time to time, owners/agents must be sure there is a daytime telephone number and email address where he/she can be reached between the hours of 8am to 6pm.

### Disapproval of Owner/Agent

The Augusta Housing Authority will not approve a unit if the housing authority has been informed by HUD or otherwise that the owner/agent is debarred, suspended, or subject to limited denial of participation in the housing programs.

The Augusta Housing Authority will further deny an owner/agent to participate in the housing program for any of the following reasons:

1. The owner/agent has violated obligations under the housing assistance payments contract under the Section 8;
2. The owner/agent has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
3. The owner/agent has engaged in drug related criminal activity or any violent criminal act;
4. The owner/agent has a history or practice of non-compliance with the Housing Quality Standards for units leased under federal housing programs;
5. The owner/agent has a history or practice of renting units that fail to meet state or local housing codes; or
6. The owner/agent has not paid state or local real estate taxes, fines or assessments.

## **Renting To Relatives**

The Section 8 Housing Choice Voucher Program limits the circumstances under which an owner could lease a unit with housing assistance to a relative of the owner. The Augusta Housing Authority will not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family; unless it is determined that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. The owner may be notified in writing of the Augusta Housing Authority's decision to refuse an owner's participation in the Housing Choice Voucher Program unless the lease was effective prior to June 17, 1998.

## **Responsibilities Of The Owner**

The owner is responsible for performing all the owner's obligations under the voucher and the lease. The owner is also responsible for the following:

1. Performing all management and rental function for the assisted unit.
2. Performing all ordinary and extraordinary maintenance.
3. Complying with equal opportunity requirements.
4. Preparing and furnishing to the Augusta Housing Authority information required under the HAP contract.
5. Collecting family's rent.
6. Paying for utilities and services (unless paid directly by the family).

Any owner may contract with any private or public entity to perform for a fee the services required by the above paragraph of this section; provided that such a contract shall not shift any of the owner's responsibilities or obligations.

## **Owner/Agent Screens Tenant**

The Augusta Housing Authority selects eligible families for participation in the Section 8 Housing Choice Voucher Program in accordance with federal regulations. The Augusta Housing Authority is not permitted to establish selection criteria based on the applicant's suitability.

The Augusta Housing Authority's selection of an applicant for participation in the Section 8 Housing Choice Voucher Program is not a representation by the Augusta Housing Authority to the owner/agent concerning either the family's expected behavior as a tenant or its suitability as a tenant. The owner/agent selects the tenant for occupancy of a unit. If requested in writing, the Augusta Housing Authority will give the potential landlord the family's current and prior address as shown in the Augusta Housing Authority's records; and the name and address (if known by the Augusta Housing Authority) of the landlord at the family's current and prior address. The same types of information will be supplied to all potential landlords at their written request.

## **Housing Discrimination**

The Augusta Housing Authority will not provide assistance where the family alleges that illegal discrimination, on grounds of race, color, religion, sex, national origin, age, familial, or handicap is preventing it from finding a suitable unit. In this case, the Augusta Housing Authority will provide the family with a copy of the HUD-prescribe form for use in filing a housing discrimination complaint. If an owner/agent violates the Fair Housing laws, the owner/agent may be denied participation in the Section 8 Housing Choice Voucher Program and may have discrimination charges brought against him or her. It is in the owner's/agent's best interest to utilize the same method of screening and selection for all renters and to keep complete documentation.

## **Reasonable Modifications And Accommodations**

Owners/Agents cannot discriminate against families with disabilities and should be aware of their obligations to make reasonable modifications to the unit for such families, at the family's expense, as required for all persons with disabilities under the Fair Housing Act for the private rental market.

Also, if you or a member of your family has a disability that requires an accommodation or adjustment to the Section 8 Housing Choice Voucher Program rules, policies, practices or services, you have the right to request a reasonable accommodation or modification. The Augusta Housing Authority will try to approve the request if you can show that you or a member of your family has a disability that requires a reasonable accommodation or modification, and your request is reasonable.

To file a request, you should call your assigned case manager to request a Request For Reasonable Accommodation Form. If you need help completing this form or need to file a request using an alternate format, the Augusta Housing Authority will assist you.

## **Chapter 5: The Lease Agreement**

In order for a family to receive assistance under the Section 8 Housing Choice Voucher Program, the family must execute a lease agreement with the owner/agent who will participate in the program.

### **Lease Agreement**

If the Augusta Housing Authority determines that a unit which an eligible family wishes to lease is in decent, safe, and sanitary condition, that the rent is reasonable, the Augusta Housing Authority will notify the family and the owner/agent that a lease can be executed between the two parties. The Augusta Housing Authority may review the owner's/agent's lease to determine if the lease complies with state and local law. The housing authority will decline a lease that does not comply with state and local law. The Augusta Housing Authority encourages owners/agents who do not have a lease agreement that contains the required and prohibited lease provisions to review a copy of HUD's model lease at [www.hud.gov](http://www.hud.gov).

The lease and the HAP Contract must specify what utilities and appliances and optional services are to be supplied by the owner/agent, and what utilities and appliances and optional services are to be supplied by the family. This information must correspond to the Request for Tenancy Approval.

The term of the lease shall begin on a date stated in the lease, and shall continue until:

1. A termination of the lease by the owner/agent in accordance with the terms.
2. A termination of the lease by the family in accordance with the lease.
3. A mutual agreement between the owner/agent and family to terminate the lease.
4. A termination of the HAP contract by the Augusta Housing Authority.
5. A termination of assistance for the family by the Augusta Housing Authority.

The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the Housing Assistance Payments (HAP) Contract between the owner and the Augusta Housing Authority. The Augusta Housing Authority's failure to pay the housing assistance payment to the owner/agent is not a violation of the lease between the family and the owner/agent.

During the terms of the lease agreement, the owner/agent may not terminate the tenancy of the family for nonpayment of the Augusta Housing Authority housing assistance payment.

### **Offer Of New Lease By Owner/Agent To Family**

The owner/agent may offer the family a new lease for execution by the family for a term beginning at any time after the first year of the term of the lease. The owner/agent shall give the tenant written notice of the offer, with copy to the Augusta Housing Authority, at least thirty (30) days before the proposed commencement date of the new lease term. The offer may specify a reasonable time limit for acceptance by the family.

### **Lease Termination Or Move Out By Family**

The family may terminate the lease at any time without cause, after the term of the lease, in accordance of the lease provisions with a written notice by the family to the owner/agent. The family should provide a copy of the notice to the Augusta Housing Authority. The family should not move out of the unit before the proper notification is given to the Augusta Housing Authority and the owner/agent. The notification must be approved by the Augusta Housing Authority.

## **Absence From The Unit**

The family may be absent from the housing unit for brief periods. Absence means that no member of the family is residing or living in the unit. For longer periods of absence, the family must notify the housing authority of the family's intent on being absent from the unit and the reason(s) for the absence. However, the family may not be absent from the unit more than 30 consecutive calendar days in any circumstance or for any reason. The housing assistance payments terminate if the family is absent from the unit for longer than the maximum period permitted. The term of the HAP contract and the assisted lease also terminate.

## **Termination of Tenancy By Owner/Agent**

The owner/agent shall not terminate the lease or tenancy for a family except for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease;
2. Violation of federal, state, or local law which impose obligations on the tenant in connection with the occupancy or use of the dwelling unit and surrounding premises;
3. Criminal activity or alcohol abuse; or
4. Other good cause.

If the owner/agent terminates a family's lease, the owner/agent must give the family a written notice that specifies the grounds for termination of tenancy. The notice of the grounds must be given at or before commencement of the eviction action. Owner/Agent eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner/agent must give the Augusta Housing Authority a copy of any owner/agent eviction notice to the family. The owner/agent may only evict the family from the unit by instituting a court action.

The owner/agent must give the family and the Augusta Housing Authority a notice of housing assistance payments contract termination if the owner/agent terminates the tenancy for other good cause that is a business or economic reason or at the expiration of the housing assistance payments contract.

Housing assistance payments terminate when the lease is terminated by the owner/agent in accordance with the lease. If the owner/agent has commenced the eviction process against the family, and the family continues to reside in the unit, the Augusta Housing Authority shall continue to make housing assistance payments to the owner/agent in accordance with the HAP contract until the owner/agent has obtained a court judgment or other process allowing the owner/agent to evict the family. The Augusta Housing Authority may continue such payments until the family moves from or is evicted from the unit.

## **Lease In Relations To The HAP Contract**

If the Housing Assistance Payment Program Contract is terminated for any reason, the lease agreement terminates automatically. The Augusta Housing Authority will not make any payments to the owner/agent on behalf of the family once the HAP Contract is terminated for whatever reason.

## **Tenancy Addendum**

The owner's/agent's lease must include word-for-word all provisions of the U.S. Department of Housing and Urban Development (HUD) prescribed **Tenancy Addendum**. A tenancy addendum means the language required by HUD. A copy of the Tenancy Addendum is attached for guidance. The Tenancy Addendum shall be supplied by the Augusta Housing Authority. If there is a conflict between the tenancy addendum and the lease, the provisions required by the HUD Tenancy Addendum shall prevail.

## **Security Deposit**

The owner/agent may collect a security deposit in accordance with state and local law; however, the security deposit may not be in excess of general market practice or amount collected from unassisted tenants. The family should make sure that plans have been made in advance to have money available for the security deposit.

If a family vacates the contract unit, the owner/agent, subject to state and local law, may use the security deposit, including any interest on deposit, in accordance with the lease, as reimbursement for any unpaid Tenant Rent, damages to the unit, or other amount which the family owes under the lease. The owner/agent must give the tenant and the Augusta Housing Authority a written list of all items charged against the security deposit, and the amount of each item.

If the family vacates the unit owing no rent or other amount under the lease consistent with state or local law or if such amount is less than the amount of the security deposit, the owner/agent shall refund the full amount or the unused balance to the family.

## **Are You Moving?**

If a family wants to move to another unit, you should make sure that you honor the terms of the lease agreement and leave on good terms with the property owner/agent. Before you move from the unit, you should make sure that the unit is in the same condition as it was at the time of move in. In addition, you should make sure that your rent and other charges have been paid.

Again, before you move, you should make sure that the housing unit is in good condition and that your rent has been paid in full. Make sure the following things are done:

- \* Repair any damages made by you, your family, or guests.
- \* Make sure that ALL the walls and doors are clean.
- \* Replace any broken or missing curtain rods, light fixtures or globes, electrical outlet covers, and light switches and covers.
- \* Remove all your possessions from the unit and clean the entire unit, including vacuuming or steam cleaning the carpet.
- \* Remove all trash and debris, old vehicles, and appliances from the yard.
- \* Have your utilities turned off.
- \* Return all your keys to the owner/agent.
- \* Make sure you conduct a move-out inspection with the owner/agent to determine any outstanding repair needs to the unit.

## **Chapter 6: Housing Assistance Payments (HAP) Contract**

The Housing Assistance Payments Contract is a contract between the Augusta Housing Authority and an owner/agent, in the form prescribed by the U.S. Department of Housing and Urban Development (HUD). A copy of the Contract is attached for your guidance.

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

In the Housing Assistance Payments Contract, the owner/agent agrees to lease a unit to a specified eligible family and the Augusta Housing Authority agrees to make housing assistance payments under the Housing Choice Voucher Program to the owner/agent on behalf of the family.

The monthly housing assistance payment by the Augusta Housing Authority must be credited by the owner/agent towards the monthly rent payable by the family to the owner/agent under the lease. The amount of the monthly housing assistance payments to the owner/agent may not exceed the amount of the monthly rent payable by the family to the owner/agent under the lease (and the owner/agent must immediately return any excess payment to the family and must provide proof of the payment to the Augusta Housing Authority). The Augusta Housing Authority has no duty to pay the owner/agent any balance of the monthly rent in excess of the housing assistance payment.

The HAP contract will not be executed until the Augusta Housing Authority approves the unit and the lease has been executed.

### **Housing Assistance Payments To Owner/Agent**

Housing Assistance Payments will be paid to the owner/agent by the Augusta Housing Authority for a unit under lease by an eligible family in accordance with the terms of the Housing Assistance Payments Contract. The payment is the difference between the Contract Rent and the Tenant Rent. An additional payment is made by the Augusta Housing Authority to the family when the Utility Allowance is greater than the Total Tenant Payment.

If an eligible family vacates the unit in violation of the lease, the owner/agent will receive the housing assistance payment due under the contract for the month in which the family vacates the unit as the unit remains vacant.

If the owner/agent evicts a family, the owner/agent will not be entitled to any payment under this section unless the Augusta Housing Authority determines that the owner/agent complied with all requirements concerning lease terminations, the contract, and all applicable state and local laws. If the owner/agent evicts a tenant through the court system, the owner/agent is entitled to payments from the Augusta Housing Authority if the tenant is physically in the housing unit.

### **Housing Assistance Payment Computation**

The Augusta Housing Authority uses the Payment Standard Schedule (See page 18, Payment Standards) to determine the appropriate payment standard for a family, based on the family size and the AHA's occupancy standards. Once the AHA determines the appropriate payment standard amount from the schedule, the AHA subtracts 30 percent of the family's monthly adjusted income to arrive at the

maximum monthly housing assistance payments that the AHA will make to the owner/agent on behalf of the family.

For example, if a family qualifies for a one-bedroom Voucher under the AHA's occupancy standards and has monthly adjusted income of \$500, and the payment standard amount for a one-bedroom housing voucher is \$764, the housing assistance payment of the family is the payment standard (\$764) minus 30 percent of the family's monthly adjusted income (\$150) which is \$614. The Augusta Housing Authority must also compute the '**minimum rent**' calculation in the following paragraph.

The housing assistance payment may not be more than the amount by which the rent to owner/agent plus any applicable utility allowance exceeds 10 percent of the family's monthly gross income. Except for the minimum rent calculation, actual rent to the owner/agent for a unit does not affect the amount of the housing assistance payment.



## Chapter 7: Rents

This chapter will discuss the different types of rent that are applicable to the Section 8 Housing Choice Voucher Program. It is important that owners/agents understand the importance of each rent type and the affect they have on the family's portion of the rent to owner and the housing authority's portion to the rent to owner.

### Fair Market Rents

Fair Market Rent is the rent, including utilities (except telephone and cable), ranges and refrigerators, and all maintenance, management, and other services, which would be required to be paid in order to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. The current Fair Market Rent by bedroom size for the Augusta Area (Section 8 Existing Certificate Program) effective **October 1, 2020** is as follows:

<u>Bedroom Size</u>	<u>Fair Market Rent</u>
1 - Bedroom	\$ 708
2 - Bedroom	\$ 815
3 - Bedroom	\$1,108
4 - Bedroom	\$1,411

The Fair Market Rents are changed only by the U.S. Department of Housing and Urban Development, and the changes are published in the Federal Register, usually on an annual basis.

### Rent To Owner

The Rent to Owner is the total amount of rent specified in the Housing Assistance Payments Contract as payable to the owner by the family and by the Augusta Housing Authority on the family's behalf. A family should not make any other payment to the owner for rent than is specified by the Augusta Housing Authority.

### Gross Rents

The Gross Rent for any existing housing unit approved shall not exceed the Fair Market Rent applicable to such unit on the date of the lease approval. Gross rent is the total monthly cost of housing an eligible family, which is the sum of the rent to owner and any Utility Allowance. In the case of rental of only a manufactured home space, the gross rent also includes the family's monthly payment to amortize the purchase price of the manufactured home.

## **Rent Reasonableness**

The Augusta Housing Authority must certify for each unit it approves a lease that the Rent to Owner for such unit is:

1. Reasonable in relation to rents currently being charged for comparable units in the private unassisted market, considering the location, size, type, quality, amenities, facilities and management, and maintenance service of such unit.
2. Not in excess of rents currently being charged by the owner/agent for comparable unassisted units in the premises. The owner/agent must give the housing authority any information requested by the agency on rents charged by the owner/agent for other units in the premises or elsewhere.

The Augusta Housing Authority must redetermine the reasonable rent when required in accordance with HUD requirements. The housing authority may redetermine the reasonable rent at any time.

## **Total Tenant Payment**

The Total Tenant Payment (TTP) is the portion of the Gross Rent payable by an eligible family participating in the Section 8 Housing Choice Voucher Program. The TTP shall be the highest of the following, rounded to the nearest dollar:

- (1) 30 percent of monthly adjusted income,
- (2) 10 percent of monthly income, or
- (3) \$50.00

The monthly adjusted income is one-twelfth (1/12) of the annual adjusted income, and the monthly income is one-twelfth (1/12) of the annual income.

## **Tenant Rent**

Tenant Rent is the amount payable monthly by the family as rent to the owner. Where all utilities (except telephone and cable) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. Where some services are not supplied by the owner and the cost thereof is not included in the amount as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

## **Maximum Initial Rent Burden Determination**

Your family may not pay more than forty percent (40%) of the adjusted monthly income toward the initial rent for a unit. This limit applies only at the time of initial leasing of a unit, not thereafter. This includes any move from one unit to another unit while under the program. For example:

* Annual Adjusted Income	\$15,000
* Divided By 12 months	\$ 1,250
* 40% Limit	1,250 X 40% = \$500

The 40% rent burden limitation is not intended to apply to a family who rents a unit at or below the payment standard, and whose Total Tenant Payment (TTP) exceeds 40% of adjusted income. This means that the 40% rule does not apply to families whose gross rent (rent to owner plus utility allowance) is at or below the payment standard for the unit size listed on the voucher, even though the family may pay more than 40% of adjusted income towards rent and utilities. This rule only applies when the gross rent is greater than the payment standard.

According to this example, the maximum a family can pay towards rent is \$500.00 per month for the initial year. A representative from the housing authority will make this calculation for the family when the family either moves onto the Section 8 Housing Choice Voucher Program or when the family desires to move to a new unit.

**The family should not move into the housing unit until after the Augusta Housing Authority approves the unit, approves the lease and executes the HAP Contract for the unit. If the family moves in before the approval of the unit and the documents are not signed, the family is responsible for the full portion of the rent until such time the AHA enters the HAP Contract with the owner/agent. The AHA will start making payments on behalf of the family on the unit effective the date indicated on the contract.**

### **Annual Adjustment For Rent**

Upon request by the owner/agent, an Annual Adjustment will be considered as of the anniversary date of the lease in accordance with the most recent published Annual Adjustment Factors published in the Federal Register. The owner/agent must request the increase, in writing, at least sixty (60) calendar days before the expiration of the anniversary date.

### **Payment Standards**

A voucher payment standard schedule is a list of the payment standard amounts used to calculate the housing assistance payment for each unit size in the Augusta Housing Authority jurisdiction. The current Augusta Housing Authority Payment Standards effective **October 1, 2020** are as follows:

- 1 - Bedroom Payment Standard is \$764
  - 2 - Bedroom Payment Standard is \$880
  - 3 - Bedroom Payment Standard is \$1,190
  - 4 - Bedroom Payment Standard is \$1,533
- Payment Standard for 30907 Zip Code:
- 1 - Bedroom Payment Standard is \$778
  - 2 - Bedroom Payment Standard is \$925
  - 3 - Bedroom Payment Standard is \$1,263
  - 4 - Bedroom Payment Standard is \$1,629

The Augusta Housing Authority uses the above Payment Standard Schedules to determine the appropriate payment standard for a family, based on the family size and composition and the occupancy standards.

### **Side Payments For Rent**

The U.S. Department of Housing and Urban Development (HUD) has conveyed to us its serious concerns about violations of the Section 8 Housing Choice Voucher Program requirements. The HUD Office of Inspector General (IG) has identified cases of fraud by Public Housing Agencies (PHAs) and their employees, owner/agents, and tenants participating in the Section 8 Housing Choice Voucher Program.

To provide housing assistance to as many needy families as possible, all participants in this HUD sponsored program must properly utilize government funds and follow agency policy requirements. Incidences of fraud, willful misrepresentation, or intent to deceive the Section 8 Housing Choice Voucher

Program are criminal acts. If a landlord is suspected of committing any fraudulent actions, the housing authority is required to refer the matter to the proper authorities for appropriate action. This could lead to an investigation of the allegation and could result in the landlord and/or family being accused of a federal crime. The landlord and/or family could also be terminated from participation in the program.

Some examples of fraud involving landlords and families identified by the IG's investigations include:

1. Requiring extra (side) payments in excess of the family's share of the rent. As you know, any payment in excess of the rent must receive prior approval by the housing authority.
2. Collecting assistance payments for units not occupied by Section 8 tenants.
3. Bribing AHA employees to certify substandard units as standard.

The Augusta Housing Authority urges you to report any violations of the Section 8 Housing Choice Voucher Program. These violations should be reported immediately rather than continue non-compliance with program requirements.

In addition, the Augusta Housing Authority is writing to tenants who are receiving Section 8 Housing Assistance requesting their assistance in preventing abuses of the program. The Augusta Housing Authority will take any action warranted to ensure that cases of fraud are prevented or prosecuted and are working with HUD to accomplish this task.

The family must not pay extra (side) payments to owners/agents to reside in an assisted unit. Side payments are payments made in excess of the family's share of the rent. The family should only pay the rent to owner as determined by the housing authority. If the family pays side payments to the owner, the family is committing fraud and is subject to the termination of their assistance from the Section 8 Housing Choice Voucher Program.

If an owner/agent, with agreement of the family, decides to collect payments from the family for such other items as a washer or dryer, the owner/agent and family should enter into a formal agreement concerning these additional payments.

If you have any questions or know of any violations of fraud committed by another person, including AHA employees, tenants, or owners/agents, please contact the Director of Administration at 706-724-5466.

### **Utility Allowances**

If your family selects a unit where you will have to pay utilities, your family will be given (on paper) a utility allowance to offset the expected cost of the utilities that your family will have to pay. The amount your family pays will be the Total Tenant Payment (TTP) less the appropriate utility allowance.

The Augusta Housing Authority is required, at least annually, to revise its utility allowances in accordance with federal regulations. The Augusta Housing Authority must determine if there has been a substantial change in utility rates or other charges that would require an adjustment in any utility allowance on the utility allowance schedule. The allowances and other charges are revised based on actual consumption data. Revised allowances and other charges are established for electricity, gas, water and sewer, and garbage collection for dwelling units by category and unit size to approximate a reasonable consumption of utilities by a household of modest circumstances consistent with the requirements of a safe, decent, sanitary, and healthful living environment.

The Augusta Housing Authority must determine if the adjustments to the utility allowances and other charges affect the amount of housing assistance paid on behalf of the family by recalculating the minimum rent.

## **Chapter 8: Maintenance And Unit Inspections**

The owner/agent must maintain the housing unit and premises in accordance with the Housing Quality Standards at all times. Maintenance and replacement must be in accordance with the standard practice for the building concerned as established by the owner/agent. See Chapter 9, Housing Quality Standards Requirements.

### **General Maintenance**

The owner/agent shall provide all the services, maintenance, and utilities which the owner/agent agrees to provide under the Housing Assistance Payments Program Contract and Lease Agreement, subject to termination of housing assistance payments or other applicable remedies if the owner/agent fails to meet these obligations.

### **Initial Inspections**

The Augusta Housing Authority will conduct an initial inspection on each housing unit when an owner/agent decides to participate in the Section 8 Housing Choice Voucher Program. The owner/agent should correct all deficiencies before the unit is presented to the Augusta Housing Authority for inspection. This will prevent delays in the beginning of the family's rental assistance. The family and owner/agent will be advised to notify the Augusta Housing Authority once repairs are completed.

### **Biennial Inspections**

The Augusta Housing Authority will also inspect the dwelling unit leased to the family at least biennially to assure the owner/agent is meeting the obligation to maintain the unit in decent, safe, and sanitary conditions and to provide the agreed upon utilities and other services.

### **Special Inspections**

In addition to the initial and biennial inspections, the Augusta Housing Authority will inspect the dwelling unit leased to the family at such other times as may be necessary to assure the owner/agent meets the obligation to maintain the unit in decent, safe, and sanitary condition and to provide the agreed upon utilities and other services. The Augusta Housing Authority will consider complaints from the family or the owner/agent and any other information coming to its attention in scheduling special inspections.

If the owner/agent fails to maintain a dwelling unit in decent, safe, and sanitary condition, the Augusta Housing Authority may exercise any of its rights and remedies under the HAP Contract, including termination of the housing assistance payments (even if the family continues in occupancy) and termination of the Contract. If the Augusta Housing Authority makes a determination to terminate the Contract and the family wants to move to another dwelling unit with assistance under the Section 8 Housing Choice Voucher Program, the Augusta Housing Authority will issue another Voucher to the family (unless the Augusta Housing Authority denies the issuance of the Voucher in accordance with federal regulations).

If the Augusta Housing Authority determines that the unit does not meet Housing Quality Standards, the Augusta Housing Authority will notify the owner/agent in writing and provide a reasonable amount of

time to make repairs. If the repairs are not made within the prescribed time period, the Augusta Housing Authority may abate payments to the owner/agent. The abatement is effective from the day after the date of the failed re-inspection. The tenant is required to pay only their portion of the rent if the Augusta Housing Authority abates the HAP.

### **Quality Control Inspections**

HUD requires a housing authority supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS.

The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include (1) each type of inspection (initial, annual/biennial, and special), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

## **Chapter 9: Housing Quality Standards (HQS) Requirements**

Before the Augusta Housing Authority will make payments to an owner/agent on behalf of the family, the unit must meet HUD's minimum Housing Quality Standards (HQS). These standards have been implemented by HUD nationwide to ensure that all assisted units under the Section 8 Housing Choice Voucher Program meet the minimum health and safety standards. The owner/agent must prepare the unit for inspection, participate in the inspection with the housing authority, and make repairs promptly.

### **Area Covered Under HQS**

There are eight (8) areas that must be reviewed for Housing Quality Standards compliance by a housing authority inspector:

- \* Living room
- \* Kitchen
- \* Bathroom
- \* Other Rooms Used For Living
- \* Secondary Rooms (Not Used For Living)
- \* Building Exterior
- \* Heating and Plumbing
- \* General Health and Safety

After the HQS inspector has inspected the unit, the inspector must provide the owner/agent a summary decision or rating for the unit in accordance with HUD rules and regulations.

### **Summary Decision Or Rating On Unit**

When an inspector completes an inspection of a unit, the inspector will record the findings on Form HUD 52580, Inspection Checklist Section 8 Tenant-Based Assistance Voucher Program. The inspector will rate the unit as Pass, Inconclusive, or Fail.

The term "Pass" means that the condition of the unit meets the minimum requirement for federal, state, and/or local laws.

The term "Inconclusive" means that more information is needed for the inspector to make a determination on the inspection. For example, if the utilities are not on in the unit when the inspection is made, the inspector will mark the inspection checklist "Inconclusive" until the utilities are on and verified.

The term "Failed" means that the condition of the unit does not meet the minimum requirements and must be brought up to the standard prior to the tenant receiving housing assistance for the unit from the Augusta Housing Authority.

The fail items will be reported to the owner/agent in writing. An itemized listing of the work items will be given to the owner/agent in writing and placed in the Landlord Portal. The fail items must be corrected and verified prior to the execution of a new Housing Assistance Payments Contract or any future payments are made on an existing unit in which the housing authority is performing an inspection.

## Housing Quality Standards Inspection Checklist Items

The HQS inspector will use the Form HUD-52580, Inspection Checklist Housing Choice Voucher Program, when conducting the inspections. The following is a listing of the conditions that **must** be verified by the HQS inspector.

### Living Room

- \* Is there a living room present?
- \* Are there at least two working outlets or one working outlet and one working light fixture?
- \* Is the room free from electrical hazards?
- \* Are all windows and doors that are accessible from the outside lockable?
- \* Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken windowpanes?
- \* Are the walls, ceilings and floors in good condition and free from hazardous defects?
- \* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and no intact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

### Kitchen

- \* Is there a kitchen present?
- \* Are there at least one working outlet and one working, permanently installed light fixture?
- \* Is the kitchen free from electrical hazards?
- \* Are all windows and doors that are accessible from the outside lockable?
- \* Are all windows free of signs of severe deterioration or missing or broken windowpanes?
- \* Are the walls, ceilings and floors in good condition and free from hazardous defects?
- \* Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period?
- \* Is there a kitchen sink that works with hot and cold running water?
- \* Is there space to store, prepare, and serve food?
- \* Is there a working oven, and a stove (or range) with top burners that work? If no oven and if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?
- \* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and no intact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

### Bathroom

- \* Is there a bathroom present?
- \* Is there at least one permanently installed light fixture?
- \* Is the bathroom free from electrical hazards?
- \* Are all windows and doors that are accessible from the outside lockable?
- \* Are all walls, ceilings and floors in good condition and free from hazardous defects?
- \* Is there a working toilet in the unit for the exclusive private use of the family?
- \* Is there a working, permanently installed wash basin with hot and cold running water in the unit?
- \* Is there a working tub or shower with hot and cold running water in the unit?
- \* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and no intact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?
- \* Are there operable windows or a working vent system?



### **Other Rooms Used For Living And Halls**

- \* If used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If not used as a room for sleeping, is there a means of illumination?
- \* Is the room free from electrical hazards?
- \* Are all windows and doors that are accessible from the outside lockable?
- \* If used as a bedroom, is there at least one window? Are all windows free of signs of severe deterioration or missing or broke-out windowpanes?
- \* Are walls, ceilings and floors in good condition and free from hazardous defects?
- \* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and non-intact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?
- \* Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of National Fire Protection Act of 1974?
- \* In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

### **All Secondary Rooms (Rooms Not Used For Living, Such As A Laundry Room or Storage Room)**

- \* Are all windows and doors that are accessible from the outside lockable?
- \* Are all these rooms free from electrical hazards?

### **Building Exterior**

- \* Is the foundation sound and free from hazards?
- \* Are all the exterior stairs, rails, and porches sound and free from hazards?
- \* Are the roofs, gutters, and downspouts sound and free from hazards?
- \* Are exterior surfaces sound and free from hazards?
- \* Is the chimney sound and free from hazards?
- \* If the building was built prior to 1978. Are painted surfaces which are up to 5 feet from the ground or floor and readily accessible to children free of defective paint? If there is a child under 6 years of age with elevated blood level, are the intact and no intact paint on protruding chewable surfaces which are up to 5 feet from the ground or floor and readily accessible to children under 6 years of age lead-free or adequately treated?
- \* If the unit is a manufactured home, is it properly placed and tied down?

### **Heating And Plumbing**

- \* Is the heating equipment or system capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- \* Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?
- \* Does the unit have adequate ventilation and cooling by means of operable windows or a working cooling system?
- \* Is the hot water heater located, equipped, and installed in a safe manner?
- \* Is the unit served by an approved public or private sanitary water supply?
- \* Is plumbing free from major leaks or corrosion that caused serious and persistent levels of rust or contamination of the drinking water?
- \* Is plumbing connected to an approved public or private disposal system, and is it free from sewer back-up?

### **General Health And Safety**

- \* Can the unit be entered without having to go through another unit?
- \* Is there an alternative fire exit from this building that is not blocked and meets local or state regulations as an acceptable exit?
- \* Is the unit free from rats or severe infestation by mice or vermin?
- \* Is the unit free from heavy accumulation of garbage or debris inside and outside?
- \* Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?
- \* Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?
- \* Do all elevators have a current inspection certificate?
- \* Is the unit free from abnormally high levels of air pollution from vehicular exhaust? Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the tenants?

### **Most Common Fail Items**

The inspector must locate and identify all repairs that are needed to be done in the unit. Below is a list of some of the most failed items that are found during an inspection. Any deficiencies should be corrected prior to an inspection.

1. All utilities must be on for the inspection.
2. Peeling exterior and interior paint.
3. Missing or inoperable smoke detector. One detector is required on each level.
4. Railings missing. Handrails are required at four (4) or more steps. Porch rails are required on porches over 30" high.
5. Outlet cover plates missing, broken or very loose. Outlets improperly wired.
6. Leaking plumbing fixtures. Missing gas traps at pipes.
7. Missing, improper covers on hot water heaters and furnaces. Missing temperature pressure relief valves (TPR). Drain line must be 6" off floor in unoccupied area.
8. Inoperable bathroom fan or no bathroom ventilation.
9. Missing or inoperable refrigerator; missing, cracked or broken vegetable bins, brackets; worn gaskets; missing or broken handles; etc.
10. Missing or inoperable ranges; inoperable burners on ranges or inoperable range hoods; and missing burner control knobs.
11. Cracked or broken windowpanes.
12. Tripping hazards caused by floor coverings such as carpeting.
13. Inoperable light fixtures.
14. Large holes in the walls.
15. Loose or inoperable commodes; and leaking toilets at base or supply line.
16. Loose doorknobs, hinges, deadbolts (missing screws), loose striker plates or missing strike plates.
17. Missing or broken window locks on the first-floor windows or other windows accessible from the outside.
18. Evidence of leaks at walls or ceilings.
19. Fireplaces must be secured or certification provided that the fireplace is in good working condition.
20. Missing or torn window screens.
21. Lawn is not properly maintained which includes high grass, trash and debris, inoperable vehicles and appliances and other furniture in the yard.

The owner/agent should prepare the unit for inspection and make all repairs as promptly as possible. For any additional information on the most common fail items, contact an inspector in the Administration Department.

## **Housing Quality Standards Minimum Requirements**

Housing assisted under the Augusta Housing Authority's Section 8 Housing Choice Voucher Program must meet the Housing Quality Standards (HQS) as outlined in 24 Code of Federal Regulations (CFR) 982.401. Before the Augusta Housing Authority can make a payment to the owner/agent on behalf of a family, the unit must meet HUD's minimum HQS.

Many houses, apartments, and other dwelling units built before 1978 have paint that contains lead (called Lead-Based Paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. Federal law requires that individuals receive certain information before renting or leasing pre-1978 housing. Owners/Agents must disclose known information on lead-based paint hazards before leases take effect. Leases shall include a federal form about lead-based paint. See Form EPA747-K-12-001, Protect Your Family From Lead In Your Home, January 2020.

The owner/agent is required to notify and certify to the Section 8 participant of any known lead-based paint in the dwelling unit. In addition, the owner's/agent's certification to the participant must be maintained in the tenant file that is kept by the owner/agent. A copy of the certification should be sent to the Augusta Housing Authority for the Section 8 participant record.

Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excluding crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 72 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 72 (or successor standards).

## **Ineligible Units**

The Augusta Housing Authority may not assist a unit under the voucher program if the unit is a public housing or Indian housing unit; a unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f); nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories; units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit.

## **Chapter 10: Family Obligations**

The family is required to participate in several activities during the year. These activities include the recertification of the family's income and household composition, inspection of the unit, and annual adjustment to the rent to owner.

### **Recertification Of The Family**

The Augusta Housing Authority is required by federal law to recertify each family at least annually. The family is required to provide to the housing authority information pertaining to family income, deductions to family income, and family composition. A change in the family's income will affect the amount of the family's payment to the owner. This will affect the portion of the Rent to Owner that is paid by the family, but this does not affect the total amount received by the owner/agent from both the family and the Augusta Housing Authority.

The Augusta Housing Authority will provide advance written notice to the owner/agent and the family if the family's portion of the rent changes. Shortly after the recertification process has been completed, the housing authority will mail a letter entitled "Rent Change Letter" to the family and the owner/agent stating the portion of the rent to be paid by the tenant and the housing authority to the owner/agent.

If a family fails to cooperate with the recertification process, it could result in the loss of the family's rental assistance. The Augusta Housing Authority will notify the family and the owner/agent in writing of the family's housing assistance payments being terminated.

### **Assistance With Inspections Of The Unit**

The Augusta Housing Authority must inspect every unit participating under the Section 8 Housing Choice Voucher Program at least biennially. A letter will be mailed to the owner/agent and family notifying them of the schedule date and time for the biennial inspection. The family must assist the housing authority with the inspection of the unit by making the unit available for inspection. Written notice will be given to the family and the owner/agent of the results of the inspection. If the unit does not pass inspection, the owner/agent will be given a reasonable number of days to complete the repairs.

The family is responsible for any repairs that are the result of damage caused by the family or guest beyond normal wear and tear. The family is also responsible for the operation of tenant-supplied utilities and appliances.

The owner/agent is responsible for ensuring the unit meets HQS during the term of the Housing Assistance Payment Contract. This requirement is explained in the housing assistance program contract. If the unit does not meet HQS at any time, the housing authority will notify the owner/agent in writing of any repairs that need to be completed. The owner/agent will be given a reasonable amount of time to complete the repairs. If the repairs are not made within the time period allowed, the housing authority will abate, suspend, or terminate payments. If payments are abated, the tenant is still required to pay only their share of the rent to owner/agent. The tenant is not responsible for paying the portion of the rent to owner/agent the housing authority does not pay because the unit did not pass re-inspection.

It is of utmost importance that the owner/agent is aware of the condition of their unit at all time and to make repairs as soon as possible when the repairs are reported or discovered.

## **Obligations and Responsibilities of the Family**

As a participant in the Section 8 Program, the family has certain obligations and responsibilities as listed below:

1. The family must supply any information, certifications and release information that HUD or the AHA determines is necessary in the administration of the program. This includes any required evidence of citizenship or eligible immigration status.
2. The family must supply any information requested by HUD or the AHA for use in regularly scheduled examinations or interim examinations.
3. The family must disclose and verify social security numbers (as provided by 24 CFR Part 750) and must sign and submit consent forms for obtaining information with 24 CFR Part 760 and Part 813.
4. Any information provided by the family must be true and complete.
5. The family is responsible for a breach in Housing Quality Standards (HQS) which is caused by (a) tenant-supplied utilities (b) appliances furnished by the tenant or (c) tenant damages to the unit or premises beyond normal wear and tear.
6. The family must allow the AHA to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of lease.
8. The family must notify the AHA and the owner before moving out of the unit or terminating the lease on notice to the owner.
9. The family must give the AHA a copy of any eviction notices promptly.
10. Use and Occupancy of the unit:
  - a. The family must use the assisted unit for residence by the family, and as the only residence for the family.
  - b. All family members residing in the unit must be approved by the AHA.
  - c. The family must notify the AHA of any birth, adoption or court awarded custody.
  - d. The family must request approval from the AHA to add any other member to the household.
  - e. The family must promptly notify the AHA if any family member moves out.
  - f. If the AHA has given approval, a foster child or live-in aide may reside in the unit.
  - g. Household members may engage in legal profit-making activities if they do not interfere with the primary use of the unit as a residence.
  - h. The family must not sublease or let the unit.
  - i. The family must not assign the lease or transfer the unit.
11. The family must supply any information requested by the AHA to verify that the family is living in the unit, including any information on the purpose(s) of family absences. The family must promptly notify the AHA of absences from the unit.
12. The family must not have any interest in the unit.
13. The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in conjunction with the programs.
14. The members of the family may not engage in drug-related criminal activity or violent criminal activity.
15. Members of the family may not receive Section 8 assistance while receiving another type of housing assistance either for the same unit or for a different unit.
16. The family must notify the AHA in writing of changes in income and family composition within 10 days of their occurrence.
17. Members of the family and all guests must conduct themselves in a manner that will not interfere with the rights, comforts and convenience of other residents, or create a nuisance to the community.
18. The family should not move into a unit until after the AHA approves the unit. If the family moves into the unit before AHA's approval of the unit, the family is responsible for the full portion of the rent until the unit passes the HQS Inspection.
19. The family must not pay extra (side) payments to owners/agents to reside in an assisted unit. Side payments are payments made in excess of the family's share of the rent.
20. The family should contact the assigned case manager with any questions regarding the Section 8 Program.

## **Chapter 11: Grounds For Denial Or Termination Of Assistance**

Termination of assistance for a participant may include any or all of the following: refusing to enter into a HAP contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, including termination, suspension or reduction of housing assistance payments or termination of the HAP contract.

### **Grounds For Termination Of Assistance**

The Augusta Housing Authority at any time may deny program assistance for an applicant, or terminate program assistance to a participant, for any of the following grounds:

1. If the family violates any obligations under the program;
2. If any member of the family has ever been evicted from federally assisted housing in the last five years;
3. If another Housing Authority has ever terminated assistance under the program for any member of the family.
4. If any member of the family commits drug-related criminal activity or violent criminal activity.
5. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
6. If family currently owes rent or other amounts to the AHA or another housing authority in connection with Section 8 or public housing assistance under the 1937 Housing Act.
7. If the family has not reimbursed any housing authority for amounts paid to an owner/agent under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
8. If the family breaches an agreement with a housing authority to pay amounts owed to a housing authority, or amounts paid to an owner/agent by a housing authority.
9. If a family participating in the FSS Program fails to comply, without good cause, with the family's FSS Contract of Participation.
10. If the family has engaged in or threatened abusive or violent behavior toward AHA personnel.
11. If any family member fails to sign and submit consent forms for obtaining information.
12. If the family fails to submit evidence of citizenship or eligible immigration status.
13. If a Welfare-to-Work (WTW) family fails, willfully and persistently, to fulfill its obligations under the Welfare-to-Work Voucher Program.

### **Informal Hearing**

Once a Section 8 Housing Assistance Payments Program Contract has been signed on your behalf, you are considered a participant and you have the right to a written notice and an information review if your assistance is terminated or reduced. You and your counsel or representative will have the opportunity to question any adverse witnesses, examine evidence, and present testimony in your favor. Prompt written notice of the final decision will be given and will state the legal and evidential grounds for the decision. You will be given an opportunity to examine, before the informal hearing, any documents that are directly relevant to the hearing. You will be allowed to copy any such documents at your expense.

## Chapter 12: Occupancy/Subsidy Standards

The US Department of Housing and Urban Development requires the Augusta Housing Authority to establish **Occupancy/Subsidy Standards** which allow this agency to determine the number of bedrooms required for families of different sizes and compositions.

### Information On Occupancy/Subsidy Standards

These standards must provide use of the smallest number of bedrooms necessary to house a family while avoiding overcrowding.

The Augusta Housing Authority Section 8 Housing Choice Voucher Program enters on the Voucher the smallest number of bedrooms consistent with recommended Occupancy Standards but will grant justifiable exception from the standards due to age, sex, health, or handicap of family members, or other individual circumstances. Requests for exceptions to the Occupancy Standards must be made in writing and necessary documentation and verifications must be provided by the applicant or participant so that a proper determination can be made by the Augusta Housing Authority.

### Determination of Bedroom Size

For each family, the Augusta Housing Authority determines the appropriate number of bedrooms under the Augusta Housing Authority 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 unit the family must lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the Augusta Housing Authority determines family unit size:

- The subsidy standards must provide for the **smallest** number of bedrooms needed to house a family without overcrowding. One bedroom will be generally assigned for each two family members.
- 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 woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the Augusta Housing Authority to reside in the unit to care for a family member who is disabled) must be counted in determining the family unit size. No additional bedrooms are provided for the aide's family;
- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, as determined under the Augusta Housing Authority subsidy standards.

The Augusta Housing Authority will assign one bedroom for each two persons within the household, except in the following circumstances:

Persons of the opposite sex (other than spouses and children under age 6) will be allocated separate bedrooms.

Persons of different generations will not be required to share a bedroom. A generation is defined as a body of living beings constituting a single step in the line of descent from an ancestor (the average length of time between the birth of parents and the birth of their children which is around 20-30 years).

Live-in aides will be allocated a separate bedroom. No additional bedroom will be provided for the live-in aide's family

Single person families will be allocated a zero or one bedroom.

Foster children will be included in determining unit size if they will be in the unit for more than 12 months.

The Augusta Housing Authority will reference the following chart in determining the appropriate voucher size for a family:

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

### Live-In Aide

A live-in aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The Augusta Housing Authority must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

The income of a live-in aide is not counted in the calculation of annual income for the family [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all the criteria defining a live-in aide. Because live-in aides are not *family* members, a relative who serves as a live-in aide would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near elderly, or disabled family member. If the live-in aide is approved, the family and live-in aide may be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.



The Augusta Housing Authority has the discretion not to approve a person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The person commits drug-related criminal activity or violent criminal activity; or

The person currently owes rent or other amounts to the Augusta Housing Authority or to another Public Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, the Augusta Housing Authority will notify the family of its decision in writing.

In addition, the family is required to notify the Augusta Housing Authority when the live-in aide is no longer needed to assist the family.

A family may select an acceptable unit with a smaller or larger number of bedrooms, provided the unit meets the space requirements of the recommended Housing Quality Standards and the Occupancy Standards as set forth in this policy. Regardless of the number of bedrooms selected by the family, the Augusta Housing Authority will only provide subsidy up to the Voucher size approved by the agency.

## Chapter 13: Income Sources

The gross amount (before deductions) of any money that your family receives from any source is counted as income.

### Income Sources

Family income includes, but is not limited to some of the following types:

- \* Wages from employment
- \* Self-employment wages
- \* PHA wages
- \* Child Support Payments
- \* Regular gifts or contributions
- \* Interest from checking, savings accounts, and investments
- \* Help from family or friends
- \* Temporary Assistance For Needy Families (TANF)
- \* Social Security
- \* Supplemental Security Income (SSI)
- \* Pensions
- \* Military pay
- \* Unemployment benefits
- \* Any other sources of income

Your family is required to report any change in your family's income (and/or family structure/composition) within **ten (10) calendar days**. These changes **may** result in a change (increase or decrease) in the rent your family is obligated to pay to the owner/agent.

If your family fails to report an increase in income from a new source in a timely manner, the family may be required to repay rental assistance payment that have been made to the owner/agent on the family's behalf. In addition, the family may be terminated from the Section 8 Housing Choice Voucher Program for fraud. The family is still responsible for the monies owed to the Augusta Housing Authority if rental assistance is terminated.

The Augusta Housing Authority is required to project or "anticipate" income for the coming twelve (12) months based on the written verifications which your family has provided and AHA has received from other sources. Based on your family's specific situation, you may be eligible for certain deductions from income. Some examples of such deductions are as follows: elderly family (\$400); medical expenses if the Head or spouse is elderly, disabled or handicapped; or dependents (\$480).

When your family income has been projected and deductions for which your family is eligible allowed, the Augusta Housing Authority will determine your family's adjusted annual income. This amount is multiplied by 30% and divided by 12 months to determine your family's Total Tenant Payment (TTP).

## Chapter 14: Portability Procedures & Information

Portability is simply a term which means mobility or the ability to move. Under the Section 8 Housing Choice Voucher Program, you may make certain decisions concerning where you wish to live. Although the outcomes of individual mobility programs vary by housing authority, there are common experiences of increased family satisfaction with neighborhood safety and schools, and increased job opportunities in areas that are low-poverty census tracts (40% of the persons for whom poverty status is determined have incomes below the poverty level). Further, preliminary evidence shows that the children of families moving to the suburbs reach higher levels of school achievement.

### Terms:

PHA	The Public Housing Authority
Initial PHA	The PHA who initially certifies or assists the family
Receiving PHA	The PHA that proposes to certify or assist the family

The family can move with a Voucher anywhere in the United States to the jurisdiction of a PHA administering the Section 8 Housing Choice Voucher Program.

The portability feature of the Voucher may be used if the family is living within the jurisdiction of the PHA at the time of application for assistance. Also, portability may be used during the first year after admission if either the Head of Household or Spouse of an assisted family already had a "domicile" (legal residence) in the jurisdiction of the PHA at the time when the family first submitted an application for participation in the PHA program. Unless agreed to by the Initial and Receiving PHA, if the above conditions are not met, the family must lease a unit in the jurisdiction of the PHA for at least twelve (12) months from the beginning of the lease in order for the portability option to apply.

The Initial PHA is responsible for determining whether the family is income eligible in the area where the family wants to lease a unit. If the Receiving PHA opts to conduct a new reexamination, it may not delay issuing the family a Voucher or otherwise delay the approval of a unit unless the recertification is necessary to determine income eligibility.

If the family is not a current participant in the Initial PHA's Voucher program, the applicable income limit for admission is the applicable income limit in the jurisdiction of the Receiving PHA. The family may only lease a unit in an area where the family is income-eligible in the jurisdiction of the Receiving PHA.

After you have received your Voucher, you may have a desire or find a need to move to another location. If the need to use portability is necessary, the family must make the request in writing in order for the housing authority to discuss the portability requirements, allow the execution of the required documentation, and arrange for the transfer of the family's information to the Receiving PHA.

The family should provide the name, address, and contact number for the PHA 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, the AHA will advise the family that the family must select the receiving PHA. The AHA will further inform the family that if the family prefers not to select the receiving PHA, the AHA will select the receiving PHA on behalf of the family.

The AHA 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. The Receiving PHA may elect to absorb the family into its Housing Choice Voucher Program or bill the Initial PHA.

## **Chapter 15: Family Self-Sufficiency (FSS) Program**

The Family Self-Sufficiency (FSS) Program was established by the Augusta Housing Authority to promote economic independence, self-sufficiency, and freedom from dependence on various governmental assistance programs. All current Section 8 families are eligible to participate in the Family Self-Sufficiency Program. The head of household and/or all family members age eighteen (18) or older are eligible to participate.

Each participating family or family member will sign a Contract of Participation (COP) that spells out the services to be provided and the obligation the family or family member agrees to undertake. (Form HUD-52650, Family Self-Sufficiency Program Contract of Participation and Individual Training and Services Plan). The family is provided the appropriate support services and resources in Augusta-Richmond County needed to move the family toward economic self sufficiency. The Contract of Participation is for a five-year period with an extension for an additional two years. If the family fails to comply with the contract, housing assistance and FSS services may be withheld or withdrawn.

While participating in the FSS Program, the family may be eligible to save for the future by accruing escrow. If the family has an increase in earned income during the contract, the Augusta Housing Authority will establish an interest-bearing escrow savings account for the family. Whenever there is a rent increase due to earned income of the family member(s), the family will pay their portion toward the Contract rent and the housing authority will credit a part or the same amount to the family's escrow account. Upon successful completion of the Contract of Participation, the family is entitled to the amount which has been placed into escrow, minus any money owed to the housing authority.

If you are interested in participating in the FSS Program, contact the Family Self-Sufficiency/Homeownership Coordinator.

## **Chapter 16: Program Withdrawal And Expiration**

In many instances, the housing assistance for a family is terminated because the family no longer desires the aid of the Section 8 Housing Choice Voucher Program. In addition, the family may disqualify themselves based on the family exceeding the income limit for the program. In either case, the family is properly processed for assistance termination by the housing authority.

### **Program Withdrawal**

Families may decide to withdraw from the Section 8 Housing Choice Voucher Program after receiving assistance for an extended period. The reasons may vary depending on family circumstances (marriage, inheritance, lottery proceeds, employment, etc.). The family must provide written notification to the Augusta Housing Authority and the owner/agent of its decision to withdraw from the Section 8 Housing Choice Voucher Program. The family should be sure about this decision before the notice is given to all parties.

The waiting list for the Augusta Housing Authority's Section 8 Housing Choice Voucher Program is very long. It may take several years for a family's name to be re-selected from the waiting list if housing assistance is needed in the future. It is to the family's advantage to consult with a housing authority representative before deciding to withdraw from the Section 8 Housing Choice Voucher Program. The family would have to re-apply for housing assistance if housing is desired in the future.

### **Expiration Of Housing Assistance Payments Contract**

Depending on a family's income, the family may still be eligible for some rental assistance under the Section 8 Housing Choice Voucher Program. If a family has an increase in income that causes the family's portion of the assistance payment to equal or exceed the amount of the Rent to Owner (contract rent), the family will be responsible for paying the full amount of the rent.

If the family remains in the unit, however, the HAP Contract with the owner/agent will remain in effect for 180 calendar days after the last housing assistance payment is made to the owner/agent by the Augusta Housing Authority on behalf of the family. During the 180 days period, your family is still considered to be on the Section 8 Housing Choice Voucher Program. The Augusta Housing Authority will not make any housing assistance payments during this period. If your family has a reduction in income during this period, the Augusta Housing Authority will begin payments to the owner/agent based on the family's current income. An interim recertification will have to be completed to determine the amount the family and the housing authority are responsible for paying to the owner/agent.

## **Chapter 17: Conclusion**

The Augusta Housing Authority's Section 8 Housing Choice Voucher Program is designed to assist eligible families with their housing needs. It is important that the family cooperates with the Augusta Housing Authority and the owner/agent in meeting their housing needs.

## Forms And Documents

The following forms and documents are attached for your guidance for the Section 8 Housing Choice Voucher Program.

- Notice To Families & Owners/Agents
- Steps To Finding A Rental Unit
- Housing Choice Voucher
- Request For Tenancy Approval
- Housing Assistance Payments Contract
- Tenancy Addendum
- Housing Discrimination Complaint Form
- Informal Hearing Policy
- A Good Place To Live Brochure
- Fair Housing Brochure
- Notice To Applicants Applying For And Tenants Currently Receiving Section 214 Housing Assistance
- Protect Your Family From Lead In Your Home Brochure
- “Is Fraud Worth It?” (form HUD-1141-OIG)
- “What You Should Know about EIV”
- Owner and Real Estate Agency Listing
- Request For Owner’s Property Listing Form
- Request For Owner’s Information Form
- Portability Listing

## **Augusta Housing Authority Notice to Families & Owners/Agents**

Please be advised that the Augusta Housing Authority (AHA) will continue to enforce the rules and regulations as outlined by the U.S. Department of Housing and Urban Development and the Augusta Housing Authority. As a reminder, please keep the following rules in mind when conducting business with the AHA.

- **Side Payments** - The Housing Assistance Payments (HAP) Contract states that the Owner/Agent 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 as outlined in the HAP Contract. The Owner's acceptance of the side payments is contrary to the AHA's mission and may constitute fraud and/or abuse. If an Owner, Agent and/or family has committed this violation, AHA will impose restrictions and penalties in accordance to the seriousness of the offense.

The family must not pay extra (side) payments to owners/agents to reside in an assisted unit. If the family pays side payments to the owner/agent, the family is committing fraud and is subject to the termination of their assistance from the Section 8 Housing Choice Voucher Program.

- **Restrictions on Moves** – Permission will be denied if the family has violated a family obligation; the family owes the AHA money; the family has moved or been issued a Voucher within the last 12 months; and/or the family owes the Owner/Agent money for rent and/or damages.
- **Moving into a unit prior to Housing Quality Standards (HQS) Inspection** - The Owner/Agent should not allow the Family to move into the housing unit until the Augusta Housing Authority has approved the unit and the lease.
- **HQS Inspections** – Effective September 15, 2010, the AHA will list the responsible party for deficiencies on the HQS Inspection Letters. The Inspectors will check either the Resident, Owner or Both. Unless AHA has received a written request from the Resident or Owner/Agent requesting an extension to complete the repairs and AHA has approved the request, all deficiencies must be corrected within 30 days of the inspection regardless of the responsible party. If the deficiencies are not corrected within the required time period, AHA will either terminate the Housing Assistance Payments or Cancel the HAP Contract.
- **Rent Increases** – If the rental increase request was received by the AHA and the family at least 60 days prior to the HAP anniversary date and the amount requested is reasonable for comparable unassisted units in the area, the rental increase will be considered when the unit passes HQS Inspection. Rent to owner increases will not be approved if the unit is in a failed condition at the time of the inspection. If the requested amount is approved, the new rent will be effective on the following month for the duration of the contract period.
- **Timely Reporting of changes in Income and Family Composition** - Families are required to report all changes within ten (10) days of when the change occurs. If the change is not reported within the required time period, or the family fails to provide documentation or signature, it will be considered untimely reporting.



## ATTENTION HOUSING CHOICE VOUCHER HOLDERS

### You Have Rights If the Property You Are Renting Is Foreclosed Upon

On May 20, 2009, a new federal law protecting your rights as tenants became law. Housing Choice Voucher tenants have new rights regarding eviction from units that have been foreclosed upon. The person who owns your home after the foreclosure must follow these rules.

1. If you have a lease for a fixed term, such as a year, and the lease has not expired, and the unit you are leasing is foreclosed on, you have the right to remain in the unit and cannot be evicted until the end of your lease term. You can still be evicted at any time if you fail to pay your rent or violate the terms of your lease.
2. **Exception:** If you have a lease for a fixed term, the new owner can terminate your lease before the end of the term if the new owner wants to live in the unit as his primary residence. If this happens, the new owner **must** give you 90 days notice to vacate the unit. After receiving the notice, your lease ends 90 days later and you must move out of the unit. The new owner can do this even if your lease is longer than 90 days.
3. If the new owner wants the unit vacant before he sells it during the term of your lease, he or she does not have good cause to terminate your lease or evict you.
4. If you do not have a lease on the unit or live there under a lease terminable at will, then the new owner must give you 90 days notice to vacate the unit. After receiving the notice, your lease ends 90 days later and you must move out of the unit.

If the new owner tells you that you have to leave the unit, offers you money to leave, or gives you a notice of eviction, you should contact the Georgia Legal Services Program at 1-800-498-9469.

If you receive an improper notice to terminate your lease, you should give a letter to your landlord objecting to the termination before the date for termination in the notice you received AND you should pay your rent. If you do not pay your rent, your landlord can serve you with a notice to pay rent or quit under Georgia law.

If your landlord files an eviction complaint against you based upon the termination notice, you should put in your answer that the termination notice is improper because the landlord should have served you with a 90-days notice or could not evict until the lease expired under the Protecting Tenants at Foreclosure Act, Pub. L. No. 111-22, § 702 (2009). When you go to court in the eviction case, you should take with you copies of the letter you sent to your landlord, a copy of the new law that is attached to this notice and a copy of your written lease if you have one. The judge may not know about this law because it is so new, but if you tell the judge about the law, it is his or her legal responsibility to enforce it and make sure that you are not forced to move with less than 90 days notice or before the end of your lease term.

# **Augusta Housing Authority Housing Choice Voucher Program Steps To Finding A Rental Unit**

The Augusta Housing Authority will assist your family in renting a good place to live through the Housing Choice Voucher Program.

## **Step 1: Search for a rental unit**

Families should look in the following places during their search for housing:

1. Check the classified section of the local newspaper under Houses For Rent or Lease and Apartments for Rent or Lease.
  2. Check bulletin boards in laundromats, supermarkets, credit unions, etc.
  3. Check with friends or neighbors. They may know of places that are available.
  4. Look for yard signs in the area where you want to live that offer "House For Rent".
  5. Check with local Apartment Finder Agencies or Real Estate Offices or Rental Agencies.
- Warning: You may be required to pay a fee and payment of a fee is no guarantee that you will find satisfactory housing.

## **Step 2: Owner/Agent Approves The Family**

If you find a unit you like and the rent, including utilities, is under the Fair Market Rent/Payment Standard ceiling, contact your case manager in the Administration Department and submit a **Form HUD-52517, Request For Tenancy Approval**, and packet to your assigned case manager. The staff will make an appointment with the Landlord to further explain the program, answer any questions, and complete a housing inspection. If the housing unit is approved, a lease will be drawn up between you and the owner/agent. Please refer to the enclosed HUD publication entitled A Good Place To Live!

## **Step 3: Inspection And Approval Of The Housing Unit**

Before approving a unit, the Augusta Housing Authority will inspect the unit for compliance with the Housing Quality Standards (HQS) as promptly as possible after the owner indicates the unit is ready for inspection. All utilities must be connected, and appliances installed before the inspection can be completed.

If there are defects or deficiencies which must be corrected in order for the unit to be decent, safe, and sanitary, the owner will be advised by the Augusta Housing Authority of the work required to be done. Before a HAP Contract is executed, the unit must be re-inspected to ascertain the necessary work has been performed and that the unit is decent, safe, and sanitary. Occupancy of a unit that requires repairs may be assisted through the Section 8 Housing Choice Voucher Program only after such repairs have been completed.

**Caution:** If a family moves into a unit prior to execution of the HAP Contract between the owner and the Augusta Housing Authority, the family is doing so at its own risk. The Augusta Housing Authority will not be obligated to make a payment to the owner during this period.

## **Step 4: Signing Of HAP Contract And Lease Agreement**

If the Augusta Housing Authority determines that a unit which an eligible family wishes to lease is in decent, safe, and sanitary condition, that the rent is approvable, the Augusta Housing Authority will approve the lease agreement between the family and the owner/agent. The Augusta Housing Authority encourages owners/agents who do not have a lease agreement that contains the required and prohibited lease provisions to review a copy of HUD's model lease at [www.hud.gov](http://www.hud.gov).

The Augusta Housing Authority will review the owner's/agent's lease agreement to determine if the lease complies with state and local law. The Augusta Housing Authority may decline to approve the tenancy if the lease does not comply with state and local law.

Once the lease agreement has been executed and submitted to the housing authority, the Augusta Housing Authority will notify the owner/agent that the HAP Contract is being prepared to be executed or signed. The HAP Contract and the lease shall specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family. The owner/agent and the family are always required to maintain utility services.

### **Step 5: Family Moves Into The Housing Unit**

The family is now a Section 8 Housing Choice Voucher Program participant. The family may move into the housing unit and the Augusta Housing Authority will start making housing assistance payments to the owner/agent. The owner/agent shall receive his payment on or about the first of the month.

### **Neighborhood Associations**

You are now a tenant in a neighborhood of your choice. You, members of your household, and guests must conduct themselves in a manner that will not interfere with the rights, comforts, and convenience of other residents, or create a nuisance to the community. Section 8 families are expected to abide by the rules of the neighborhood associations and other ordinances of the neighborhood.

Your conduct and the conduct of every member of your household will determine if you can remain in the Section 8 Housing Choice Voucher Program and continue receiving Section 8 rental assistance. Here are some of the most common reminders for families.

- \* Only those persons listed on the Augusta Housing Authority certification and recertification forms are allowed to live in the unit.
- \* No guests or visitors may stay longer than the length of time stipulated in the lease agreement and housing authority rules. Guests or visitors who stay longer must be reported, in writing, to the assigned case manager.
- \* No littering on the property. Trash should be disposed in appropriate containers. The outside appearance of the unit and surrounding property must be maintained in accordance with your lease.
- \* No illegal drugs permitted in any unit or on any part of the property.
- \* No illegal or criminal activity permitted in any unit or on any part of the property including, but not limited to, drug related criminal activity.
- \* No loud noises or playing of loud music on the property.
- \* No pets or animals are allowed in any unit or on any part of the property unless the owner/agent permits it in the lease.
- \* No unlicensed, inoperable, or "junk" motor vehicles on the property.
- \* No repairing or testing of motor vehicles on the property unless written permission has been granted by the owner/agent.
- \* No storing of inoperable old appliances or other furniture on the property.

The Augusta Housing Authority will track complaints received from citizens wishing to file complaints about possible lease violations and program abuse. Be aware that the Augusta Housing Authority follows up on all complaints, maintain files, and pursues termination action against households that have poor records.

**Voucher**  
**Housing Choice Voucher Program**

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

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

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

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

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

7. Name of Public Housing Agency (PHA)	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)
8. Name and Title of PHA Official		

**1. Housing Choice Voucher Program**

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

**2. Voucher**

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

### 3. PHA Approval or Disapproval of Unit or Lease

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

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

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
1. The owner and the family must execute the lease.
  2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
  3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
1. The proposed unit or lease is disapproved for specified reasons, and
  2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

### 4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
  5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
  9. Request PHA written approval to add any other family member as an occupant of the unit.
  10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
  11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  2. Commit any serious or repeated violation of the lease.
  3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  5. Sublease or let the unit or assign the lease or transfer the unit.

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

#### **5. Illegal Discrimination**

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

#### **6. Expiration and Extension of Voucher**

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

# 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

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

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

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

**12. Owner's Certifications**

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

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

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

c. Check one of the following:

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

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

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

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

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)



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

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

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

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

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

**Instructions for use of HAP Contract**

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

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

**Part A Contract information (fill-ins).**

See section by section instructions.

**Part B Body of contract**

**Part C Tenancy addendum**

**Use of this form**

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

However, the PHA may choose to add the following:

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

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

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

**Use for special housing types**

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

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

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

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

**Section 4. Household Members**

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

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term.

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

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

**Section 6. Initial Rent to Owner**

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

**Section 7. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8. Utilities and Appliances.**

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

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

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

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**Part A of the HAP Contract: Contract Information**

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

**1. Contents of Contract**

This HAP contract has three parts:

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

**2. Tenant**

**3. Contract Unit**

**4. Household**

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

**5. Initial Lease Term**

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

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

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_  
During the initial lease term, the owner may not raise the rent to owner.

**7. Initial Housing Assistance Payment**

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

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

**8. Utilities and Appliances**

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

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

**Signatures**

**Public Housing Agency**

**Owner**

\_\_\_\_\_  
Print or Type Name of PHA

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Date (mm/dd/yyyy)

Mail payments to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, state, zip code)

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

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

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**Part B of HAP Contract: Body of Contract**

**1. Purpose**

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

**2. Lease of Contract Unit**

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

**3. Maintenance, Utilities, and Other Services**

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

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

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

**4. Term of HAP Contract**

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

assistance payments on behalf of family members who remain in the contract unit.

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

## 5. Provision and Payment for Utilities and Appliances

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

## 6. Rent to Owner: Reasonable Rent

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

## 7. PHA Payment to Owner

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

PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

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

## 8. Owner Certification

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

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

contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

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

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

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

**10. Owner's Breach of HAP Contract**

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

criminal act in connection with the mortgage or loan.

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

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

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

**12. Exclusion of Third Party Rights**

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

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

### 13. Conflict of Interest

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

### 14. Assignment of the HAP Contract

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

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

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

### 15. Reserved

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

**17. Entire Agreement: Interpretation**

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



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

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

**Part C of HAP Contract: Tenancy Addendum**

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

**7. Maintenance, Utilities, and Other Services**

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

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

## 8. Termination of Tenancy by Owner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. **Actual and Imminent Threats:**

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

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

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

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

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

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

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

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

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

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

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

**n. Confidentiality.**

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

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

#### **10. Eviction by court action**

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

#### **11. Owner notice of grounds**

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

#### **12. Lease: Relation to HAP Contract**

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

#### **13. PHA Termination of Assistance**

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

#### **14. Family Move Out**

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

#### **15. Security Deposit**

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

#### **16. Prohibition of Discrimination**

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

#### **17. Conflict with Other Provisions of Lease**

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

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

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

## 18. Changes in Lease or Rent

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

## 19. Notices

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

## 20. Definitions

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

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

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

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

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

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

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**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).

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**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.

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Department of  
Psychology  
University of  
California, San Diego

Psychology 035  
Introduction to Psychology

Psychology 040  
Developmental Psychology

Psychology 050  
Social Psychology



**For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont:**  
**NEW ENGLAND OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Room 321  
Boston, MA 02222-1092  
Telephone (617) 994-8320 or 1-800-827-5005  
Fax (617) 565-7313 • TTY (617) 565-5453  
E-mail: [Complaints\\_office\\_01@hud.gov](mailto:Complaints_office_01@hud.gov)

**For New Jersey and New York:**  
**NEW YORK/NEW JERSEY OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
26 Federal Plaza, Room 3532  
New York, NY 10278-0068  
Telephone (212) 264-1290 or 1-800-496-4294  
Fax (212) 264-9829 • TTY (212) 264-0927  
E-mail: [Complaints\\_office\\_02@hud.gov](mailto:Complaints_office_02@hud.gov)

**For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia:**  
**MID-ATLANTIC OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107  
Telephone (215) 656-0663 or 1-888-799-2085  
Fax (215) 656-3419 • TTY (215) 656-3450  
E-mail: [Complaints\\_office\\_03@hud.gov](mailto:Complaints_office_03@hud.gov)

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:**  
**SOUTHEAST/CARIBBEAN OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street, 16th Floor  
Atlanta, GA 30303-2808  
Telephone (404) 331-5140 or 1-800-440-8091  
Fax (404) 331-1021 • TTY (404) 730-2654  
E-mail: [Complaints\\_office\\_04@hud.gov](mailto:Complaints_office_04@hud.gov)

**For Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin:**  
**MIDWEST OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard, Room 2101  
Chicago, IL 60604-3507  
Telephone (312) 353-7776 or 1-800-765-9372  
Fax (312) 886-2837 • TTY (312) 353-7143  
E-mail: [Complaints\\_office\\_05@hud.gov](mailto:Complaints_office_05@hud.gov)

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:**  
**SOUTHWEST OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
801 North Cherry, 27th Floor  
Fort Worth, TX 76102  
Telephone (817) 978-5900 or 1-888-560-8913  
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595  
E-mail: [Complaints\\_office\\_06@hud.gov](mailto:Complaints_office_06@hud.gov)

**For Iowa, Kansas, Missouri and Nebraska:**  
**GREAT PLAINS OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Gateway Tower II  
400 State Avenue, Room 200, 4th Floor  
Kansas City, KS 66101-2406  
Telephone (913) 551-6958 or 1-800-743-5323  
Fax (913) 551-6856 • TTY (913) 551-6972  
E-mail: [Complaints\\_office\\_07@hud.gov](mailto:Complaints_office_07@hud.gov)

**For Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming:**  
**ROCKY MOUNTAINS OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
1670 Broadway  
Denver, CO 80202-4801  
Telephone (303) 672-5437 or 1-800-877-7353  
Fax (303) 672-5026 • TTY (303) 672-5248  
E-mail: [Complaints\\_office\\_08@hud.gov](mailto:Complaints_office_08@hud.gov)

**For Arizona, California, Hawaii, and Nevada:**  
**PACIFIC/HAWAII OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
600 Harrison Street, Third Floor  
San Francisco, CA 94107-1300  
Telephone (415) 489-6524 or 1-800-347-3739  
Fax (415) 489-6558 • TTY (415) 436-6594  
E-mail: [Complaints\\_office\\_09@hud.gov](mailto:Complaints_office_09@hud.gov)

**For Alaska, Idaho, Oregon, and Washington:**  
**NORTHWEST/ALASKA OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Room 205  
Seattle, WA 98104-1000  
Telephone (206) 220-5170 or 1-800-877-0246  
Fax (206) 220-5447 • TTY (206) 220-5185  
E-mail: [Complaints\\_office\\_10@hud.gov](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 (202) 708-0836 or 1-800-669-9777  
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: [www.hud.gov](http://www.hud.gov)

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PLACE  
POSTAGE  
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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 INFORMATION

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

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

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Your Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Best time to call

\_\_\_\_\_  
Your Daytime Phone No

\_\_\_\_\_  
Evening Phone No

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

\_\_\_\_\_  
Contact's Name

\_\_\_\_\_  
Best Time to call

\_\_\_\_\_  
Daytime Phone No

\_\_\_\_\_  
Evening Phone No

\_\_\_\_\_  
Contact's Name

\_\_\_\_\_  
Best Time to call

\_\_\_\_\_  
Daytime Phone No

\_\_\_\_\_  
Evening Phone No

## 1 What happened to you?

How were you discriminated against?

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

State briefly what happened.

# HOUSING DISCRIMINATION INFORMATION

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

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

Is it because of your:

• race • color • religion • sex • national origin • familial status (families with children under 18) • disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

## 3 Who do you believe discriminated against you?

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

Identify who you believe discriminated against you.

Name

Address

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

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

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

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

Enter the date

\_\_\_\_/\_\_\_\_/\_\_\_\_

Is the alleged discrimination continuing or ongoing?

Yes No

Signature

Date

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



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

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

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

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

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

<u>Keep this information for your records.</u>		
Date you mailed your information to HUD:	____/____/____	
Address to which you sent the information:		
Office	Telephone	
Street		
City	State	Zip Code

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



## ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

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

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

Alphonso Jackson  
Secretary

## HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

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

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

**THE HOUSING AUTHORITY OF THE CITY OF AUGUSTA, GEORGIA**  
**HOUSING ASSISTANCE PAYMENT PROGRAM**  
**REID ADMINISTRATION BUILDING**  
**1435 WALTON WAY**  
**706-724-5466**

**\*\*\*INFORMAL HEARING POLICY\*\*\***

**I. ELIGIBILITY OF HOUSING ASSISTANCE PAYMENTS PROGRAM PARTICIPANT FOR INFORMAL HEARING.**

The Housing Assistance Payments Program of the Augusta Housing Authority (AHA) **MUST** provide an opportunity for an **INFORMAL HEARING** if requested by the family, to consider whether the following decisions or determinations relating to the individual circumstances of the family are in accordance with the law, the U.S. Department of Housing and Urban Development's regulations and the rules and regulations of the AHA.

1. The AHA's determination of the amount of Total Tenant Payment or Tenant Rent (not including the AHA's Schedule of Utility Allowances for families participating in the Housing Assistance Payments Program).
2. A decision to deny or terminate assistance on behalf of the participant if the AHA is required to give the participant an Informal Hearing. If required, the Informal Hearing will be granted prior to the effective date of termination.
3. A determination that a participant family is residing in a unit with a larger number of bedrooms than appropriate under the AHA's unit size standards and AHA's determination to deny the family's request for an exception from the standards.
4. In the case of an assisted family that wants to move to another dwelling unit with continued participation in the AHA's program, a determination of the number of bedrooms entered on the Voucher under the standards established by the AHA.

When the AHA determines the amount of Total Tenant Payment or Tenant Rent as described in Paragraph 1. of this Section or determines the number of bedrooms entered on the Voucher of an assisted family that wants to move to another dwelling unit as described in Paragraph 4. of this Section, the AHA shall notify the participant that the participant may ask for an explanation of the basis of the AHA's determination and that if the participant does not agree with the determination, the participant may request an Informal Hearing on the decision.

**II. ELIGIBILITY FOR AN INFORMAL HEARING DOES NOT APPLY TO THE FOLLOWING TYPES OF DECISIONS.**

1. To review discretionary administrative determinations by the AHA or to consider general policy issues or class grievances.
2. To review the AHA's determination that a unit does not comply with the AHA's Housing Quality Standards (HQS) established in accordance with 24 CFR 982.554 and 982.555, that the Owner has failed to maintain or operate a Contract Unit to provide decent, safe and sanitary housing in accordance with HQS (including all services, maintenance and utilities required under the lease), or that the Contract Unit is not decent, safe and sanitary because of an increase in the family size or change in family composition.

3. To review a decision by the AHA to exercise any remedy against the Owner under an outstanding Contract including termination of Housing Assistance Payments to the Owner.
4. To review the AHA's decision not to approve a family's request for an extension of the terms of the Voucher issued to an assisted family that wants to move to another dwelling unit with continued participation in the AHA's Housing Assistance Payment Program.

### **III. PROCEDURE FOR APPLICANT INFORMAL HEARING.**

1. Promptly following a decision or determination pursuant to Section 1. of the policy, a written notice will be mailed to the family informing them of a decision or determination and a brief statement of the reasons for the decision or determination.
2. In the written notice the family will be informed of their right to make a **WRITTEN REQUEST** for an Informal Hearing if the family does not agree with the decision or determination pursuant to Section 1. of this policy with ten (10) days of the date of the written notice to the family. If the family fails to respond within the specified time, they will have waived their right to an Informal Hearing.
3. Upon receipt of a written request for an Informal Hearing, a Hearing Officer will be selected by the AHA, a date, time and place for the hearing will be scheduled and the family will be notified by mail and advised that failure to appear would be sufficient cause to waive their rights to a future hearing.
4. In all cases where a hearing is required, the AHA will proceed with a hearing in a reasonably expeditious manner upon the written request of the participant family.
5. The Informal Hearing may be conducted by a person or persons so designated by AHA including employees of the AHA other than a person who made or approved the decision under review or a subordinate of such person or persons.
6. At its own expense, the participant family may be represented by a lawyer or other representative.
7. The AHA and the participant family shall be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
8. The person who conducts the hearing shall issue a written decision, stating briefly the reasons for the decision within ten (10) calendar days of the Informal Hearing date. Factual determinations relating to the participant shall be based on the evidence presented at the hearing.
9. The AHA is not bound by an Informal Hearing decision:
  - a. Concerning a matter for which the AHA is not required to provide an opportunity for an Informal Hearing pursuant to Section II of this Policy or otherwise in excess of the Authority of the person conducting the hearing under AHA's hearing procedures, or
  - b. Contrary to U.S. Department of Housing and Urban Development's regulations or requirements, or otherwise contrary to Federal, State or Local law.

If the AHA determines that it is not bound by a hearing decision, the AHA shall promptly notify the participant family of the determination, and the reasons for the determination.

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

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

## The Section 8 Certificate Program and Housing Voucher Program

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

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

## The Requirements

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

# 1. Living Room

**The Living Room must have:**

## **Ceiling**

A ceiling that is in good condition.

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

## **Walls**

Walls that are in good condition.

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

## **Electricity**

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

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

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

## **Floor**

A floor that is in good condition.

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

## **Window**

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

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

## **Lock**

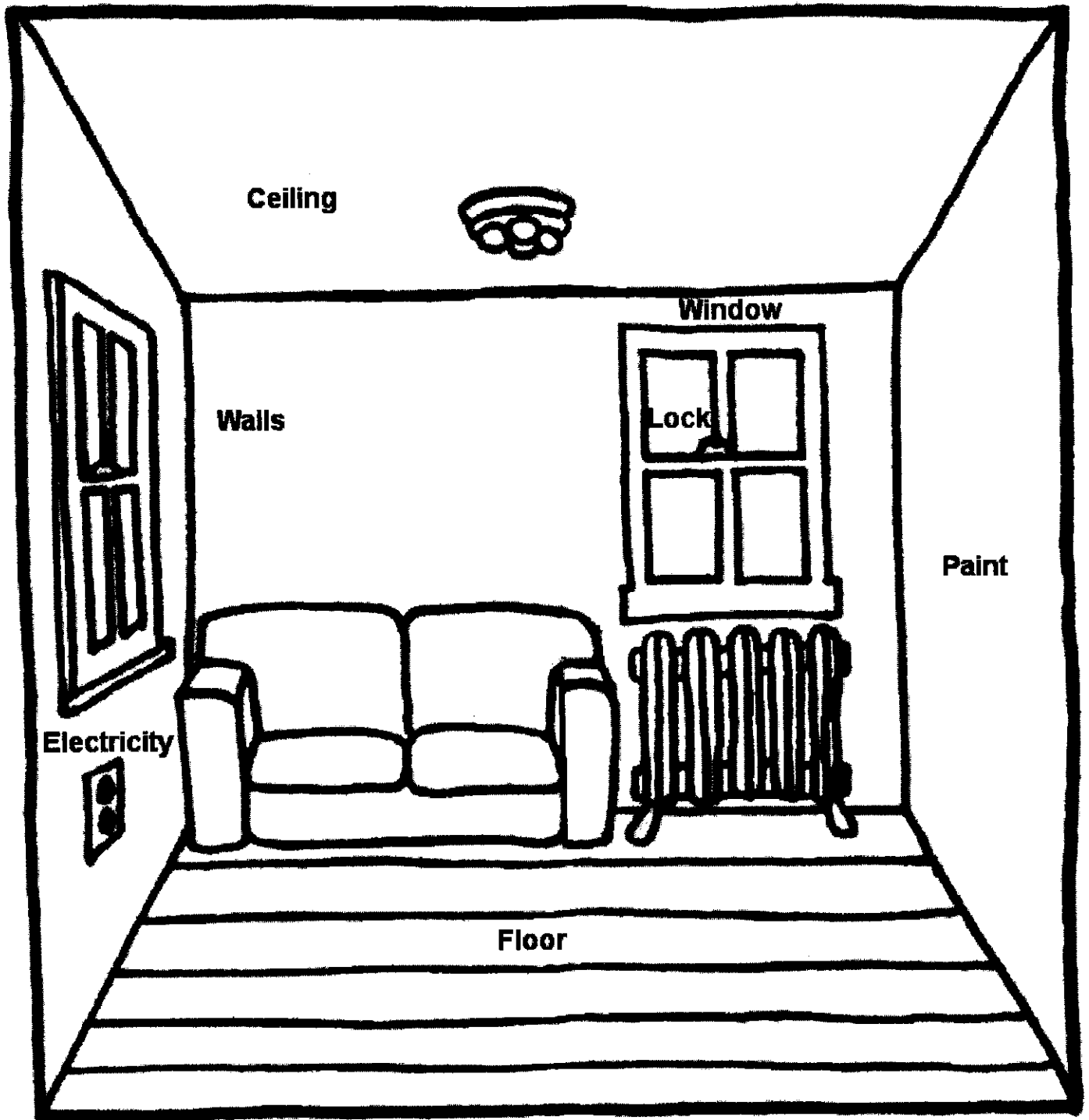
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

## **Paint**

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

### **You should also think about:**

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

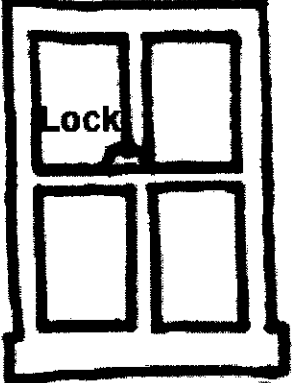


Ceiling



Walls

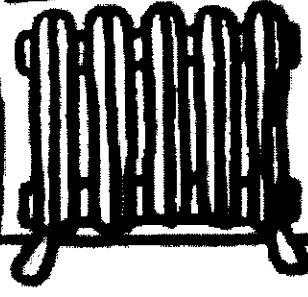
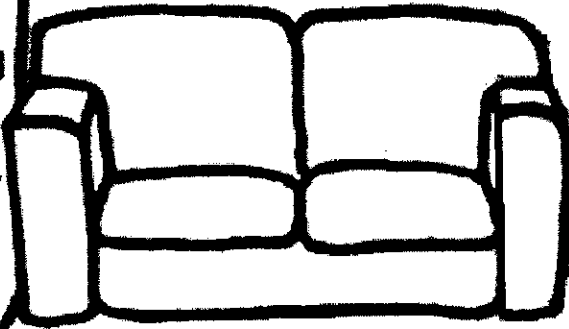
Window



Lock

Paint

Electricity



Floor



# 2. Kitchen

## **The Kitchen must have:**

### **Ceiling**

A ceiling that is in good condition.

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

### **Storage**

Some space to store food.

### **Electricity**

At least one electric outlet and one permanent light fixture.

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

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

### **Stove and Oven**

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

### **Floor**

A floor that is in good condition.

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

### **Preparation Area**

Some space to prepare food.

### **Paint**

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

### **Window**

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

### **Lock**

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

**Walls**

Walls that are in good condition.

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

**Serving Area**

Some space to serve food.

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

**Refrigerator**

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

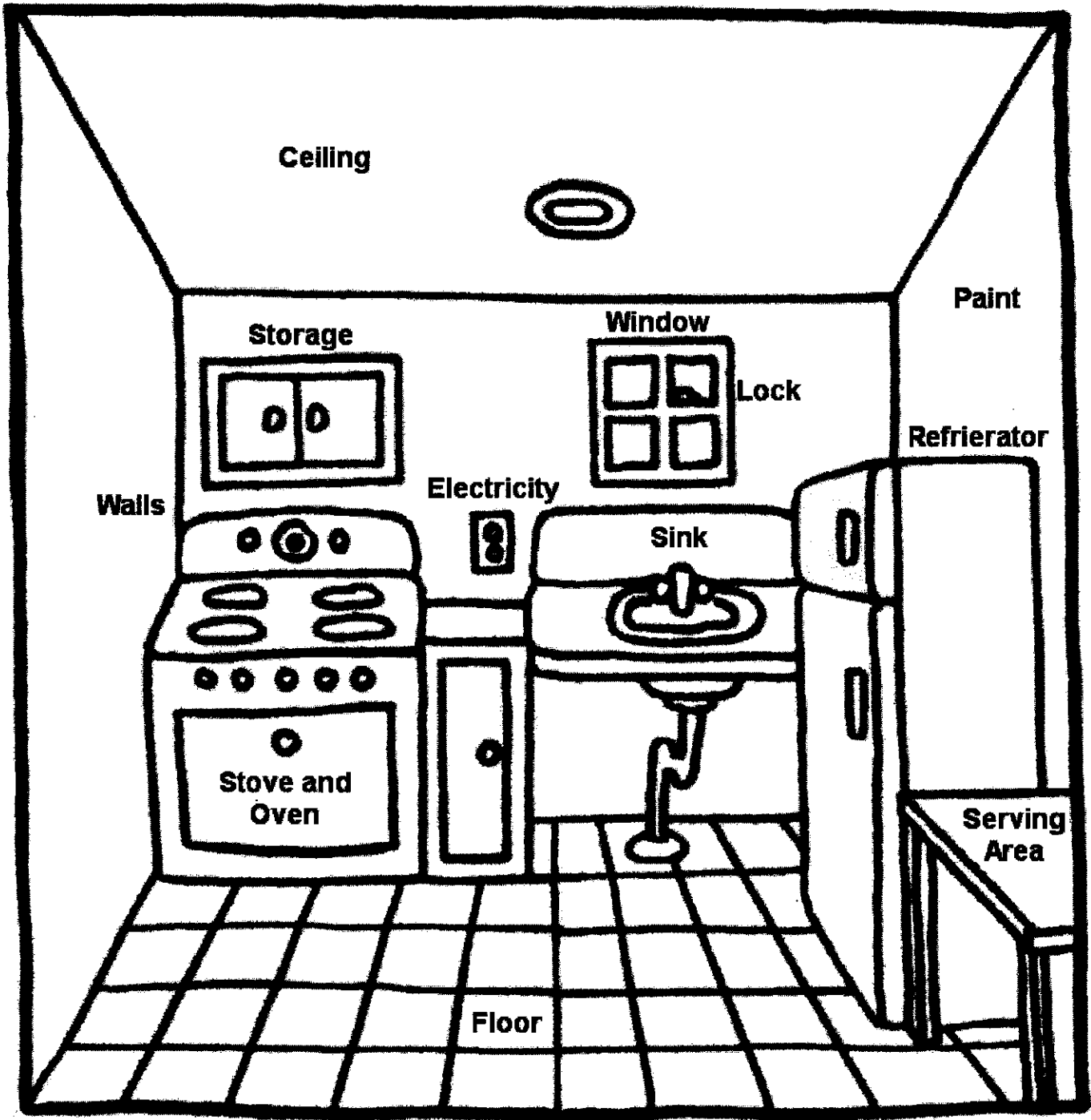
**Sink**

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

**You should also think about:**

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



# 3. Bathroom

**The Bathroom must have:**

## **Ceiling**

A ceiling that is in good condition.

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

## **Window**

A window that opens or a working exhaust fan.

## **Lock**

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

## **Toilet**

A flush toilet that works.

## **Tub or Shower**

A tub or shower with hot and cold running water.

## **Floor**

A floor that is in good condition.

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

## **Paint**

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

## **Walls**

Walls that are in good condition.

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

**Electricity**

At least one permanent overhead or wall light fixture.

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

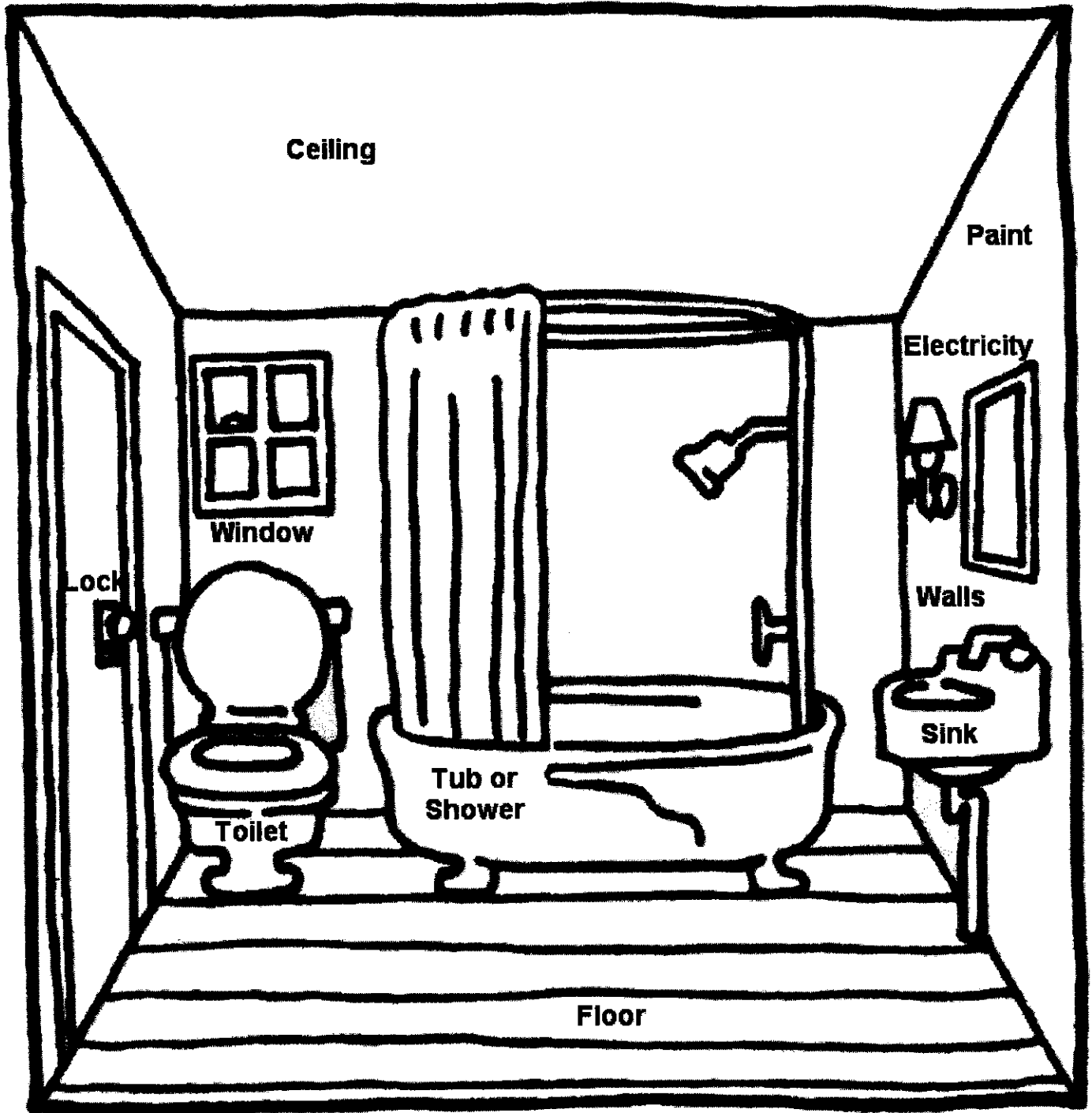
**Sink**

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

**You should also think about:**

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



Ceiling

Paint

Electricity

Window

Lock

Walls

Sink

Tub or  
Shower

Toilet

Floor

# 4. Other Rooms

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

## **Other Rooms Used for Living must have:**

### **Ceiling**

A ceiling that is in good condition.

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

### **Walls**

Walls that are in good condition.

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

### **Paint**

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

### **Electricity in Bedrooms**

Same requirement as for living room.

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

### **Floor**

A floor that is in good condition.

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

### **Lock**

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

## **Window**

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

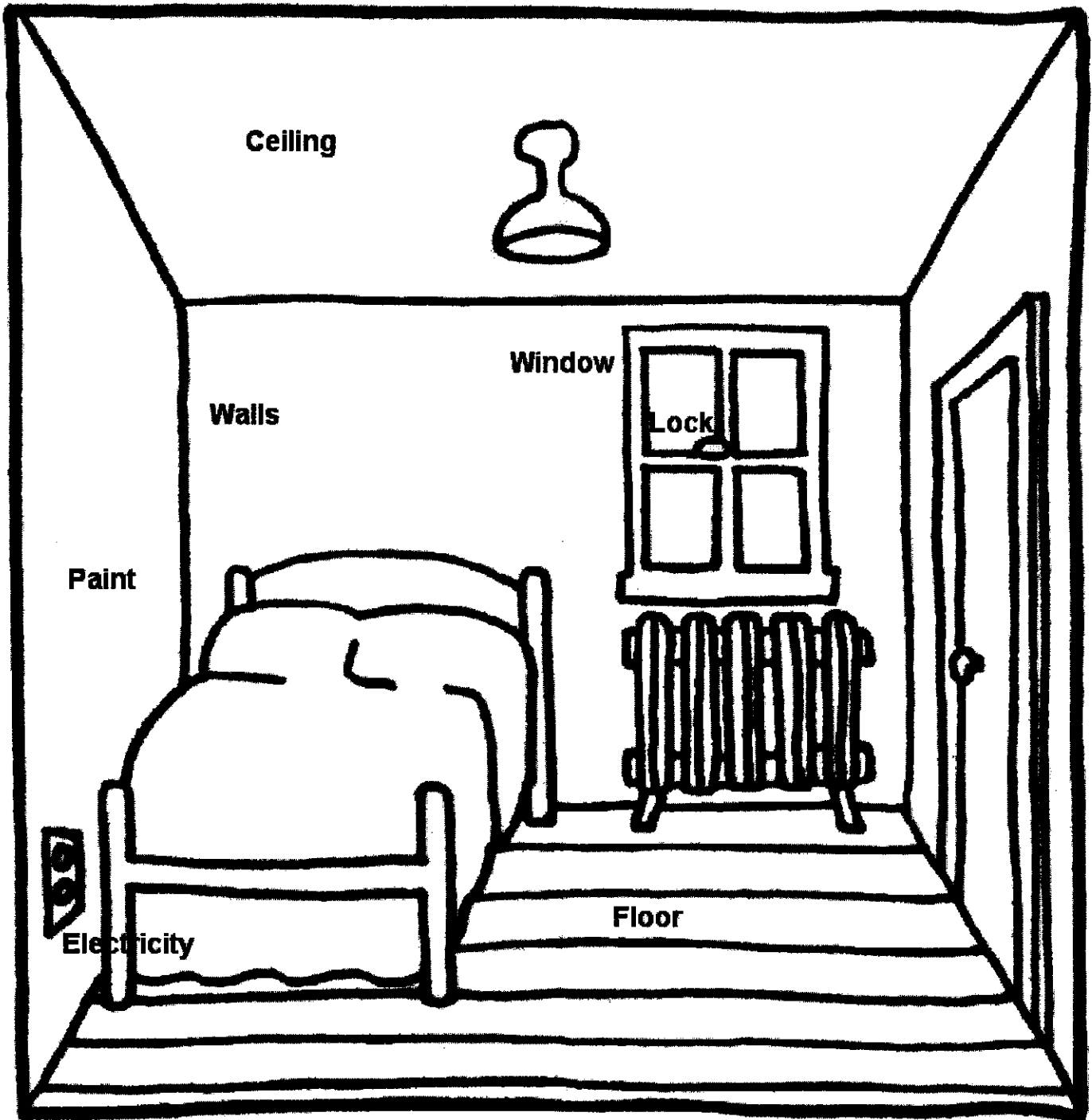
- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

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

## **You should also think about:**

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

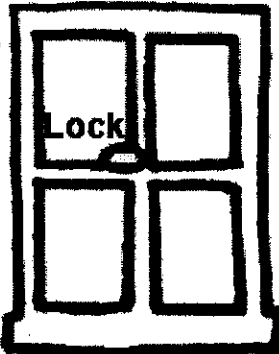




Ceiling



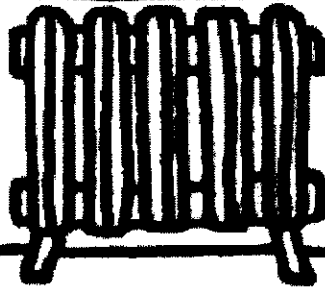
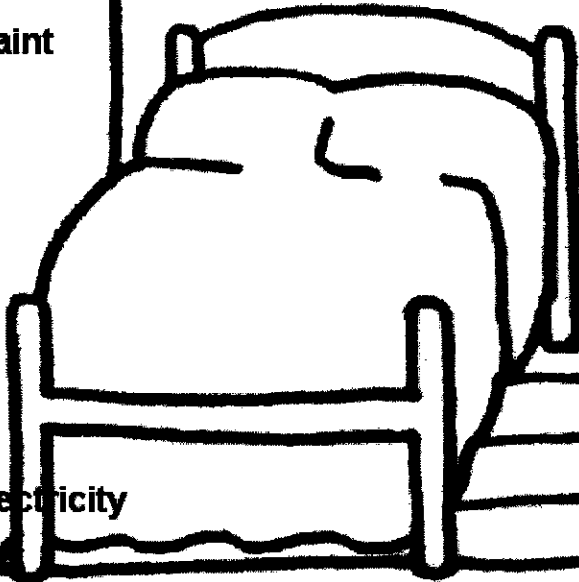
Window



Lock

Walls

Paint



Electricity

Floor

# 5. Building Exterior, Plumbing, and Heating

**The Building must have:**

## **Roof**

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

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

## **Outside Handrails**

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

## **Walls**

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

## **Foundation**

A foundation in good condition that has no serious leaks.

## **Water Supply**

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

## **Sewage**

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

## **Chimneys**

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

## **Paint**

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

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

**Cooling**

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

**Plumbing**

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

**Water Heater**

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

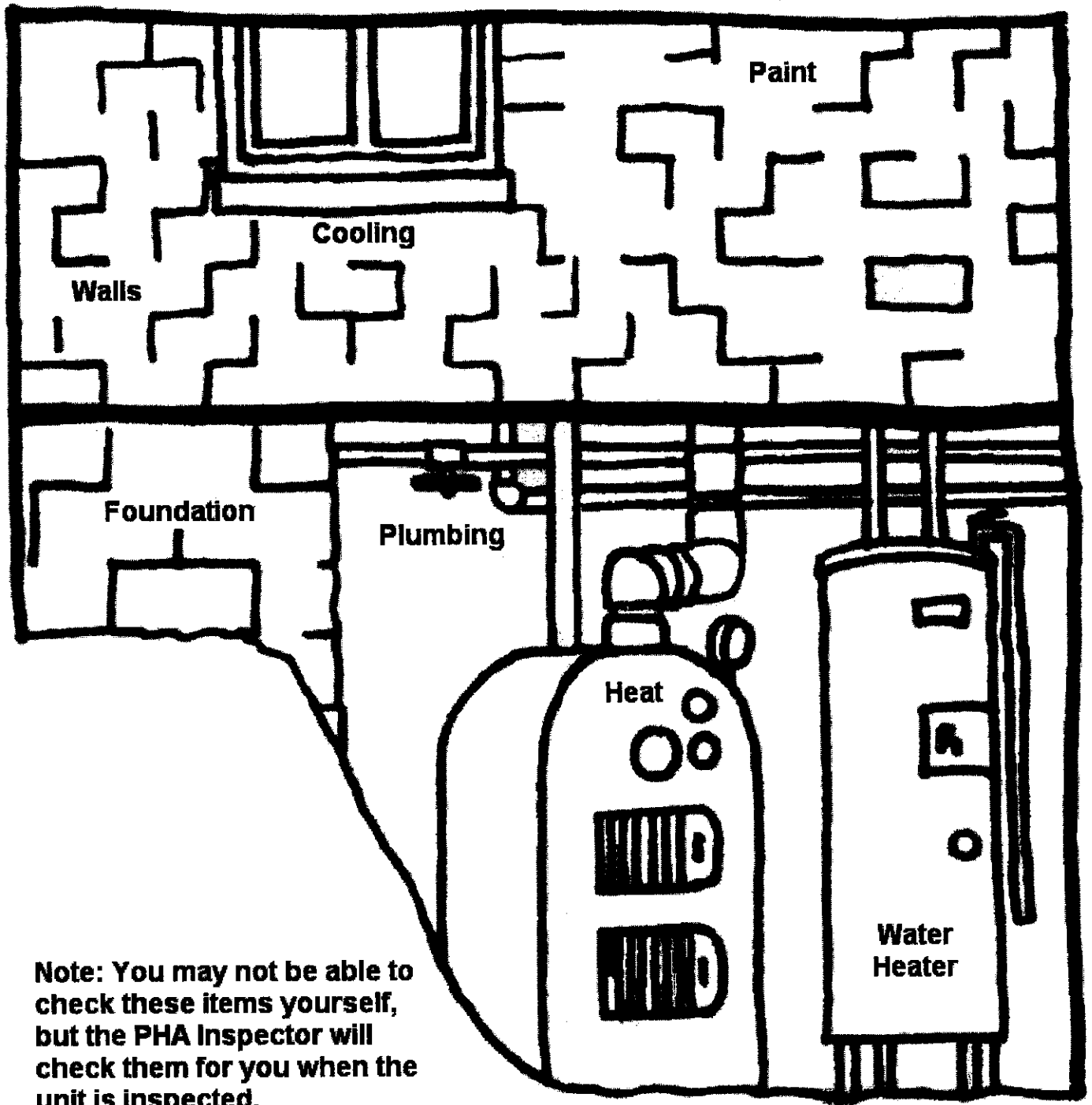
**Heat**

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

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

**You should also think about:**

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



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

# 6. Health and Safety

**The Building and Site must have:**

## **Smoke Detectors**

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

## **Fire Exits**

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

## **Elevators**

Make sure the elevators are safe and work properly.

## **Entrance**

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

## **Neighborhood**

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

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

## **Garbage**

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

## **Lights**

Lights that work in all common hallways and interior stairs.

## **Stairs and Hallways**

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

**Pollution**

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

**Rodents and Vermin**

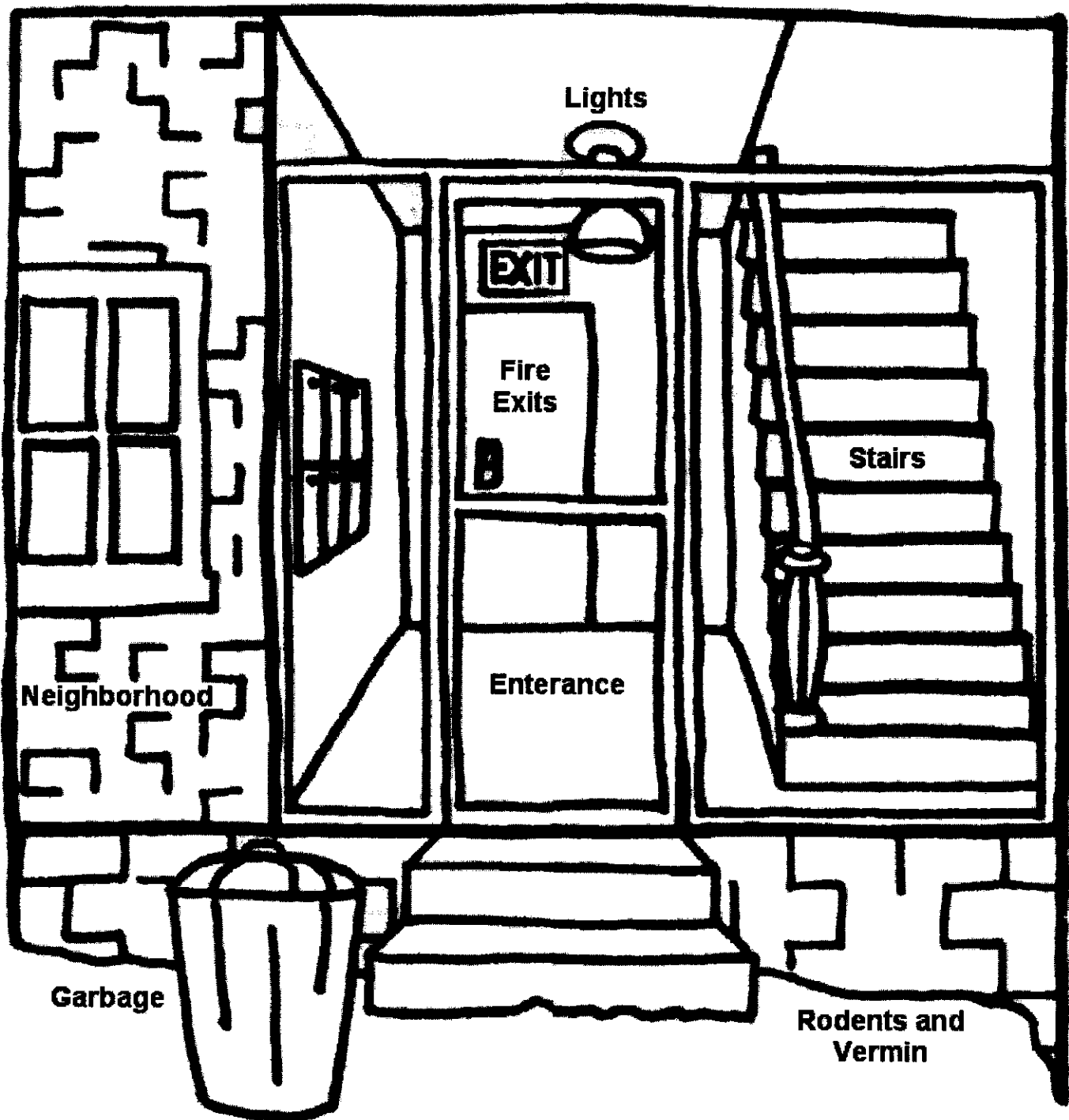
No sign of rats or large numbers of mice or vermin (like roaches).

**For Manufactured Homes: Tie Downs**

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

**You should also think about:**

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



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

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

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

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

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

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

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

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

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

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



**Responsibilities of the Public Housing Authority:**

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

**Responsibilities of the tenant:**

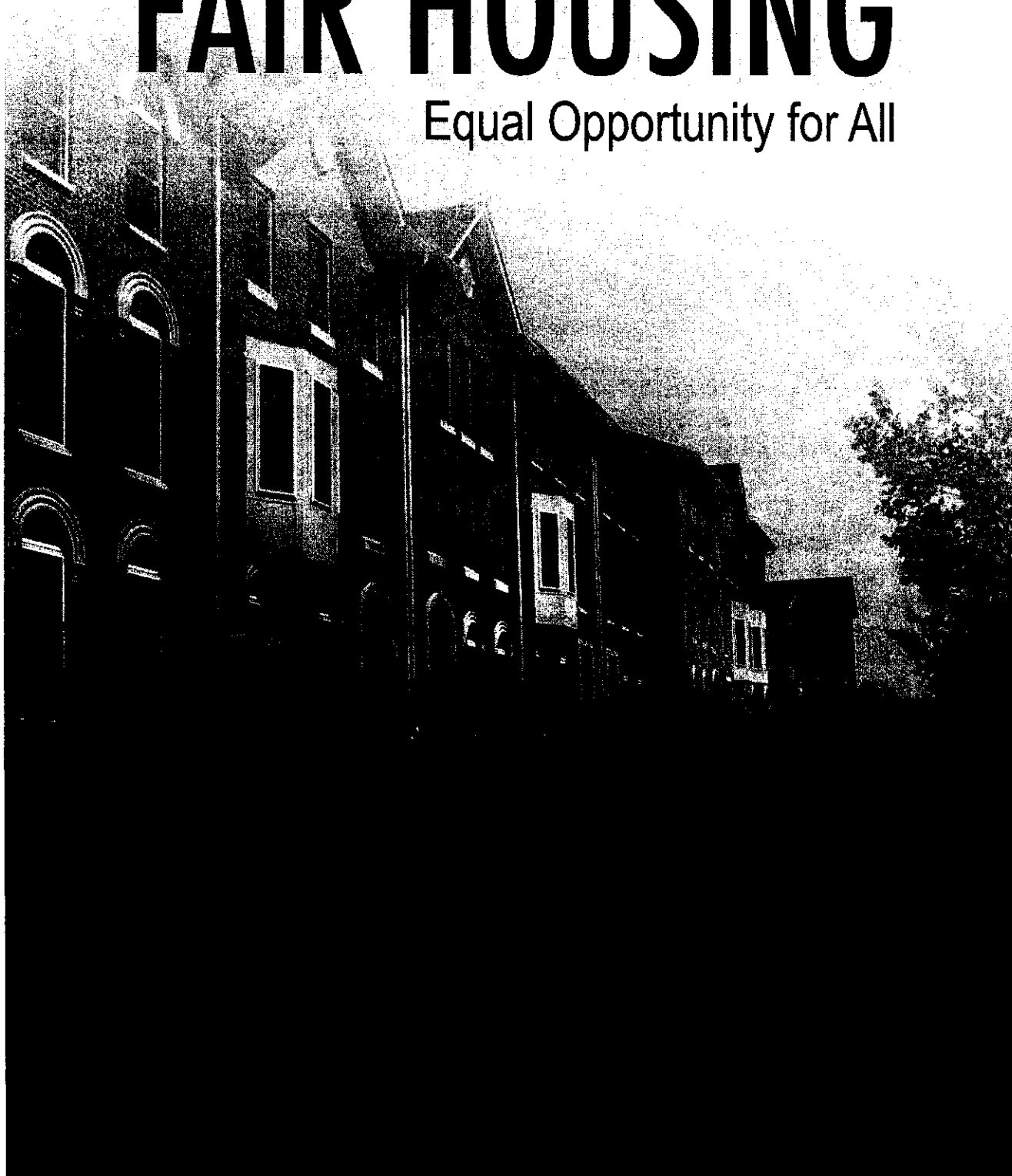
- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

**Responsibilities of the owner:**

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

# FAIR HOUSING

Equal Opportunity for All



## **FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL**

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

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

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

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

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## **THE FAIR HOUSING ACT**

The Fair Housing Act prohibits discrimination in housing because of:

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

## **WHAT HOUSING IS COVERED?**

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

## **WHAT IS PROHIBITED?**

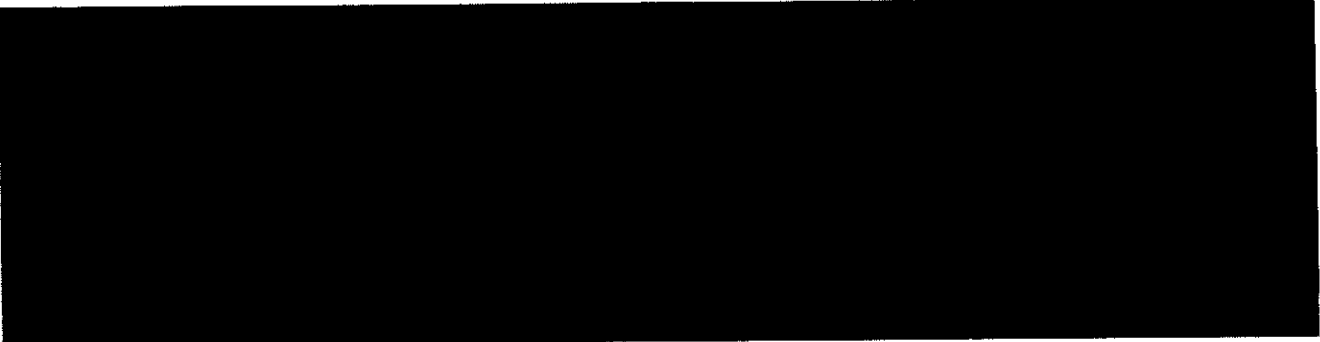
**In the Sale and Rental of Housing:** No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

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

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

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

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

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

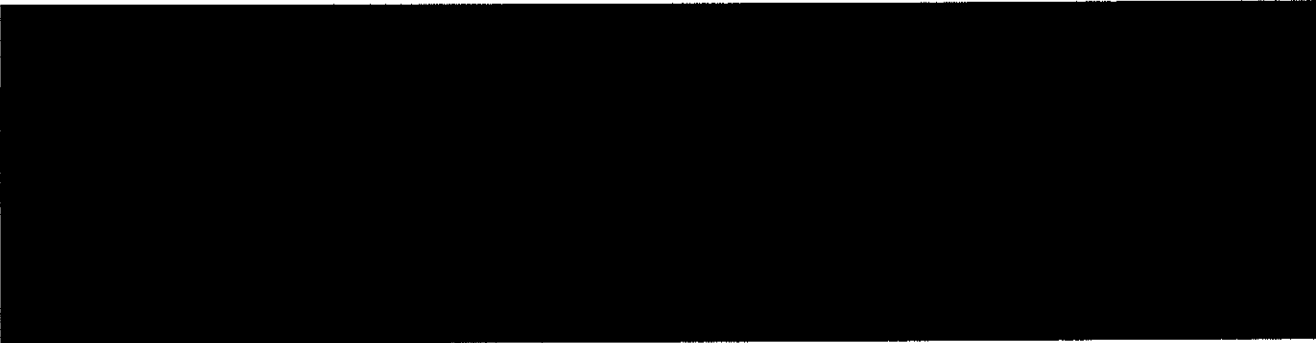
### **ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY**

If you or someone associated with you:

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

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

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



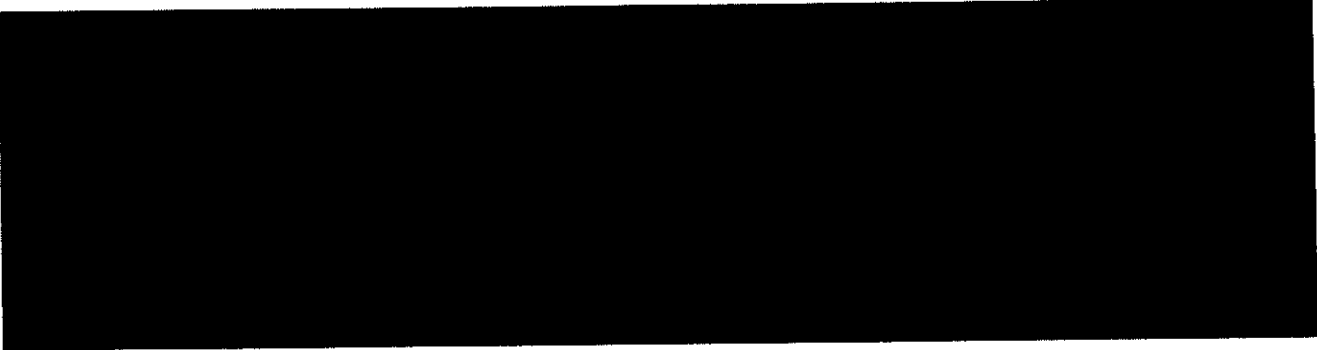
However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

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

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

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

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



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

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

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


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

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

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

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



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

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

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

## **IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED**

### **What to Tell HUD:**

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

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

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



**BOSTON REGIONAL OFFICE**

(Complaints\_office\_01@hud.gov)  
U.S. Department of Housing and Urban Development  
Thomas P. O'Neill Jr. Federal Building  
10 Causeway Street, Room 321  
Boston, MA 02222-1092  
Telephone (617) 994-8300 or 1-800-827-5005  
Fax (617) 565-7313 \* TTY (617) 565-5453

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

**NEW YORK REGIONAL OFFICE**

(Complaints\_office\_02@hud.gov)  
U.S. Department of Housing and Urban Development  
26 Federal Plaza, Room 3532  
New York, NY 10278-0068  
Telephone (212) 542-7519 or 1-800-496-4294  
Fax (212) 264-9829 \* TTY (212) 264-0927

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

**PHILADELPHIA REGIONAL OFFICE**

(Complaints\_office\_03@hud.gov)  
U.S. Department of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-9344  
Telephone (215) 861-7646 or 1-888-799-2085  
Fax (215) 656-3449 \* TTY (215) 656-3450

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



**ATLANTA REGIONAL OFFICE**

(Complaints\_office\_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

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

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

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

**CHICAGO REGIONAL OFFICE**

(Complaints\_office\_05@hud.gov)

U.S. Department of Housing and Urban Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone 1-800-765-9372

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

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

**FORT WORTH REGIONAL OFFICE**

(Complaints\_office\_06@hud.gov)

U.S. Department of Housing and Urban Development

801 Cherry Street

Suite 2500, Unit #45


Fort Worth, TX 76102-6803

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

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

*For Iowa, Kansas, Missouri and Nebraska:*

**KANSAS CITY REGIONAL OFFICE**



*(Complaints\_office\_07@hud.gov)*  
U.S. Department of Housing and Urban Development  
Gateway Tower II  
400 State Avenue, Room 200, 4th Floor  
Kansas City, KS 66101-2406  
Telephone (913) 551-6958 or 1-800-743-5323  
Fax (913) 551-6856 \* TTY (913) 551-6972

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

**DENVER REGIONAL OFFICE**

*(Complaints\_office\_08@hud.gov)*  
U.S. Department of Housing and Urban Development  
1670 Broadway  
Denver, CO 80202-4801  
Telephone (303) 672-5437 or 1-800-877-7353  
Fax (303) 672-5026 \* TTY (303) 672-5248

*For Arizona, California, Hawaii and Nevada:*

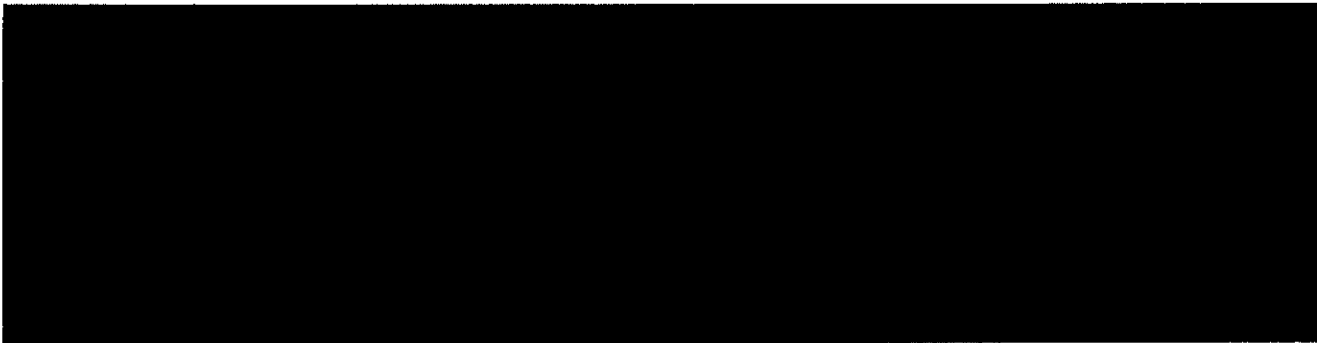
**SAN FRANCISCO REGIONAL OFFICE**

*(Complaints\_office\_09@hud.gov)*  
U.S. Department of Housing and Urban Development  
600 Harrison Street, Third Floor  
San Francisco, CA 94107-1387  
Telephone 1-800-347-3739  
Fax (415) 489-6558 \* TTY (415) 489-6564

*For Alaska, Idaho, Oregon and Washington:*

**SEATTLE REGIONAL OFFICE**

*(Complaints\_office\_10@hud.gov)*  
U.S. Department of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Room 205  
Seattle, WA 98104-1000  
Telephone (206) 220-5170 or 1-800-877-0246  
Fax (206) 220-5447 \* TTY (206) 220-5185



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

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

**If You Are Disabled:** HUD also provides:

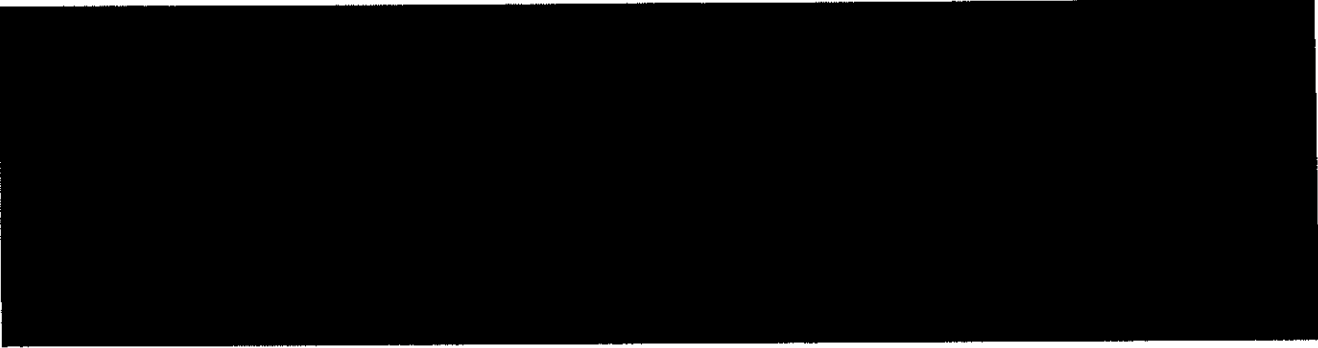
- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters, Tapes and Braille materials
- Assistance in reading and completing forms

### **WHAT HAPPENS WHEN YOU FILE A COMPLAINT?**

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

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

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



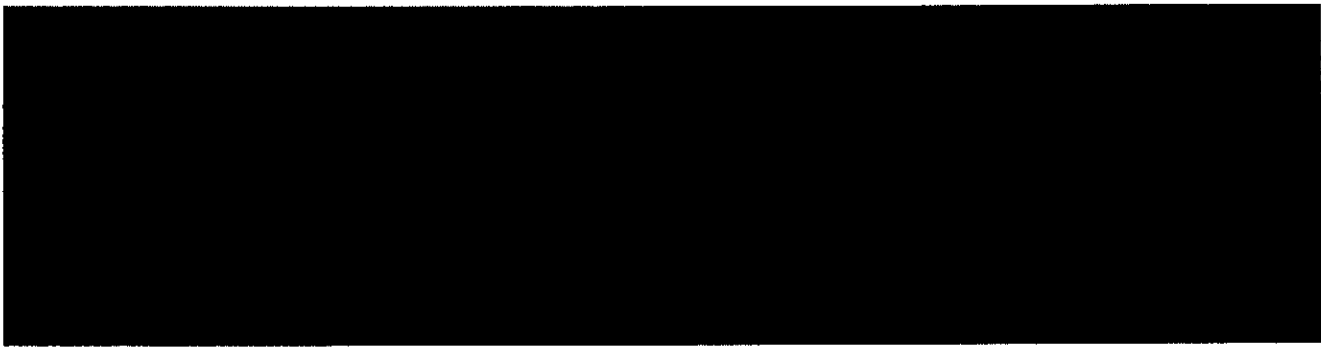
A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that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

**Complaint Referrals to State or Local Public Fair Housing Agencies:**

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

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

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

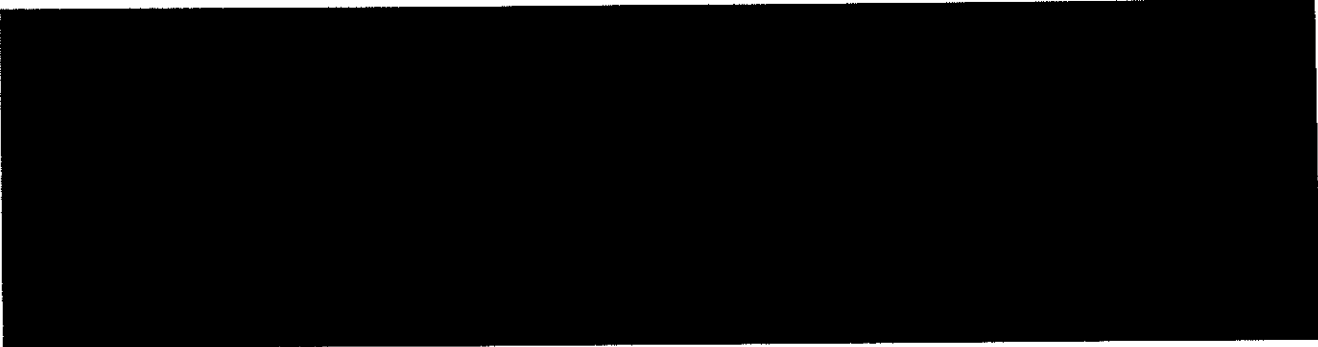
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- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD's intervention; and
  - There is substantial evidence that the respondent has violated the Fair Housing Act.

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

#### **WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?**

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

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



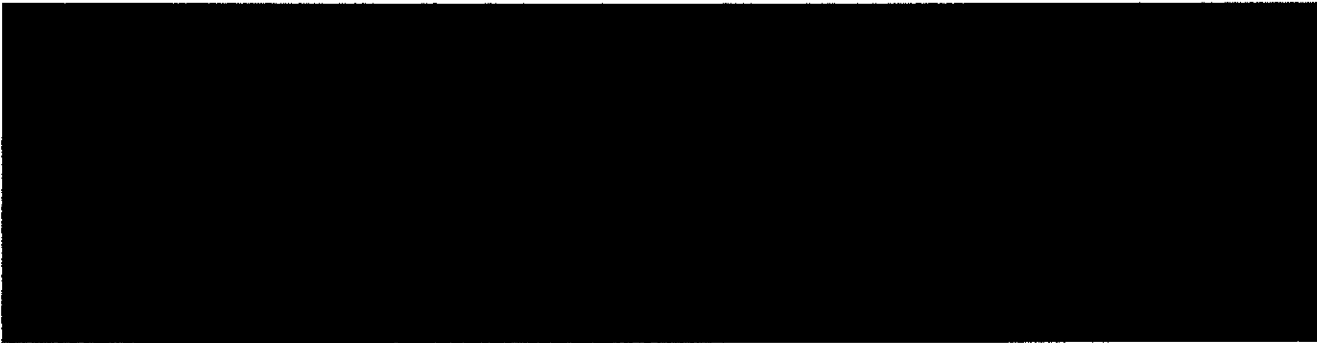
choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

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

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

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





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

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

**IN ADDITION**

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

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

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



**Other Tools to Combat Housing Discrimination:**

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



## APPENDIX F. MODEL NOTICE OF SECTION 214 REQUIREMENTS

### NOTICE TO APPLICANTS APPLYING FOR AND TENANTS CURRENTLY RECEIVING SECTION 214 HOUSING ASSISTANCE

The Law. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States citizens, nationals, or certain categories of eligible noncitizens either applying to or residing in specified Section 214 covered programs. Section 214 was implemented by a final "Noncitizens Rule" entitled, Restrictions on Assistance to Noncitizens which was published in the Federal Register, on Monday, March 20, 1995 (60 FR 14816-4861).

When The Law Became Effective. The Noncitizens Rule became effective on June 19, 1995. Until the final rule took effect, the Housing Authority (HA) was prohibited from taking any action based on the citizenship or eligible immigration status of applicants and tenants.

What The Law Means To You. The receipt of financial housing assistance is contingent upon you and your family submitting evidence either of 1) citizenship, or 2) eligible immigration status.

Type of Programs This Law Applies To. The Noncitizens Rule applies to the following HUD-assisted housing programs:

- 1) Section 8 Rental Certificate Program
- 2) Section 8 Rental Voucher Program
- 3) Section 8 Moderate Rehabilitation Program
- 4) Public and Indian Housing Programs

What Persons Are Covered By This Law. Section 214 applies to all applicants who apply for housing assistance, applicants who are already on a waiting list for housing assistance, and tenants who are already receiving housing assistance under a covered program. Section 214 covers: 1) Citizens and 2) Noncitizens who have eligible immigration status.

What Evidence Will Be Required? Each family member, regardless of age, is required to submit the following evidence:

For Citizens or nationals: A signed declaration of U.S. citizenship (whether by birth or naturalization).

For Noncitizens who are 62 years of age or older and receiving housing assistance on June 19, 1995: A signed declaration of eligible immigration status and proof of age.

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For All Other Noncitizens. The evidence consists of: 1) a signed declaration of eligible immigration status; 2) the Immigration and Naturalization Service (INS) documents listed below on this page; and 3) A signed verification consent form.

For All Other Noncitizens, What Immigration Status is Eligible? Under the Noncitizens Rule, a noncitizen would have eligible immigration status under

any one of the following six categories which are determined by the INS pursuant to the Immigration and Nationality Act (INA):

Immigrant Status Under 101(a) (15) or 101(a) (20) of INA. A noncitizen lawfully admitted for permanent residence, as defined by 101(a) (20) of the INA, as an immigrant, as defined by 101(a) (15) of the INA (8 U.S.C. 1101(a) (20) and 1101(a) (15), respectively [immigrant status]. This category includes a noncitizen admitted under 210 or 210A of the INA (8 U.S.C. 1160 or 1161), [special agricultural worker status], who has been granted lawful temporary resident status.

Permanent Residence Under 249 of INA. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under 249 of the INA (8 U.S.C. 1259) [amnesty granted under INA 249].

Refugee, Asylum, or Conditional Entry Status Under 207, 208 or 203 of INA. A noncitizen who is lawfully present in the U.S. pursuant to an admission under 207 of the INA (8 U.S.C. 1157) [refugee status]; pursuant to the granting of asylum (which has not race, because of being uprooted by catastrophic national calamity [conditional entry status].

Parole Status Under 212(d) (5) of INA. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under 212(d) (5) of the INA (8 withholding deportation under 243(h) of the INA (8 U.S.C. 1253(h)) [threat to life or freedom].

..TX:  
Amnesty Under 245A of INA. A noncitizen lawfully admitted for temporary or permanent residence under 245A of the INA (8 U.S.C. 1255a) [amnesty granted under INA 245A].

..TX:  
F-2  
..TX:

What INS Documents Are Acceptable? The original of one of the following documents is acceptable evidence of eligible immigration status, subject to verification with INS:

1) Form 1-151, Alien Registration Receipt Card (issued to lawful permanent residents prior to 1979). Form 1-151 will no longer be valid after March 20, 1996. Detailed information on how and where to apply for a new green card may be obtained by telephoning the INS toll-free number 1-800-755-0777.

2) Form 1-551, Alien Registration Receipt Card (for permanent resident aliens);

3) Form I-94, Arrival-Departure Record, with one of the following annotations:

- a) "Admitted as Refugee Pursuant to Section 207";
- b) "Section 208" or "Asylum";
- c) "Section 243(h)" or "Deportation stayed by Attorney General";
- d) "Paroled Pursuant to Section 212(d) (5) of the INA";

4) If Form I-94, Arrival-Departure Record, is not annotated, then accompanied by one of the following documents:

a) A final court decision granting asylum (but only if no appeal is taken);

b) A letter from an INS asylum officer granting asylum (if application is filed on or after October 1, 1990) or from an INS district director granting asylum (if application filed before October 1, 1990);

c) A court decision granting withholding of deportation; or

d) A letter from an asylum officer granting withholding of deportation (if application filed on or after October 1, 1990).

5) Form I-688, Temporary Resident Card, which must be annotated "Section 245A" or "Section 210";

6) Form I-688B, Employment Authorization Card, which must be annotated "Provision of Law 274a.12(11)" or "Provision of Law 274a.12";

7) A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified; or

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8) If other documents are determined by the INS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.

Note: Family members are required to submit the original document(s) providing acceptable evidence of eligible immigration status. The HA may not retain the original document(s). HAs must immediately make copies from the original document(s) and return the original documents to the family member.

When Must Evidence Of Eligible Immigration Status Be Submitted? Evidence of eligible immigration status must be submitted at the times specified below, subject to any extension granted in accordance with the paragraph below which discusses extensions of time to submit evidence of eligible immigration status.

Applicants. For applicants, the HA must ensure that evidence of eligible immigration status is submitted not later than the date the HA anticipates or has knowledge that verification of other aspects of eligibility for assistance will occur.

Families already receiving assistance on June 19, 1995. For a family already receiving the benefit of assistance in a covered program on June 19, 1995, the required evidence shall be submitted at the first regular reexamination after June 19, 1995, in accordance with program requirements.

New occupants of assisted units. For any new family member(s), the required evidence shall be submitted at the first interim or regular reexamination following the person's occupancy.

Changing participation in a BUD program. Whenever a family applies for admission to a Section 214 covered program, evidence of eligible immigration status is required to be submitted in accordance with the requirements of the Noncitizens Rule unless the family already has submitted the evidence to the HA for a covered program.

One-time evidence requirement for continuous occupancy. For each family member, the family is required to submit evidence of eligible immigration status only one time during continuously-assisted occupancy under any covered program.

What Happens If One Or More Family Members Does Not Qualify?

Assistance to a family may not be delayed, denied, or terminated because of the immigration status of a family member except as provided below. "Family" as used herein refers to both applicants and tenants.

Assistance to an applicant shall not be delayed or denied, and assistance to a tenant shall not be delayed, denied, or terminated, on the basis of ineligible immigration status of a family member if:

1)The primary and secondary verification of any immigration documents that were timely submitted has not been completed;

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2)The family member for whom required evidence has not been submitted has moved from the tenant's dwelling unit;

3)The family member who is determined not to be in an eligible immigration status following INS verification has moved from the tenant's dwelling unit;

4)The INS appeals process has not been concluded;

5)For a tenant, the HA informal hearing process has not been concluded;

6)Assistance is prorated;

7)Assistance for a mixed family is continued; or

8)Deferral of termination of assistance is granted.

9) Assistance to an applicant may be delayed after the conclusion of the INS appeal process, but not denied until the conclusion of the HA informal hearing process, if an informal hearing is requested by the family.

Assistance to an applicant shall be denied, and a tenant's assistance shall be terminated, in accordance with the procedures for any of the following events:

1) Evidence of citizenship (i.e., the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or

2) Evidence of citizenship and eligible immigration status is submitted timely, but INS primary and secondary verification does not verify eligible immigration status of a family member; and

a) The family does not pursue INS appeal or HA informal hearing rights; or

b) INS appeal and HA informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

What Rights of Appeal Are Available? Three distinct forms of appeal process are available to both applicants and tenants:

1) Appeal to INS. The following instructions apply to the right of appeal to the INS:

a) Submission of request for appeal. When the HA receives notification that INS secondary verification failed to confirm eligible immigration status, the HA shall notify the family of the results of the INS verification. The family shall have 30

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days from the date of the HA's notification to request an appeal of the INS results. The request for appeal shall be made by the family communicating that request in writing directly to the INS. The family must provide the HA with a copy of the written request for appeal and proof of the mailing. For good cause shown, the HA shall grant the family an extension of the time within which to request an appeal.

b) Documentation to be submitted as part of the appeal to INS. The family shall forward to the designated INS office any additional documentation or written explanation in support of the appeal. The appeal must include a copy of the original Form G-845S received from INS annotated at the top center in bold print: HUD APPEAL. The appeal must also include two stamped envelopes, one addressed to the applicant or tenant family, and one addressed to the HA.

c) Results of INS Appeal.

(i) The INS will issue the results of the appeal to the



family, with a copy to the HA, within 30 days of its receipt. If, for any reason, the INS is unable to issue a response within the 30-day time period, the INS will inform the family and the HA of the reasons for the delay.

Note: The INS response will be indicated in Section B of Form G-845S, Document Verification Request, which is returned to the family and HA. The INS response will be indicated in Section B by a mark in one of the following boxes: 1,2,5,6,8, 11, 12, 15, or 18.

(ii)When the HA receives a copy of the INS response, the HA shall notify the family of its right to request an informal hearing on the HA's ineligibility determination.

d)No delay, denial or termination of assistance until completion of INS appeal process; direct appeal to INS. Pending the completion of the INS appeal, assistance may not be delayed, denied or terminated on the basis of immigration status.

2) Informal hearing with HA.

a)When request for hearing is to be made. After receiving notification of the INS decision on appeal, or in lieu of requesting an appeal to the INS, the family may request that the HA provide an informal hearing. This request must be made either within 14 days of the date the HA mails or delivers the notice of denial or termination of assistance, or within 14 days of the mailing of the INS appeal decision (established by the date of the postmark).

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b)Extension of time to request hearing. The HA shall extend the period of time for requesting a hearing (for a specified period) upon good cause shown.

c)Informal hearing procedures.

(i)For tenants, the procedures for the hearing before the HA are set forth in 24 CFR Part 966.

(ii)For applicants, the procedures for the informal hearing before the HA are as follows:

(A)Hearing before an impartial individual. The applicant shall be provided a hearing before any person(s) designated by the HA (including an officer or employee of the HA), other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision;

(B)Examination of evidence. The applicant shall be

provided the opportunity to examine and copy, at the applicant's expense and at a reasonable time in advance of the hearing, any documents in the possession of the HA pertaining to the applicant's eligibility status, or in the possession of the INS (as permitted by INS requirements), including any records and regulations that may be relevant to the hearing;

(C) Presentation of evidence and arguments in support of eligible immigration status. The applicant shall be provided the opportunity to present evidence and arguments in support of eligible immigration status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings;

(D) Controverting evidence of the project owner. The applicant shall be provided the opportunity to controvert evidence relied upon by the HA and to confront and cross-examine all witnesses on whose testimony or information the HA relies;

(E) Representation. The applicant shall be entitled to be represented by an attorney, or other designee, at the applicant's expense, and to have such person make statements on the applicant's behalf;

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(F) Interpretive services. The applicant shall be entitled to arrange for an interpreter to attend the hearing, at the expense of the applicant or HA, as may be agreed upon by both parties;

(G) Hearing to be recorded. The applicant shall be entitled to have the hearing recorded by audiotape (a transcript of the hearing may, but is not required to, be provided by the HA); and

(H) Hearing decision. The HA shall provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 days of the date of the HA informal hearing. The decision shall state the basis for the decision.

3) Judicial relief. A decision against a family member under the INS appeal process or the HA's informal hearing does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

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# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

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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](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## **Lead Gets into the Body in Many Ways**

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### **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.

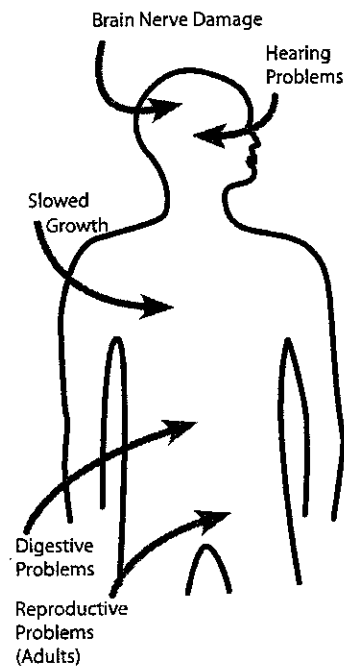
## Health Effects of Lead

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**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](http://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

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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](http://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**

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**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

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**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**

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

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

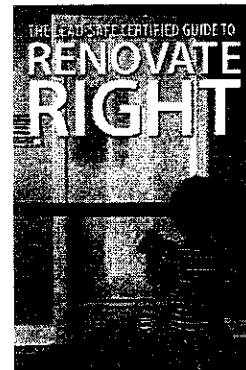
For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

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

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**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*.



## **Other Sources of Lead**

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### **Lead in Drinking Water**

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

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

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

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

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

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

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

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

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

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

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\* 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

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### **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

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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

## **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 or saferproducts.gov

## **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

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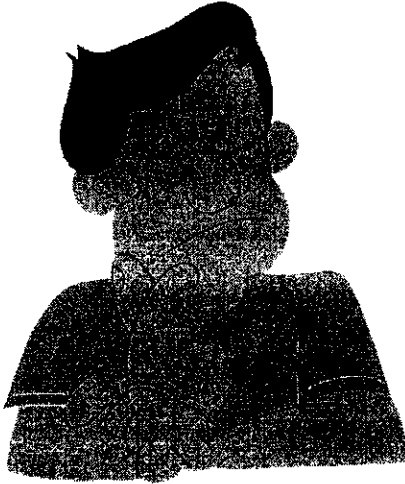
U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
January 2020

# **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.

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:



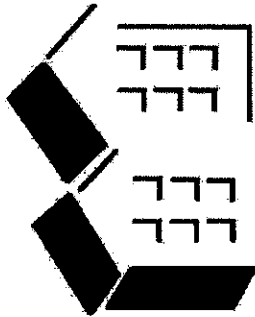
HUD OIG Hotline, GFI  
451 7<sup>th</sup> Street, SW  
Washington, DC 20410





U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



**RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT**

## ***What You Should Know About EIV***

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

#### **What is EIV?**

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

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

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

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

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

#### **What is the EIV information used for?**

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

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

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

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

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

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

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

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

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

#### **What are my responsibilities?**

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

February 2010

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Date

## OWNER AND REAL ESTATE AGENCY LIST

### Augusta Housing Authority

### Section 8 Housing Choice Voucher Program

(706) 724-5466

The following list of Owners and Real Estate Agencies are actively participating in the Housing Choice Voucher Program. This list is being provided to you to assist you in finding a suitable rental unit. The house, apartment, or mobile home you choose does not have to be owned by anyone on this list, however, it must be within Augusta-Richmond County. You may choose any unit, but it **must** pass our Housing Quality Standards (HQS) Inspection and must be rent reasonable according to the established HUD Regulations.

<u>Name of Owner/Agency</u>	<u>Street Address</u>	<u>Telephone Number</u>
Antioch Baptist Church	1454 Florence Street	706-724-2809
Auben Realty	1918 Central Avenue	706-305-1551
Augusta Property Management, Inc.	2595 Kelly Street (Office)	706-738-9106
Augusta Springs Apartments	1730 Sibley Road	706-733-9200*
Cedar Grove Apartments	526 Richmond Hill Road	706-792-6111
Cedarwood Apartments	527 Richmond Hill Road	706-790-1003
Charlestown South Apartments	2119 Lumpkin Road	706-798-6898
Falcon Crest Apartments	1700 Valley Park Court	706-733-7829
Good Sense Realty	3514 Wrightsboro Road	706-364-3343
Linden Square Apartments	1425 Linden Street	706-722-0017*
Malcolm Estroff	3540 Wheeler Road	706-737-9137
Maxwell House Apartments	1002 Greene Street (1 BR only)	706-724-1927
McCollough Townhouse Square	1202 Augusta Court	706-724-6971
Olde Town Apartments	260-A Greene Street	706-774-0110
Providence Place Apartments	2205 Southgate Drive	706-793-1133
Ray Frederick's Realty	2595 Tobacco Road	706-790-0000
Regency Village	2910 1/2 Thomas Lane	706-790-9161
Riverchase Housing, LP	106 Tybee Court	706-722-3999
Sherman & Hemstreet Realty	624 Ellis Street	706-736-8485

\* Elderly

# REQUEST FOR PROPERTY LISTING

Augusta Housing Authority

## Section 8 Housing Choice Voucher Program

As a prospective landlord, it will be necessary for you to provide the Augusta Housing Authority with the information requested below. Please mail this completed form to the Administration Department, 1435 Walton Way, Augusta, Georgia, 30901-2609, or return to the office located at the J. Madden Reid Administrative Building, 1435 Walton Way, Augusta, Georgia, or fax this form to (706) 724-2342 or (706) 828-0468.

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

### GENERAL INFORMATION:

Are you or your spouse employed by the Augusta Housing Authority, Augusta, Georgia? Yes ( ) No ( )

(If yes, **STOP** - HUD does not allow the Augusta Housing Authority to enter into any contract or arrangement with you in the Section 8 Housing Choice Voucher Program. If no, **CONTINUE** - Complete the remainder of this form to list the property.)

Name of Property Owner(s): \_\_\_\_\_

Contact Person or Agent: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Address of Property: \_\_\_\_\_

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

NUMBER OF BEDROOMS: \_\_\_\_\_

RENTAL AMOUNT REQUESTED: \$ \_\_\_\_\_

#### MAXIMUM RENTS ALLOWED (EFFECTIVE 10/1/2020)

1-BRM	Up to \$590.00	2-BRM	\$550.00 - \$610.00
3-BRM	\$700.00 - \$800.00	4-BRM	\$800.00 - \$900.00

#### 30907 Zip Code ONLY

#### MAXIMUM RENTS ALLOWED (EFFECTIVE 10/1/2020)

1-BRM	Up to \$600.00	2-BRM	\$600.00 - \$700.00
3-BRM	\$700.00 - \$855.00	4-BRM	\$800.00 - \$900.00

DATE UNIT AVAILABLE FOR RENTAL: \_\_\_\_\_

Thank you for your interest in the Section 8 Housing Choice Voucher Program.

**Request For Owner's Information  
Augusta Housing Authority  
Section 8 Housing Choice Voucher Program**

As a current or new landlord, it will be necessary for you to provide the Augusta Housing Authority with the information requested below. Please return this completed form to the Administration Department located at the J. Madden Reid Administration Building, 1435 Walton Way, Augusta, Georgia, 30901, or fax to (706) 828-0468.

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

Owner(s) legal name as it appears on recorded deed:

\_\_\_\_\_

Owner/Agent mailing address:

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_

Owner/Agent email address:

\_\_\_\_\_

Social Security or Federal ID # for the above named person to appear on the 1099 Forms:

Social Security: \_\_\_\_\_ Fed ID: \_\_\_\_\_

Make check payable to: \_\_\_\_\_

Mailing address for check:

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Will units be managed by owner: Yes ( ) No ( )

If no, provide name and address of manager or management firm:

\_\_\_\_\_

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

Address of Property:

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Owner/Agent Signature: \_\_\_\_\_

**Important! Please notify the Administration Department at (706)724-5466, immediately of any address or telephone number changes and of any changes in ownership or agents. Thank you for your participation in the Section 8 Housing Choice Voucher Program.**

# **PORTABILITY LISTING**

## **Neighboring Public Housing Authorities With Addresses and Telephone Numbers**

## Public Housing Authorities

Abbeville Housing Authority  
248 Barnes St  
Abbeville, GA 31001  
912-467-3202

Acworth Housing Authority  
4173 Fred J. Kienel St.  
P. O. Box 347  
Acworth, GA 30101  
770-419-3200

Adairsville Housing Authority  
500 Martin Luther King Dr  
Adairsville, GA 30103  
770-773-3413

Adel Housing Authority  
409 Hull Ave.  
P. O. Box 278  
Nashville, GA 31639  
229-686-9321

Aiken Housing Authority  
P.O. Box 889  
Aiken, SC 29803  
803-649-6673

Alamo Housing Authority  
4 Sharton Dr.  
P. O. Box 478  
Alamo, GA 30411  
912-568-7641

Albany Housing Authority  
521 Pine Ave.  
P. O. Box 485  
Albany, GA 31702  
229-434-4500

Alma Housing Authority  
401 E. 12<sup>th</sup> St.  
Alma, GA 31510  
912-632-4298, 4299, 8433

Americus Housing Authority  
825 N. Mayo St.  
Americus, GA 31709  
229-924-3386

Arlington Housing Authority  
968 Blakely St  
Cuthbert, GA 39840  
229-732-2128

Ashburn Housing Authority  
200 Perry Dr Office 412  
Ashburn, GA 31714  
912-567-4668

Athens Housing Authority  
300 S. Rocksprings St.  
Athens, GA 30603  
706-425-5300

Atkinson County Housing Authority  
P. O. Box 278  
Nashville, GA 31639  
229-686-9321

Atlanta Housing Authority  
230 John Wesley Dobbs Ave NE  
Atlanta, GA 30303  
404-892-4700

Augusta Housing Authority  
1435 Walton Way  
Augusta, GA 30901  
706-724-5466

Bainbridge Housing Authority  
P. O. Box 304  
Bainbridge, GA 31718  
912-246-5386

Barnesville Housing Authority  
285 Indian Trail  
Barnesville, GA 30204  
770-358-3935

Baxley Housing Authority  
94 Highland Dr.  
Baxley, GA 31513  
912-367-2572

## Public Housing Authorities

Blackshear Housing Authority  
525 McDuffie St.  
Blackshear, GA 31516  
912-287-2440

Blakely Housing Authority  
411 Damascus St.  
Blakely, GA 39823  
229-723-3446

Blue Ridge Housing Authority  
30 Ouida St. Building G 1  
Blue Ridge, GA 30513  
706-632-5742

Boston Housing Authority  
216 S. College St.  
Thomasville, GA 31792  
912-226-4065

Bowdon Housing Authority  
1-M Grammar School Street  
Bowdon, GA 30108  
770-537-7030

Bremen Housing Authority  
700 Elder Dr.  
Bremen, GA 30110  
770-537-4020

Brunswick Housing Authority  
P. O. Box 1118  
Brunswick, GA 31521  
912-265-1334

Buchanan Housing Authority  
106 Griffith St.  
Buchanan, GA 30113  
770-646-3775

Buena Vista Housing Authority  
Church  
Buena Vista, GA 31803  
706-571-2800

Buford Housing Authority  
2050 Hutchins St.  
Buford, GA 30518  
770-945-5212

Butler Housing Authority  
P.O. Box 521  
Reynolds, GA 31076  
912-862-5551

Byron Housing Authority  
503 Boy Scout Road  
Bryon, GA 31008  
478-956-3135

Cairo Housing Authority  
224 6<sup>th</sup> Ave NE  
Cairo, GA 39828  
229-377-2065

Calhoun Housing Authority  
607 Oothcalooga St  
Calhoun, GA 30701  
706-629-9183

Camilla Housing Authority  
51 Hilliard St  
Camilla, GA 31730  
912-336-8543

Canton Housing Authority  
1400 Oakside Dr. Apt 76  
Canton, GA 30114  
770-479-4969

Carrollton Housing Authority  
1 Roop St.  
Carrollton, GA 30117  
770-834-2046

Cartersville Housing Authority  
240 Stonewall St.  
Cartersville, GA 30124  
770-382-1414



## Public Housing Authorities

Cave Spring Housing Authority  
121 Fincher St. B-4  
Cave Spring, GA 30124  
706-777-3375

Cedartown Housing Authority  
344 West Ave  
Cedartown, GA 30125  
770-748-1650

Chatsworth Housing Authority  
1311-19 Old Dalton Elijah Rd.  
Chatsworth, GA 30705  
706-695-3353

Clarkesville Housing Authority  
437 S. Pond St.  
Toccoa, GA 30577  
706-886-9455

Claxton Housing Authority  
10 Sims St  
Chatsworth, GA 30417  
912-739-4474

Clayton Housing Authority  
393 Shadyside Dr. Suite 31  
Clayton, GA 30525  
706-782-6467

Cleveland Housing Authority  
437 S Pond St  
Toccoa, GA 30577  
706-886-9455

Cochran Housing Authority  
P. O. Box 32  
Cochran, GA 31014  
478-934-6374

College Park Housing Authority  
2000 W. Princeton Ave.  
College Park, GA 30337  
404-559-2894

Colquitt Housing Authority  
208 W. Pine St.  
Colquitt, GA 39837  
912-758-3348

Columbus Housing Authority  
P. O. Box 630  
Columbus, GA 31993  
706-571-2800

Comer Housing Authority  
55 Ivy St.  
Comer, GA 30629  
706-783-4463

Commerce Housing Authority  
100 Willoughby Homes  
Commerce, GA 30529  
706-335-3611

Conyers Housing Authority  
1214 Summer Circle  
Conyers, GA 30012  
706-483-9301

Cordele Housing Authority  
401 S 10<sup>th</sup> Street  
Cordele, GA 31015  
229-273-3938  
229-273-0310

Cornelia Housing Authority  
437 S Pond St  
Toccoa, GA 30577  
404-886-9455

Covington Housing Authority  
5160 Alcovy Rd NE  
Covington, GA 30014  
706-786-7739

Crawfordville Housing Authority  
P. O. Box 117  
Crawfordville, GA 30631  
706-465-3479

## Public Housing Authorities

Cumming Housing Authority  
102 Social Circle  
Cumming, GA 30040  
770-887-5331

Cuthbert Housing Authority  
968 Blakely St  
Cuthbert, GA 39840  
229-732-2921

Dahlonega Housing Authority  
90 Thompson Circle  
Dahlonega, GA 30533  
706-864-3758

Dallas Housing Authority  
434 Paulding Ln  
P. O. Box 74  
Dallas, GA 30132  
770-445-3758

Dalton Housing Authority  
405 Sequoyah Pl.  
Dalton, GA 30720  
706-278-6622

Danielsville Housing Authority  
284 Crawford Dr.  
P.O. Box 677  
Danielsville, GA 30633  
706-795-3393

Dawson Housing Authority  
553 Lemon St. NE  
Dawson, GA 39842  
229-995-2675

Decatur Housing Authority  
750 Commerce Dr, Suite 400  
Decatur, GA 30030  
404-270-2100

Dekalb County Housing Authority  
750 Commerce Dr. Suite 201  
Decatur, GA 30031  
404-270-2500

Doerun Housing Authority  
800 4<sup>th</sup> Ave. SE  
Moultrie, GA 31768  
912-985-4162

Douglas Housing Authority  
312 E. Bryant St.  
Douglas, GA 31533  
912-384-5812

Douglas County Housing Authority  
8474 Pounds Cir  
Douglasville, GA 30134  
770-942-3121

Dublin Housing Authority  
P. O. Box 36  
Dublin, GA 31040  
478-272-2450

East Point Housing Authority  
3056 Norman Berry Dr.  
East Point, GA 30344  
404-768-0078

Eatonton Housing Authority  
208 Lawson Dr.  
Eatonton, GA 31024  
706-485-5361

Edison Housing Authority  
156 Tower Dr.  
P. O. Box 96  
Edison, GA 39846  
229-835-2307

Elberton Housing Authority  
410 Elbert St.  
Elberton, GA 30635  
706-283-5801

Ellaville Housing Authority  
Buena Vista  
Ellaville, GA 31806  
706-571-2800

## Public Housing Authorities

Ellijay Housing Authority  
29 Green Circle Bldg 200  
Ellijay, GA 30540  
706-635-4644

Fairburn Housing Authority  
152 Grant St.  
Fairburn, GA 30213  
770-306-8221

Fitzgerald Housing Authority  
341 S. Sherman St.  
Fitzgerald, GA 31750  
229-423-3755

Folkston Housing Authority  
700 S. 6<sup>th</sup> St.  
P. O. Box 397  
Folkston, GA 31537  
912-496-7259

Fort Gaines Housing Authority  
210 Commerce St. W.  
P. O. Box 216  
Fort Gaines, GA 39851  
229-768-2356

Fort Oglethorpe Housing Authority  
1 Patterson Pl.  
Fort Oglethorpe, GA 30742  
706-866-3303

Fort Valley Housing Authority  
201 B W. Church St. Suite B  
Fort Valley, GA 31030  
478-825-5056

Franklin Housing Authority  
900 S. River Rd.  
Franklin, GA 30217  
706-675-6060

Fulton County Housing Authority  
4273 Wendell Dr  
Atlanta, GA 30336  
404-588-4950

Gainesville Housing Authority  
750 Pearl Nix Pkwy.  
Gainesville, GA 30501  
770-536-1294

Georgia Dept. of Community Affairs  
60 Executive Pkwy. S., #250  
Atlanta, GA 30329  
404-679-4840

Gibson Housing Authority  
347 Project St.  
Gibson, GA 30810  
706-598-3840

Glennville Housing Authority  
4095 Herrington St.  
P. O. Box 237  
Glennville, GA 30427  
912-654-2544

Glenwood Housing Authority  
69 South First St.  
P. O. Box 237  
Glenwood, GA 30428  
912-523-5425

Grantville Housing Authority  
Glanton St.  
Grantville, GA 30220  
706-637-8153

Greensboro Housing Authority  
117 W. Third St.  
P. O. Box 217  
Greensboro, GA 30642  
706-453-7371

Greenville Housing Authority  
3041 Highway 100  
Greenville, GA 30222  
706-672-1353

Griffin Housing Authority  
518 Nine Oaks Dr.  
Griffin, GA 30224  
770-227-7657

## Public Housing Authorities

Hahira Housing Authority  
409 Hull Ave.  
P. O. Box 278  
Nashville, GA 31639  
229-686-9321

Hampton Housing Authority  
20 College St.  
P. O. Box 568  
Hampton, GA 30228  
770-946-4039

Hancock County Housing Authority  
Route 3  
Mayfield, GA 31087  
404-444-6538

Harlem Housing Authority  
Milledgeville  
P. O. Box 837  
Harlem, GA 30814  
706-556-3025

Harris County Housing Authority  
P. O. Box 630  
Hamilton, GA 31811  
706-571-2800

Hartwell Housing Authority  
116 W. Franklin Pl.  
Hartwell, GA 30643  
706-376-3153

Hawkinsville Housing Authority  
314 Progress Ave  
Hawkinsville, GA 31036  
912-892-3364

Hazlehurst Housing Authority  
P. O. Box 36  
Wildwood  
Hazelhurst, GA 31539  
912-375-6685

Hinesville Housing Authority  
301 Olive St.  
Hinesville, GA 31313  
912-876-3813

Hogansville Housing Authority  
200 West Boyd Rd.  
P. O. Box 127  
Hogansville, GA 30230  
706-637-8153

Homer Housing Authority  
Hill St.  
Homer, GA 30547  
706-677-2770

Homerville Housing Authority  
110 Crescent Dr.  
P. O. Box 416  
Homerville, GA 31634  
229-242-4130

Houston County Housing Authority  
112 Memorial Terrace  
Warner Robins, GA 31093  
912-929-0229

Jackson Housing Authority  
160 Carter Ave.  
Jackson, GA 30233  
770-358-3935

Jasper Housing Authority  
164 Landrum Cir #147  
Jasper, GA 30143  
706-692-5514

Jefferson Housing Authority  
Athens St. Hwy 129  
Jefferson Terrace Apts  
Jefferson, GA 30549  
706-367-8311

Jesup Housing Authority  
327 Bay Acres Rd.  
Jesup, GA 31545  
912-427-2535

Jonesboro Housing Authority  
P. O. Box 458  
203 Hightower St.  
Jonesboro, GA 30237  
770-478-7282

## Public Housing Authorities

Kingsland Housing Authority  
1916 Woodlawn Dr.  
P. O. Box 1377  
Kingsland, GA 31548  
912-729-5452

Lafayette Housing Authority  
300 Oak ST  
Lafayette, GA 30728  
706-638-2733

Lagrange Housing Authority  
201 Chatham St.  
Lagrange, GA 30240  
706-882-6416

Lakeland Housing Authority  
409 Hull Ave.  
Nashville, GA 31639  
229-686-9321

Lavonia Housing Authority  
13032 Jones St.  
Lavonia, GA 30553  
706-356-8224

Lawrenceville Housing Authority  
502 Glenn Edge Dr.  
Lawrenceville, GA 30045  
770-963-4900

Lee County Housing Authority  
Turnkey Circle S.  
Leesburg, GA 31763  
229-759-6226

Lincolnton Housing Authority  
311 Moss Ave.  
Lincolnton, GA 30817  
706-359-3243

Lithonia Housing Authority  
6878 Max Cleland Blvd.  
Lithonia, GA 30058  
770-482-6563

Loganville Housing Authority  
117 Winston Byrd Ln.  
Loganville, GA 30052  
770-267-6591

Louisville Housing Authority  
710 W. Nelms St.  
Louisville, GA 30434  
706-554-2233

Lumber City Housing Authority  
Church St.  
Lumber City, GA 31539  
912-363-4246

Lyons Housing Authority  
208 N. Lanier St.  
Lyons, GA 30436  
912-526-8504 TDD/Voice

Madison Housing Authority  
509 Madison Ave.  
Monroe, GA 30650  
770-267-6591

Manchester Housing Authority  
P. O. Box 110  
522 MLK Dr.  
Manchester, GA 31816  
706-846-9428

Marietta Housing Authority  
95 Cole St NE  
Marietta, GA 30060  
770-419-3200

City of Marietta Section 8  
P. O. Box 609  
Marietta, GA 30061  
770-794-5430

Marshallville Housing Authority  
2050 Hutchins St.  
Buford, GA 30518  
770-945-5212

## Public Housing Authorities

McCaysville Housing Authority 106 Briggs St McCaysville, GA 30555 706-492-4936	Monticello Housing Authority 405 Funderburg Dr. Monticello, GA 31064 706-468-6201
McDonough Housing Authority 345 Simpson St. P. O. Box 73 McDonough, GA 30253 770-957-4494	Moultrie Housing Authority 800 4 <sup>th</sup> Ave. SE Moultrie, GA 31768 912-985-4162
McRae Housing Authority 109 Willow Creek Ln. McRae, GA 31055 912-868-3364	Mt. Vernon Housing Authority 101 West Underwood Dr. Mt. Vernon, GA 30445 912-583-2396
Menlo Housing Authority 77 Ralph Chamblee Dr. Menlo, GA 30731 706-862-2240	Nahunta Housing Authority 101 Burton Terrace Nahunta, GA 31553 912-462-5680
Metter Housing Authority 290 N. Lewis St. P. O. Box 207 Metter, GA 30439 912-685-5377	Nashville Housing Authority 409 Hull Ave. Nashville, GA 31639 229-686-9321
Milledgeville Housing Authority 545 Martin Luther King Dr. Milledgeville, GA 31061 478-453-3451	Newnan Housing Authority 48 Ball St. P. O. Box 881 Newnan, GA 30263 770-253-6461
Millen Housing Authority 824 Hart Ave. Millen, GA 30442 706-554-2233	Newton Housing Authority 401 E. 12 <sup>th</sup> St. P. O. Box 190 Alma, GA 31510 912-632-4298
Monroe Housing Authority 808 Marable St. Monroe, GA 30656 770-267-6591	Nicholls Housing Authority 707 Atlantic Ave. Nicholls, GA 31501-3248 912-345-2887
Montezuma Housing Authority 542 Richardson St. Montezuma, GA 31063 478-472-8209	Norcross Housing Authority 19 Garner St. Norcross, GA 30071 770-448-3668

## Public Housing Authorities

Ocilla Housing Authority  
534 N. Alder St.  
Ocilla, GA 31774  
229-468-5400

Oglethorpe Housing Authority  
2050 Hutchins St.  
Buford, GA 30518  
770-945-5212

Palmetto Housing Authority  
152 Grant St.  
Fairburn, GA 30213  
770-306-8221

Pearson Housing Authority  
P. O. Box 278  
Nashville, GA 31639  
229-686-9321

Pelham Housing Authority  
548 Palmer St. S. W.  
Pelham, GA 31779  
229-294-8444

Perry Housing Authority  
822 Perimeter Rd.  
Perry, GA 31069  
912-987-5097

Quitman Housing Authority  
609 N. Highland Circle  
P. O. Box 229  
Quitman, GA 31643  
229-263-4631

Reidsville Housing Authority  
P. O. Box 618  
Reidsville, GA 30453  
912-557-4259

Reynolds Housing Authority  
2050 Hutchins St.  
Buford, GA 30518  
770-945-5212

Ringgold Housing Authority  
137 Circle Dr.  
Ringgold, GA 30736  
706-935-3028

Roberta Housing Authority  
20 C F Willis Dr.  
Roberta, GA 31078  
478-836-3530

Rochelle Housing Authority  
792 Second Ave.  
Rochelle, GA 31079  
229-365-2333

Rockmart Housing Authority  
811 Forrest Ave.  
P. O. Box 312  
Rockmart, GA 30153  
770-684-6571

Rome Housing Authority  
800 N. 5<sup>th</sup> Ave.  
P. O. Box 2539  
Rome, GA 30162-1428  
706-290-0156

Roswell Housing Authority  
766 Myrtle St.  
Roswell, GA 30075  
770-993-6226

Royston Housing Authority  
216 Hartwell St.  
Royston, GA 30662  
706-245-7277

Sandersville Housing Authority  
419 Morningside Dr.  
Sandersville, GA 31082  
478-552-6955

Savannah Housing Authority  
1407 Wheaton St.  
Savannah, GA 31404  
912-235-5800

## Public Housing Authorities

Screven County Housing Authority  
100 North Elm St.  
Sylvania, GA 30467  
706-554-2233

Senoia Housing Authority  
57 Middle St.  
Senoia, GA 30276  
706-599-6442

Shellman Housing Authority  
968 Blakely St.  
Cuthbert, GA 39840  
229-732-2921

Social Circle Housing Authority  
742 Walton Ct.  
Social Circle, GA 30025  
770-267-6591

Soperton Housing Authority  
700 Eastman Rd.  
Soperton, GA 30457  
912-529-4596

Sparta Housing Authority  
545 Martin Luther King  
Milledgeville, GA 31061  
706-444-7360

St. Marys Housing Authority  
501 W. Church St.  
P. O. Box 526  
St. Marys, GA 31558  
912-882-5705

Statesboro Housing Authority  
Hwy 80 East 33 Cone Homes  
P. O. Box 552  
Statesboro, GA 30458  
912-764-3512

Stewart County Housing Authority  
P. O. Box 327  
Lumpkin, GA 31815  
229-838-4493

Summerville Housing Authority  
56 Ross St.  
Summerville, GA 30747  
706-857-3016

Swainsboro Housing Authority  
420 N. Racetrack St.  
P. O. Box 265  
Swainsboro, GA 30401  
478-237-7381

Sylvania Housing Authority  
100 North Elm St.  
Sylvania, GA 30467  
770-554-2233

Sylvester Housing Authority  
411 N. Jefferson St.  
Sylvester, GA 31791  
229-776-7621

Talbot County Housing Authority  
100 Martin Luther King Jr Dr.  
P. O. Box 220  
Woodland, GA 31836  
706-674-2316

Talbotton Housing Authority  
100 Martin Luther King Jr Dr.  
P. O. Box 220  
Woodland, GA 31836  
706-674-2316

Tallapoosa Housing Authority  
304 Arbacoochee Rd.  
Tallapoosa, GA 30176  
770-574-2207

Tennille Housing Authority  
300 E. Church St.  
Tennille, GA 31089  
912-552-0026

Thomaston Housing Authority  
574 Triune Ave.  
Thomaston, GA 30286  
706-647-7420



## Public Housing Authorities

Thomasville Housing Authority  
216 S. College St.  
Thomasville, GA 31792  
912-226-4065

Thomson Housing Authority  
219 Pecan Ave.  
Thomson, GA 30824  
706-595-4878

Tifton Housing Authority  
15 E. 16<sup>th</sup> St.  
Tifton, GA 31794  
229-382-5434

Toccoa Housing Authority  
605 Pond St. S.  
Toccoa, GA 30577  
706-886-0268

Unadilla Housing Authority  
282 2<sup>nd</sup> St.  
Unadilla, GA 31091  
478-627-3572

Union City Housing Authority  
277 East Broad St.  
Fairburn, GA 30213  
404-969-7221 / 4208

Union Point Housing Authority  
48 Ball St.  
Newnan, GA 30263  
770-253-6461

Valdosta Housing Authority  
610 E. Ann St.  
Valdosta, GA 31603  
229-242-1252

Vidalia Housing Authority  
907 Morris St.  
P. O. Box 508  
Vidalia, GA 30474  
912-537-4885

Vienna Housing Authority  
700 Fitzpatrick Pl.  
Vienna, GA 31092  
229-268-4458

Villa Rica Housing Authority  
35 walnut Dr.  
Villa Rica, GA 30180  
770-459-3112

Warner Robins Housing Authority  
112 Memorial Terrace  
P. O. Box 2048  
Warner Robins, GA 31093  
912-929-0229

Warrenton Housing Authority  
101 Phelps Dr.  
Warrenton, GA 30828  
706-465-3479

Washington Housing Authority  
103 Cheney Pkwy.  
Washington, GA 30673  
706-678-3479

Waycross Housing Authority  
1130 Tebeau St.  
Waycross, GA 30830  
912-287-2440

Waynesboro Housing Authority  
570 Wallace St.  
Waynesboro, GA 30830  
706-554-2233

West Point Housing Authority  
1201 E. 12<sup>th</sup> St.  
P. O. Box 545  
West Point, GA 31833  
706-645-1202

Winder Housing Authority  
11 Horton St.  
Winder, GA 30680  
770-867-7495

## Public Housing Authorities

Woodbine Housing Authority  
500 Georgia Ave.  
P. O. Box 1000  
Woodbine, GA 31569  
912-576-3147

Woodbury Housing Authority  
125 Tulip  
P. O. Box 66  
Woodbury, GA 30293  
706-553-5668

Woodland Housing Authority  
33 Martin Luther King Jr. Dr.  
Woodland, GA 31836  
706-674-2316

Wrightsville Housing Authority  
P. O. Box 190  
Wrightsville, GA 31096  
912-864-2033

Macon Housing Authority  
P. O. Box 4928  
Macon, GA 31208  
478-752-5000

## **Augusta Housing Authority**

### **Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

#### **To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Augusta Housing Authority's Housing Choice Voucher Program is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

#### **Protections for Applicants**

If you otherwise qualify for assistance under Augusta Housing Authority's Housing Choice Voucher Program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Tenants**

If you are receiving assistance under the Augusta Housing Authority's Housing Choice Voucher Program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Augusta Housing Authority's Housing Choice Voucher Program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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

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

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

### **Removing the Abuser or Perpetrator from the Household**

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

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

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

### **Moving to Another Unit**

Upon your request, the Augusta Housing Authority may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the Augusta Housing Authority may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- 2. You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- 3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

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

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

The Augusta Housing Authority's emergency transfer plan provides further information on emergency transfers, and the Augusta Housing Authority must make a copy of its emergency transfer plan available to you if you ask to see it.

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

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

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

- A complete HUD-approved certification form given to you by the Augusta Housing Authority with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that the Augusta Housing Authority has agreed to accept.

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

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

### **Confidentiality**

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

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

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

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

VAWA does not limit the Augusta Housing Authority's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

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

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the Augusta Housing Authority cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

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

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

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

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the HUD field office, Atlanta Regional Office at (404) 331-5001 or (404) 331-5136.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>. Additionally, the Augusta Housing Authority must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact the Augusta Housing Authority's Housing Choice Voucher Program at [phaaug@augustapha.org](mailto:phaaug@augustapha.org).

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the following local agencies:

- **Safe Homes of Augusta at (706) 736-2499**
- **Interfaith Hospitality Network at (706) 364-4462**
- **Salvation Army at (706) 826-7933**

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

For help regarding sexual assault, you may contact: See above list of local agencies. Victims of stalking seeking help may contact: See above list of local agencies.

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

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

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

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

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

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

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

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

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



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

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

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

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

5. Residence of victim: \_\_\_\_\_

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

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

<p>In your own words, briefly describe the incident(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

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