

# **Guide to the Housing Choice Voucher Program**

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OFFICE HOURS      8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:00 p.m.

CLOSED 12:00 – 1:00 FOR LUNCH

Monday thru Friday (except Federal Holidays)

**Drop Box is located on the South side of the HHA Office (HCV) and is available 24/7!**

This document is offered as guidance only. It is not a contract between the HHA, Section 8 Applicants, Section 8 Participants or Section 8 Landlords/Owners/Agents. Should any statement in this Guide conflict with Federal, State or local law or regulation, the Federal, State or local law or regulation shall prevail.

# Hammond Housing Authority Housing Choice Voucher Department

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## **Introduction to the Housing Choice Voucher Program**

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Welcome and thank you for your interest in the Hammond Housing Authority's Housing Choice Voucher Program.

The information in this booklet is provided to assist you in completing the required procedures to participate in the HHA's Housing Choice Voucher Program. Please read it carefully and keep it for future reference to assure your continued participation in the program.

The Housing Choice Voucher Program is administered by the Hammond Housing Authority (HHA). The HHA receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. The Housing Choice Voucher Program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments.

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

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

A housing subsidy is paid to the landlord directly by the HHA on behalf of the participating family. The family then pays the difference between the allowed actual rent charged by the landlord and the amount subsidized by the program.

We look forward to working with you and your family to provide assistance for your new home.

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## Housing Vouchers – How Do They Work?

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The Housing Choice Voucher Program places the choice of housing in the hands of the individual family. A very low-income family selected by the HHA to participate is encouraged to consider several housing choices to secure the best housing for the family needs. A housing choice voucher holder is advised of the unit size for which it is eligible based on family size and composition. The voucher holder is also advised of the maximum amount of rent that can be paid by both the HHA and the Family.

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

The HHA determines a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a family will receive. However, the payment standard does not limit and does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a housing voucher can select a unit with a rent that is below or above the payment standard. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard the family is required to pay the additional amount. By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40% of its adjusted monthly income for rent.

### Step-by-Step ---- How the Program Works

1. The family makes an initial application for Housing Choice Voucher assistance.
2. The HHA will determine if the family is eligible.
3. If the family is determined eligible, the family is issued a Housing Choice Voucher by the HHA. The Housing Voucher is good for 120 days only, which means the family must find an affordable unit that will pass inspection within 120 days of the date of issuance of the voucher.
4. The family searches for a unit to rent.
5. When the family finds a unit, they ask the landlord if he/she will accept the Housing Choice Voucher family as a tenant, and if the landlord is willing to accept a Housing Assistance Payment from the HHA.
6. The landlord and family sign a Request for Tenancy Approval and Owner/Participant Certification to the HHA HCV office.
7. If the landlord's rent amount is acceptable, the HCV Inspector conducts an inspection. Inspections are scheduled between five and fifteen days after the Request for Tenancy Approval and Owner/Participant Certification are accepted.
8. If there are repairs to be made, the repairs must be completed before assistance may begin.
9. Once repairs are completed, the landlord and family sign a lease effective the 1<sup>st</sup> of the month following the passed inspection.
10. The family pays the security deposit.
11. The landlord signs a Housing Assistance Payment contract with the HHA.
12. The family moves into the unit.
13. Each month a portion of the rent is paid directly to the landlord by the HHA, and the family pays their portion directly to the landlord.
- 14. The family reports ALL changes in income and family composition (in writing) to the HHA within ten (10) days of the change.**
15. The family is recertified for eligibility each year and assistance will continue as long as the family remains eligible.
16. A unit must be reinspected and pass an HQS inspection each year and assistance will continue for that unit as long as the unit remains eligible.
17. The family may move after the initial 12 month lease period.
- 18. The family cannot add any new household member in the first 12 months, other than by birth, adoption, court-awarded custody.**

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## Is Your Family Eligible for the Housing Choice Voucher Program?

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To be eligible for the Housing Choice Voucher Program, an applicant must meet the following eligibility requirements:

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### Family Income

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**For initial participation in the Housing Choice Voucher Program.** The family must report **ALL** income for each member of the family. The HHA will determine if certain income may be excluded from the family's total income by Federal law. For initial participation in the Housing Choice Voucher Program, the family's total income may not exceed the current income limits.

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### Additional eligibility requirements

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In addition to income, to be determined eligible for participation in the Housing Choice Voucher Program, there are additional eligibility requirements. These are:

- Applicant must qualify as a family.
- The family must be US citizens or specified categories of non-citizens who have eligible immigration status.
- All family members six (6) years or older must provide their Social Security numbers if they have been issued a number by the Social Security Administration or sign a certification that they have not been assigned one.

- Applicant and all family members age 18 and over must sign a consent/ authorization for the release of information.
- Applicant and all family members age 18 and over must pass a criminal background check.
- Applicant and all family members age 18 and over must meet the HHA's additional screening criteria.

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### Verification of information

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During the application process, the HHA will collect information on family income, assets, criminal history, and family composition. The HHA will verify this information with other agencies, your employer and bank, and will use the information to determine program eligibility and the amount of the housing assistance payment.

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## Reasons You Will Be Denied Participation in the Voucher Program

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The HHA will **deny** assistance for the following reasons:

- The applicant family does not meet eligibility requirements.
- Any adult family member refuses to sign or submit required consent forms.
- Any family member has been convicted of manufacturing or producing methamphetamine on any federally assisted housing premises.
- If, during previous participation in the Housing Choice Voucher program, the family violates any Family Obligations as listed in HUD regulations for the Housing Choice Voucher program.
- If any family member has ever been evicted from federally assisted housing.
- If any housing agency has ever terminated assistance under the

Housing Choice Voucher program for any family member.

- If any family member has **committed** a drug related or violent criminal activity. This includes your guests.
- If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, e.g. withholding information about income during a required reexamination, or misrepresenting the family's income in a previous federal or state-assisted tenancy.
- If any household member is subject to a lifetime registration under a state sex offender registration program.
- If any household member has been evicted from public housing, Indian housing, Section 23, or any Section 8

(HCV) program because of drug-related criminal activity.

- If the HHA determines that there is reasonable cause to believe that any household member abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. **(Including guests)**
- **If the family has engaged in or threatened abusive or violent behavior toward HHA personnel.**
- If the HHA determines that there is reasonable cause to believe that any household member's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. **(Including guests)**

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## **Missed Appointments**

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All applicants/participants who fail to keep a scheduled appointment with the HHA will be scheduled a second time as a final notice. Missing a final notice appointment will result in denial or termination of assistance.

This includes the annual HQS (or any special) inspection.

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## **Applicant Responsibilities While on the Waiting List**

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While on the waiting list, an applicant family **MUST** notify the HHA of any changes in income, address, and/or family status. Changes **MUST** be reported in writing within ten (10) days of the change. *Change of Status* forms are available at the HCV office.

Upon selection from the waiting list, an applicant **MUST** provide the HHA with complete and accurate information necessary to determine program eligibility.

Upon determination of eligibility, an applicant will conduct a housing search with a voucher expiration date of 120 calendar days from the date of issuance. **NO extensions will be given!**

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## **Term of the Housing Choice Voucher**

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A Housing Choice Voucher is good for one hundred twenty (120) days from the date of issuance. Issue and expiration dates are shown on the front of the Voucher form. There will be **no extensions given!**

**NOTE:** Your voucher time will not stop once a RTA is submitted.



A family must submit, and the HHA must approve, a *Request for Tenancy Approval (RTA) (HUD form 52517)* for the process to continue. The unit will be inspected within 15 days of the RTA approval. If a unit does not pass inspection, and the landlord will not make the needed repairs, the RTA will be withdrawn. **Only one (1) RTA can be submitted at a time!**

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## Moves and Continuation of Housing Choice Voucher Assistance

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Families may move to a new unit with continued assistance if:

- The family is required to move by the HHA.
- The family chooses to relocate (limited to one move per year **AFTER** the first full 12 months of participation in the Voucher Program) and has given proper notice of lease termination.
- The landlord terminates the lease and/or contract.
- A mutual termination (signed by the landlord and the tenant) of the lease is submitted after the initial 12 months. A *Notice of Intent to Vacate* form is to be used and is available at the HCV office.
- The HHA **must** receive at least 30 days (no more than 60 days) notice to move.

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## When You Are Required by the HHA to Move

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When you are required by the HHA to move, it will be for one of the following reasons:

- The HHA terminates the Housing Assistance Payment Contract with the Landlord, and you remain eligible for the Housing Choice Voucher program and want to continue under the program.
- Your family composition changes and you no longer qualify for the size unit you are occupying.

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## When You Choose to Move

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A family's housing needs change over time with changes in family size, job locations, and for other reasons. The Housing Choice Voucher Program is designed to allow families to move without the loss of housing assistance.

Under the voucher program, once the voucher participant has completed the first twelve months of assistance, the voucher participant may then choose a unit anywhere in the United States (dependent on funding availability). A family that wishes to move to another unit in the HHA's jurisdiction must consult with the HHA to verify the procedures for moving. If you choose to move to another unit in the HHA jurisdiction, you may do so but are only allowed one move per year.

**Remember!**

Moves are permissible after the initial 12-month lease period as long as the family notifies the HHA ahead of time, terminates its existing lease within the lease provisions, and finds acceptable alternate housing.

When you choose to move, you must

- Observe the terms and conditions of your lease with the landlord.
- Notify the Hammond Housing Authority, in writing, at least thirty (30) days and no more than sixty (60) days prior to terminating the lease.

- Give proper written notice to the landlord according to the lease.

***Families who move without following the required procedures with the Hammond Housing Authority are responsible for their own rent and may not be eligible for future Housing Choice Voucher assistance.***

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## **May a Landlord Evict a Housing Choice Voucher Family?**

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A landlord may evict a Housing Choice Voucher family under the terms of the lease agreement. The landlord must follow the Indiana laws regarding evictions. The landlord must give the HHA a written notice of the eviction. Eviction is grounds for termination of the family's Housing Choice Voucher assistance.

If evicted from a Housing Choice Voucher assisted unit, the family, including each member of the family age 18 and over, will not be allowed to participate in the Housing Choice Voucher Program.

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## **Portability**

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**\*Subject to change without notice depending on funding availability\***

You may move to another city and take the Housing Choice Voucher with you. To do so, you must complete a **Portability Request, which is available at the HCV office**. You may not exercise portability during your first 12 months on the program, unless you were a Hammond resident at the time you completed your application.

If funding is unavailable, portability will **only** be approved if the receiving PHA will absorb the voucher. Portability **may** be approved if the receiving PHA's payment standard is equal to (or less than) the HHA's current payment standard.

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## **Everyone – Tenant Family, Landlord and HHA – Has Obligations and Responsibilities under the Voucher Program**

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Once the HHA approves an eligible family's housing unit, the family and the landlord sign a lease, and the landlord and the HHA sign a Housing Assistance Payments Contract that runs for the same term as the lease. This means everyone – tenant family, landlord and the HHA – has obligations and responsibilities under the Voucher Program.

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## **Family's Obligations**

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When a family selects a housing unit, and the HHA approves the unit and lease, the family signs a lease with the landlord for at least one (1) year. The family may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease.

When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition and notify the HHA of any changes in income and/or family composition.

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## **The Family Must:**

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- Supply any information that the HA 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.
- Report any change(s) in income, assets, family composition, or allowances **IN WRITING** within ten (10) days of the change. Changes **will not** be taken by phone!
- Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- **Any information the family supplies must be true and complete.**
- The family is responsible for a Housing Quality Standard breach **caused by the family or any guest(s) of family members.**
- Allow the HA to inspect the unit at reasonable times and after reasonable notice.
- Notify the HA and owner in writing before moving out of the unit or terminating the lease.
- Give the HA a copy of any owner eviction notice.
- Use the assisted unit for residence by the family. The unit must be the family's only residence.
- Promptly notify the HA in writing of the birth, adoption, or court-awarded custody of a child.
- Request HA written approval **PRIOR** to adding any other family member as an occupant of the unit.
- Promptly notify the HA in writing if any family member no longer lives in the unit.
- Supply any information requested by the HA to verify that the family is living in the unit or information related to family absence from the unit.
- Promptly notify the HA in writing when the family is away from the unit for an extended period of time in accordance with HA policies.
- Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

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## **The Family (including any family member) Must Not:**

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- Commit any serious or repeated violation of the lease.
- Sublease or let the unit or assign the lease to transfer the unit.

- 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).
- Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- **Engage** in drug-related criminal activity, or violent criminal activity.
- Have been evicted from housing assisted under the program for serious violation of the lease.
- Receive Housing Choice Voucher assistance while receiving another housing subsidy, for the same unit or a different unit under any Federal, State or local housing assistance program.
- **Damage the unit or premises** (other than damage from ordinary wear and tear) **or permit any guest to damage the unit or premises.**
- Receive Housing Choice Voucher assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HA 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.
- **Engage** in illegal use of a controlled substance and/or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.

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## **Landlord's Obligations**

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- Provide decent, safe, and sanitary housing to a tenant family at a reasonable rent
- Select and screen applicants for suitability as tenants
- Comply with the Housing Assistance Payment Contract and the Lease
- Collect the tenant's portion of the rent (no more than stated by the HHA)
- Make timely repairs and keep the unit in good condition
- Comply with Federal, State, and local laws/regulations, Fair Housing laws, and Owner/Tenant laws (Fair Housing information is available at the HCV Office)
- Permit inspections
- Correct any deficiencies as soon as they are discovered. HHA will abate payments or terminate the HAP contract if deficiencies are not corrected.
- Comply with the Housing Assistance Payments Contract and the Lease
  - Renegotiate the lease with the Tenant and the HHA prior to the lease expiration
  - Provide the HHA with written notice prior to initiating eviction proceedings
  - Inform the HHA immediately of any move-outs or damages caused by HCV tenants

***If the landlord fails to fulfill these obligations, the HHA will withhold or abate (stop) or terminate the housing assistance payments. Future participation in the Program may also be prohibited.***

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## **HHA's Obligations**

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The HHA administers the voucher program locally.

The HHA provides a family with the housing assistance that enables the family to seek out suitable housing.

The HHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family. If the landlord fails to meet the landlord's obligations under the HAP Contract/Lease, the HHA has the right to terminate assistance payments.

The HHA must reexamine the family's income and composition at least annually and must inspect each unit at least annually to ensure that it meets minimum housing quality standards.

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## **Denial or Termination of HCV Assistance**

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Denial of assistance to an applicant may include any or all of the following:

- denying placement on the waiting list;
- denying or withdrawing a voucher;
- refusing to enter into a HAP contract or approve tenancy; or
- refusing to process or provide assistance under portability procedures;

When assistance is denied the family will be notified in writing of the reason and offered an informal review. The denial letter will contain the procedure for requesting an informal review.

HUD requires the HHA to deny assistance if any family member refuses to sign or submit the required consent forms in accordance with HUD regulation.

The Housing Opportunity Program Extension Act of 1996, signed into law on March 28, 1996, requires that any person evicted from Public Housing, Indian Housing, or any HCV (Section 8) Program because of drug-related criminal activity are ineligible for admission to Housing Choice Voucher programs. The HHA may waive this requirement if the person demonstrates successful participation in or completion of a rehabilitation program approved by the HHA; or, the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household.

If an applicant owes money to any HA from a previous tenancy, the HHA will require that the applicant satisfy the full reimbursement (within a specified time frame) prior to receiving his/her Housing Choice Voucher assistance.

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## **Informal Hearings and Reviews**

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The term "appeal", as used herein, refers to both informal reviews and informal hearings. The term "review" and "hearing" are used only when necessary to distinguish between the two.

Applicants and participants are provided an opportunity to present objections to certain HHA decisions through informal reviews and hearings. Depending on the objectionable decision, an individual may be

entitled to either a review or hearing. Generally, “reviews” are for decisions pertaining to applicants while “hearings” are for decisions pertaining to participants.

Informal hearing provisions for the denial or termination of assistance on the basis of ineligible immigration status is contained in 24 CFR 5.514.

When a decision is appealed, the HHA will give the family no less than seven (7) calendar day’s written notice. The notice will state:

- The reasons for the decision.
- That if the family disagrees with the decision, an appeal may be requested.
- The procedure for requesting an appeal.
- The deadline for the family to request an appeal.

After the appeal is scheduled and the family fails to attend the scheduled appointment, the HHA will withdraw the application or terminate the assistance.

Any extensions granted by the HHA for submitting additional materials relative to the appeal will be limited in duration.

When the aggrieved party notifies the HHA that he/she cannot attend the appeal (e.g., medical confinement), the appointment will be rescheduled one time. The HHA is not required to provide more than one rescheduled date. **Missing the informal hearing must be related to an emergency beyond your control and will require verification and documentation.**

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## **When Decisions are Effective**

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All decisions regarding denial or termination of assistance are effective at the completion of the HHA appeal process.

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## **Informal Reviews**

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An informal review is required when the HHA denies an applicant admission to the Housing Choice Voucher program. The HHA will notify the applicant of its final decision after the informal review, including a brief statement of the reasons for the final decision. Informal review decisions made by the HHA are final and cannot be appealed to the Executive Director.

An informal review is **NOT** required for decisions concerning:

- discretionary administrative determinations by the HHA
- general policy issues or class grievances
- a determination of the family unit size under the HHA’s subsidy standards
- the HHA determination to deny an extension or suspension of a subsidy’s term; or when a subsidy expires
- the HHA determination to deny a RTA, including RTA expiration, or to reject a proposed lease
- the HHA determination that a unit does not comply with HQS;

- the HHA determination that the unit does not meet HQS because of the family size or composition; or
- denial of portability.

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## Informal Hearings

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An informal hearing will be offered to participants to consider whether certain HHA decisions relating to the individual circumstances of the family are in accordance with the law, HUD regulations and the HHA policies. For decisions regarding termination of assistance, the HHA will give the opportunity for an informal hearing before the HHA terminates housing assistance payments for the family. Only decisions regarding termination of assistance can be appealed to the HHA.

An informal hearing will be offered when the HHA makes a determination:

- To terminate assistance for any reason.
- To terminate assistance because the family has been absent from the assisted unit for longer than the maximum period permitted under the HHA policy.
- To terminate a family's FSS contract or propose forfeiture of the family's escrow account.

In the following cases the HHA will notify the family that they may ask the HHA to explain its decision, and that if the family does not agree with the determination, the family may request an informal hearing on the decision:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HHA utility allowance schedule.
- A determination of the family unit size under the HHA subsidy standards.

An informal hearing is **NOT** required for decisions concerning:

- General policy issues or class grievances
- Discretionary administrative determinations by the HHA.
- Establishment of the HHA schedule of utility allowances
- The HHA determination to deny an extension or suspension of a subsidy's term; or when a subsidy expires
- The HHA determination that an assisted unit does not comply with HQS; (However, the HHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family)
- The HHA determination that the unit does not comply with HQS because of the family size
- A determination by the HHA to exercise or not to exercise any right or remedy against the owner under a HAP contract
- Denial of portability

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## Procedure for informal hearings

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### Notice requirement

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For any determination where an informal hearing will be offered, the family will be given not less than ten (10) calendar days written notice of the decision. The notice will contain the following information:

1. A brief statement of the reasons for the decision.
  2. The issues involved in the HHA's decision.
  3. The date the decision is effective.
  4. The family's right to an informal hearing.
  5. How the family can request a hearing.
  6. What time frame the family has to request a hearing (usually seven (7) calendar days from the date of mailing).
  7. If the family requests any documents from the HHA as it relates to the denial of assistance, the family must:
    - a. Request documents in writing no less than two (2) working days prior to the Informal Review/Hearing date.
    - b. Inform the HHA in writing when presenting any evidence, witnesses, or representation by legal counsel no less than (2) working days prior to the Informal Review/Hearing date.
  8. That if the family does not avail itself of the opportunity for an informal hearing at the HHA, it may not appeal a termination decision to the HHA.
- Note:** If the family fails to follow the Informal Review/Hearing procedures, they will not be allowed to present the evidence and/or witnesses.
- If the HHA is not previously advised of family represented by legal counsel, the Informal Review/Hearing will be rescheduled to allow for HHA's attorney to be present.

Once a family requests an informal hearing, a notice will be mailed stating the time and place of the informal hearing

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### Issuance of Decision

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The hearing officer will issue a written decision within fourteen (14) calendar days of the hearing. The decision will be based only upon the evidence presented at the hearing.

All parties shall be notified in writing of the final decision. If the family is represented by counsel, the HHA is only obligated to send notification to counsel. The notice shall state the reasons for the decision, including a determination of each issue of fact or law necessary to the decision.

Factual determination relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.



An official record of the hearing will be made available to the family if they so request. The family will pay for any transcription of recordings before the agency will make the transcript available to the family.

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## Effect of Decision

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The HHA is not bound by a hearing decision concerning a matter for which the HHA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HHA hearing procedures; contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law.

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

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## Important Tips to Remember

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- ✓ Please remember that you are eligible for a specific number of bedrooms. You will not be approved for a larger bedroom size than you are eligible for, unless as a reasonable accommodation for a person with a disability. Also, your total rent cannot exceed the payment standard for the size unit and the amount that you can pay determined by your current income.
- ✓ We maintain a property listing of available units in the office. You may review the listing at the office during business hours and write down any information about a unit you are interested in.
- ✓ Do not waste your search time by submitting Requests for Tenancy Approval for units that exceed your bedroom size or rent determined by your current income!
- ✓ Hammond Housing Authority's policy is 1 bedroom for Head of Household and 1 bedroom per 2 persons regardless of age or sex.
- ✓ **Do not move into the unit until you have the HHA's approval to do so. The HHA will not pay any portion of the rent until the unit has been approved and contract start date is determined.**
- ✓ A Housing Assistance Payment (HAP) contract will begin on the first day of the month following the inspection **and** approval of a unit.
- ✓ During your housing search, please keep the HHA informed of any changes in your family income, address, family size or status, and/or other information that may impact your eligibility for the HCV program.
- ✓ Any adult household member (age 18 and over) claiming zero income **must** come in to the HCV office on the first business day of each month to complete the "Zero Income Checklist" each month he/she claims no income.
- ✓ Please be aware that during your housing search if you fail to comply with HHA's requirements or are arrested during your search period, your voucher will be revoked. (Includes any family member age 18 or older.)
- ✓ Please be aware that if you violate any of your family obligations under the lease, fail to comply with the Housing Choice Voucher Program requirements, or are arrested during the lease term,

you will jeopardize your future participation in the Housing Choice Voucher Program. (Includes any family member age 18 or older).

- ✓ **If you submit the Request for Tenancy Approval on the date of voucher expiration, the unit MUST pass the initial inspection. If the unit fails the initial inspection, the voucher has expired. NO EXCEPTIONS!!**

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## **How Much Rent Can You Afford?**

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### **If You Want to Pay 30% of Your Income for Rent – Maximum Rent to Owner and Utility Allowance**

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Following are the maximum rents allowable under the HHA's Housing Choice Voucher Program. However, the rent may be less depending on the reasonableness of the rent as determined by HUD regulations. Please do not submit an RTA in excess of the payment standard amount for a larger bedroom size than approved by the HHA. Please see the Utility Allowance tables provided in the ***"Forms you Should Keep"*** section of this document.

**Rent to Owner + Utility Allowance = Payment Standard or the reasonable rent (whichever is less)**

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### **If You Want to Pay More of Your Income for Rent – Maximum Rent to Owner and Utility Allowance**

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If you think you can afford more rent, you are allowed to exceed the Payment Standard up to 40% of your adjusted income, but only up to the reasonable rent.

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## **Family Rent Portion**

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The household's portion of the monthly rent will depend upon the total housing cost of the dwelling unit that is chosen.

For example, if you find housing with a total housing cost that is less than the payment standard, you will pay no more than 30% of your adjusted monthly income.

If the total housing cost is more than the payment standard, you will be required to pay from 30% to 40% of your adjusted monthly income. In no case can your housing cost exceed 40% of your adjusted income.

Your minimum contribution will be \$50.00.

There will be no adjustments for a decrease in household income during the first six (6) weeks of any new contract (unless there is a loss/decrease of income from a social service agency). Voluntary loss of employment **will NOT** result in a decrease of your rent portion!

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## If You Pay Utilities

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If you are to pay any of the utilities for the unit you have found, your utility allowance will be calculated by the type of utilities you will pay. You may calculate your utility allowance using the Utility Allowance tables provided in the ***“Forms you Should Keep”*** section of this document.

If you are responsible for payment of any/all utilities, HHA requires that the utility bill be in the name of the head of household or spouse (if in the household). You **must** provide the HHA with a copy of your bill. NOTE: NIPSCO may require a deposit. The HHA does not assist with utility deposits.

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## Tips Every Tenant Should Know

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1. The best way to win over a prospective landlord is to be prepared. Bringing the information required by your prospective landlord will give you a competitive edge over other applicants. Among the documents your prospective landlord may request are a completed rental application; written references from landlords, employers, friends and colleagues; and a current copy of your credit report. Some landlords may request an application fee.
2. Carefully review all the important conditions of the tenancy before you sign on the dotted line. Your lease or rental agreement may contain a provision that you find unacceptable – for example, restrictions on guests or pets, design alterations or running a home business.
3. To avoid disputes or misunderstandings with your landlord, get everything in writing. Keep copies of any correspondence and follow up an oral agreement with a letter, setting out your understanding. For example, if you ask your landlord to make repairs, put your request in writing and keep a copy for yourself. If he agrees orally, send a letter confirming this fact.
4. Protect your privacy rights. Next to disputes over rent or security deposits, one of the most common and emotion-filled misunderstandings arises over a landlord’s right to enter a rental unit and a tenant’s right to be left alone. If you understand your privacy rights (for example, the amount of notice your landlord must provide before entering), it will be easier to protect them.
5. Indiana’s laws on Landlord and Tenant issues can be found on the internet at: [www.in.gov/legislative/ic/code/title32](http://www.in.gov/legislative/ic/code/title32). Section 31 covers “Landlord-Tenant Relations”.
6. Know your rights to live in a habitable rental unit – and don’t give them up. Landlords are required to provide their tenants with livable premises that meet the HHA’s Housing Quality Standards. If your rental unit is not kept in good repair, you should call an HHA Inspector immediately.
7. Keep communication open with your landlord. If there’s a problem – for example, if the landlord is slow to make repairs – talk with the landlord to see if the issue can be resolved before you call the HHA Inspector.
8. Purchase renters’ insurance to cover your valuables. Your landlord’s insurance policy will not cover your losses.
9. Make sure the security deposit refund procedures are spelled out in your lease or rental agreement. To protect yourself and avoid any misunderstandings, make sure your lease or rental agreement is clear on the use and refund of security deposits, including allowable deductions.

10. Learn whether your building and neighborhood are safe. You are required to stay for twelve (12) months. The HHA cannot allow you to move during the first 12 months of the lease. **NO EXCEPTIONS!!!**
11. Remember that you cannot move during your lease term (**after the initial 12 months**) without a mutual termination agreement with your landlord. The written notice must give at least thirty (30) days written notice and be agreed to by your landlord. At the same time you notify your landlord you must also notify the HHA in writing. A *Notice of Intent to Vacate* (available at the HCV office) must be completed by you and your landlord.
12. Know when to fight an eviction notice – and when to move. Unless you have the law and provable facts on your side, fighting an eviction notice is usually short-sighted. If you lose an eviction lawsuit, you may end up owing the landlord money, may damage your credit rating, and your participation in the Housing Choice Voucher program will be terminated.
13. Please be aware that if you violate any of your family obligations under the lease, fail to comply with the Housing Choice Voucher program requirements, or are arrested during your lease term, you will jeopardize your future participation in the Housing Choice Voucher program.
14. **You are responsible for your guest(s).**

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## **What to Consider When Searching for a Unit**

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***In order to receive housing assistance, there are some important requirements that you need to understand.***

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### **Housing Search Period**

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Your **Voucher** is valid for 120 days (**NO EXTENSIONS WILL BE GIVEN!**). This means that you and a prospective landlord must sign a **Request for Tenancy Approval** form (**RTA**) before the end of this period. If you are unable to find housing within the 120 days, your **Voucher** will expire.

**Remember:** If you submit the RTA on the day of voucher of expiration the unit **MUST** pass the initial inspection. **If the unit fails the inspection, the voucher has expired.**

Should your **Voucher** expire, you may reapply when the HHA is accepting applications.

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## **Receiving Housing Assistance in Your Present Housing**

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You may receive housing assistance in your present housing if:

- Your housing meets the program's housing quality standards;
- Your housing unit is large enough for a household of your size;
- You or any member of your household are not related (*blood relative, marriage,*

*and/or personal relationship*) to your landlord; and

- Your landlord is willing to participate in the program.

If your present housing does not meet program requirements, or you wish to relocate, you are responsible for finding a suitable dwelling unit.

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## Searching for a New Place to Live

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The HHA maintains a listing of participating landlords who have vacancies. The listing may be reviewed at the office during business hours. We **do not** copy, fax, and/or mail the listing.

The HHA provides assistance for units located in **Hammond ONLY!** If you transferred to HHA under portability, you **MUST** reside in **Hammond**.

The best place to look for vacancies is in the local newspaper that covers the area where you wish to reside. Real estate agencies that charge a fee for showing their listings are generally not recommended. There are, however, some rental agents who may be useful in locating housing. If you should decide to use the services of an agency that charges a fee to help you find housing, you will be responsible for the expense. When you find an advertisement for a vacancy, call the telephone number listed.

Questions that you should ask are:

- How much is the rent?
- Which utilities will I be responsible for?
- Are the stove and refrigerator provided?

- How many bedrooms does the dwelling unit have?
- Are there special restrictions, such as a no pet provision?

In addition, you should write down the complete address of the dwelling unit and the name, address, and phone number of the owner or manager.

When you have obtained enough information to be sure that the dwelling unit might be suitable for your household, ask for an appointment to see it. Be prompt for the appointment. If you cannot keep it, call to reschedule.

Remember that the time you have to locate housing is limited and that good rental housing will be rented very quickly. The landlord may call the HCV office to inquire about the program. If the dwelling unit meets program requirements and the landlord agrees to participate in the program, the HHA will coordinate the necessary paperwork. If these documents are approved, you will receive a copy of the lease agreement, and a written notice of the amount of the rent that you are required to pay, and the effective date of the housing subsidy. These papers should be kept in a safe place.

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## Information to Owners

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In accordance with HUD requirements, the HHA will furnish prospective owners with the family's current address as show in the HHA's records and, if known to HHA, the name and address of the landlord at the family's current and prior address.

**HHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.**

Upon verbal or written request from a proposed landlord, HHA will provide documented information regarding tenant history (i.e. eviction history, damage to rental units, delinquent/late rent payments, etc.) not to exceed the past two (2) years.

Only the HCV Coordinator may provide this information.

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# Condition of the Unit

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## Make Sure the Home You Have Selected Meets HHA Requirements

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The dwelling unit which you select must meet federal housing quality standards (HQS). Any type of rental housing that meets these standards may be considered. A suitable dwelling unit is:  
In good condition;  
Free from health and fire hazards; and  
Large enough to meet the occupancy standards of the program.

You have been given a copy of the two HUD brochures: ***A Good Place to Live*** and ***Protect Your Family From Lead In Your Home*** to help you identify a suitable dwelling unit. You may find these in the “*Forms You Should Keep*” section of this document.

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## Reasonable Rent

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For rent to be considered reasonable, the following questions must be answered “yes”.

- Is rent within the amount of rent that the HHA has allowed for your family?
- Can you afford the rent?

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## Number of Bedrooms

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Does the unit have the number of bedrooms authorized by the HHA? Generally, the dwelling unit must contain at least one bedroom or living/sleeping room of appropriate size for each two persons.

**Basement bedrooms DO NOT count as bedrooms, per City of Hammond regulations.**

**Remember: Head of Household - 1 bedroom. 2 persons per bedroom regardless of age or sex.**

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## Location of Unit

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Is the unit conveniently located to sources of transportation, employment, schools, shopping, medical services, social services, etc.?

- Is the neighborhood safe? (You will be required to stay for 12 consecutive months).
- Is the unit located in a non-poverty area?

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## When You Find a Unit

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You and the prospective landlord are required to sign a ***Request for Tenancy Approval*** form. An example of this HUD-form is included in this booklet and you may submit only **ONE *Request for Tenancy Approval*** form at a time.

1. You and the landlord are required to enter into a lease agreement that complies with program requirements.
2. A copy of the HHA program's lease addendum will be given to you.
3. A contract between the landlord and the HHA must be signed. This contract is called the Housing Assistance Payments (HAP)

Contract and it guarantees the landlord that a portion of your rent will be paid by the program each month.

4. When a landlord signs a lease with you and a Housing Assistance Payments Contract with the HHA, he/she affirms that the unit meets Housing Quality Standards.

**Remember!** The HHA will not pay any portion of your rent until a Housing Assistance Contract has been signed by both the Landlord and the HHA. If you choose to move into the unit before authorized by the HHA, **you will be responsible for the total rent amount.**



**Remember!**

**Check with the Hammond Housing Authority if you have any questions.**

# Q & A

## **What are my family obligations for compliance with the HHA Housing Choice Voucher program?**

There are specific obligations that you must comply with as a participant of the program. These obligations are part of the program regulations. These obligations are included in this booklet.

Failure to comply with these obligations is grounds for denial or termination of assistance.

## **Do I have to pay a security deposit?**

Your landlord may collect a security deposit from you in accordance with Indiana law. **(NOTE:** The HHA does not assist with security deposits.) Make sure you get a receipt for your security deposit. If your security deposit is not sufficient to cover amounts owed under the lease for unpaid tenant rent, tenant caused damages and/or vacancy loss, the owner may take legal action to collect the balance from you.

Local utility companies (NIPSCO, water, etc.) may require a deposit to turn service on. HHA does not assist with these deposits.

## **How do I pay my portion of the rent?**

You are responsible for paying your share of the rent, which is known as the “tenant rent,” directly to your landlord. You must pay, by the first of the month, the amount stated as tenant rent on your copy of the Housing Assistance Payment Register. When utility costs are not included in the rent, you will have to pay your share of the rent and the monthly utility bills for which you are responsible.

***Failure to pay your share of the rent, or having your utilities shut-off for nonpayment, may cause you to be evicted and will jeopardize your participation in the program.***

The HHA will pay its share of the contract rent directly to your landlord at the beginning of each month. You are not responsible for the HHA’s portion of the rent while the lease and contract are in effect.

## **When can the landlord increase the rent?**

On the anniversary date of the Housing Assistance Payment Contract, the landlord is allowed to increase the rent according to applicable federal regulations or municipal ordinances. Rent increases may be approved that reflect actual increases in property taxes, utility rates, or similar costs. You must contact the HHA if you receive any notification from the landlord that a change in the rent is requested. An HHA representative will advise you of the effect that a rent increase will have on your portion of the rent. **DO NOT** sign any rent increase request without HHA approval.

## **What do I have to do to stay on the program?**

Comply with **all** the *Obligations of the Family* listed on the **Voucher** issued to you and in this booklet. At the end of each annual certification period, your occupancy under the lease and contract may be continued as long as all program requirements are satisfied. You will receive advance written notice of the need to reexamine your eligibility and reinspect your housing. Your household’s eligibility for the program will be reexamined and all household income will be reverified. Your assisted housing unit will be inspected annually and it must continue to meet the federal housing quality standards.

## **What changes must I report to the program?**

You **MUST** report, in writing, to the HHA any change in family income, size, and/or composition of your household. You must



submit this notice, in writing, within ten (10) calendar days of the change. Changes **will not** be taken by phone!

Your household's portion of the rent may either be increased or decreased to reflect a change in the income, size, and/or composition of your household. A decrease in Tenant Rent will only take effect after all income sources of the household are reverified by the program. **You are required to pay your portion of rent until an adjustment has been completed.**

### **What if I want to move?**

You may move after the first year of the term of your lease with a mutual termination agreement with your landlord. You must stay in your unit for one year unless there are special circumstances that threaten your health and or safety. You **must** give advance written notice to your landlord to end your lease. Your lease will tell you how many days notice you must give – it could be 30 or 60 days. You **must** send a copy of the notice to the HHA. A *Notice of Intent to Vacate* (available at the HCV office) must be completed by you and your landlord. You will lose your housing assistance if you move without giving your landlord AND the HHA proper notice. A tenant who willfully causes damage to an assisted unit may be terminated from the program.

### **What if I have a problem with my landlord?**

If you have a complaint about your tenancy, notify your landlord in writing and keep a copy for your own records and send a copy to the HHA immediately. **Under no circumstances should you withhold your portion of the rent.**

It is the landlord's responsibility to maintain the unit so it always meets Housing Quality Standards unless the family causes the unit to become substandard.

If the HHA, HUD, or their representatives determine that a unit is substandard and the landlord refuses to make the necessary repairs, which are his/her responsibility within 30 days of the date of inspection, the housing assistance payment will be abated (stopped). The unit will be reinspected within 30 days. If the repairs are not completed within the 30-day abatement period, the Housing Assistance Payments Contract will be terminated, and the family relocated. If the family refuses to make repairs that are the family's responsibility within 30 days of the date of inspection, assistance will be terminated. Extensions for repairs beyond 30 days may be granted for extenuating circumstances such as hospitalization or inclement weather that makes repairs impossible to complete.

### **Am I responsible for damage to the property?**

You are responsible for maintaining your housing in good condition. **Tenants, or their guests, who willfully or through neglect cause damages to an assisted unit may be determined ineligible for continued program participation.** You will also be responsible for any costs incurred to repair those damages.

### **What if my landlord wants to evict me?**

A landlord may recover possession of rental housing by consent of the tenant, or through the legal process of eviction. A landlord may evict a tenant if the landlord can prove, in court, that the tenant violated the lease. A participant, whose landlord has just cause for eviction, will be denied continued program eligibility.

### **Can I pay the difference to the landlord if the HHA denies the amount requested?**

**NO!** If it is found that the tenant paid and/or that the landlord has accepted more than the HHA has stated for rent, both the tenant and the landlord may be terminated!

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## Forms You Should Keep

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The following is an explanation of forms you are required to sign or use. The copies at the back of this booklet are for your reference.

***Is Fraud Worth It?*** This HUD form gives you the federal penalties for submitting false or incomplete information.

***Fair Housing – It's Your Right.*** This information will help you understand the Fair Housing Act and how to file a complaint if you feel you have been discriminated against.

***Housing Discrimination Complaint Form.*** This form is to be completed and mailed to HUD if you feel you have been discriminated against by a landlord. This form is available upon request at the HCV office.

***A Good Place to Live.*** This information will help you find a home that complies with HUD and HHA requirements.

***Protect Your Family From Lead in Your Home.*** This gives you information about the hazards of lead-based paint and what to do if you suspect a family member has been exposed to lead-based paint.

***Voucher.*** This form outlines the unit (bedroom) size you have been approved for, as well as the issue and expiration dates and important information about the Housing Choice Voucher Program.

***Request for Tenancy Approval.*** When you find a unit to rent, the owner completes this form. You and the owner sign it and return it to the HCV office. Do not copy this form. Do not complete the Certification of Rent Reasonableness on the back of the form.

***Tenancy Addendum.*** Give this information to an owner who is willing to lease to you. This form must be attached to your lease and the landlord will be required to enforce these requirements.

***Notice of Intent to Vacate.*** This form is available at the office and will be given once written notice to move is received. This form is available at the HCV office and **MUST** be completed and signed by you and your landlord and returned to the HCV office. No RTA will be given for a new unit, as well as no inspection and/or contract will begin, until this form is returned to the HCV office. Also, this form must indicate that you owe your current landlord no money in order for you to be allowed to move.

***Portability Request.*** This form is available at the office and will be given once a written notice to move and transfer your assistance is received. You will need to provide the name of the Housing Authority you are requesting to transfer to. No paperwork will be transferred until a *Notice of Intent to Vacate* form is completed and received in the HCV office **AND** Hammond Housing Authority receives verification whether the receiving HA will bill or absorb the voucher.

***Change of Status Form.*** This form is used to inform the HHA of changes in your family's income, size, and/or composition. Changes **MUST** be reported **IN WRITING** to the HHA office within 10 days of the change. Changes will not be taken by phone! This form is available upon request at the HCV office.

# Things You Should Know

Don't risk your chances for Federally assisted housing by providing false, incomplete, or inaccurate information on your application and recertification forms.

## Purpose

This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.

## Penalties for Committing Fraud

The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may 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 5 years; and/or
- Prohibited from receiving future assistance.

Your State and local governments may have other laws and penalties as well.

## Asking Questions

When you sit down with the person who fills out your application you should know what is expected of you. If you do not understand something, say so. That person can answer your question or find out what the answer is.

## Completing the Application

When you give your answers to application questions, you must include the following information:

### Income

- All sources of money you and any member of your family receive (wages, welfare payments, alimony, social security, pension, etc.);
- Any money you receive on behalf of your children (child support, social security for children, etc.);
- Income from assets (interest from a savings account, credit union, or

certificate of deposit, dividends from stocks, etc.);

- Earnings from second job or part time job;
- Any anticipated income (such as a bonus or pay raise you expect to receive).

### Assets

- All bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., which are owned by you and any adult member of your family/household who will be living with you.
- Any business or asset you sold in the last 2 years for less than its full value, such as your home to your children.

### Family/Household Members

- The names of all of the people (adults and children) who will actually be living with you, whether or not they are related to you.

### Signing the Application

- Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.
- When you sign application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.
- Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various Federal, State or private agencies to verify that it is correct.

### Recertifications

- You must provide updated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you

must recertify. You must report on recertification forms.

- All income changes, such as pay increases or benefits, change of job, loss of job, loss of benefits, etc., for all adult family/household members.
- Any family/household member who has moved in or out.
- All assets that you or your family/household members own and any asset that was sold in the last 2 years for less than its full value.

### **Beware of Fraud**

You should be aware of the following fraud schemes:

- Do not pay any money to file an application.
- Do not pay any money to move up on the waiting list.

- Do not pay for anything not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay any money other than rent (such as maintenance charges).

### **Reporting Abuse**

If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your project or PHA. If you cannot report to the manager, call the local HUD office or the **HUD Hotline** on (202) 472-4200. This is not a toll free number. You can also write to the HUD HOTLINE, Room 8254, 451 Seventh Street, S.W., Washington, DC 20410 or 1-866-411-8514 at the Indianapolis Housing Agency.

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## **Fair Housing --- It's Your Right!!**

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### **The Fair Housing Act**

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The Fair Housing Act prohibits discrimination in housing because of:

- Race or color (ethnic background)
- 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)

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### **Disability**

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#### **What housing is covered?**

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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.

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#### **What is prohibited?**

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

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- 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 owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied units.

In addition, it is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right.

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## Additional protection if you have a disability

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If you or a family member have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities; a record of such disability or are regarded as having a disability, your landlord may not:

- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the handicapped person

to use the housing. (Where reasonable, the 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 necessary for the handicapped person to use the housing.

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

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## Requirements for New Buildings

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In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units, all units must meet the following requirements:

- Doors and hallways wide enough for wheelchair
- 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.

These requirements for new buildings do not replace any more stringent standards in State or local law.

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## Housing Opportunities for Families

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Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with a parent, a person who has legal custody of the child or children, or the designee of the parent or legal custodian, with the parent or custodian’s written permission. Familial status

protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

*The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program; or it is occupied solely by persons who are 62 or older; or it houses at least one person who is 55 or older in at least 80 percent of the occupied units; has significant services and facilities for older persons; and adheres to a published policy statement that demonstrates an intent to house*

*persons who are 55 or older. The requirement for significant services and facilities is waived if providing them is not practicable and the house is necessary to provide important housing opportunities for older persons.*

A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.

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## **If You Think Your Rights Have Been Violated**

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HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may fill out the Housing Discrimination Complaint Form included in this packet, write HUD a letter or telephone the HUD Hotline. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

### **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:**

Send the Housing Discrimination Complaint Form or a letter to the HUD regional office nearest you (address on the Complaint Form) or to:

Office of Fair Housing and Equal  
Opportunity  
U.S. Department of Housing and Urban  
Development  
Room 5204  
Washington, DC 20410-2000

### **Where to Call:**

If you wish, you may use the toll-free Hotline number: 1-800-669-9777. (In Washington, DC, call 708-0836.)

If you are disabled, HUD also provides a toll-free TDD phone for the hearing impaired: 1-800-927-9275. In Washington, DC, call 708-0836.

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## **What Happens When You File a Complaint?**

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HUD will notify you when it receives your complaint. Normally, HUD will also notify the alleged violator of your complaint and permit that person to submit an answer, investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated, and notify you if it cannot

complete an investigation within 100 days of receiving your complaint.

Conciliation: HUD will try to reach an agreement with the person your complaint is against (the respondent). A conciliation agreement must protect both you and the public

interest. If an agreement is signed, HUD will take no further action on your complaint. However, if HUD has reasonable cause to believe that a conciliation agreement is breached, HUD will recommend that the Attorney General file suit.

**Complaint Referrals:** If HUD has determined that your State or local agency has the same fair housing powers as HUD, HUD will refer your complaint to that agency for investigation and notify you of the referral. That agency must begin work on your complaint within 30 days or HUD may take it back.

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## What Happens after a Complaint Investigation?

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If, after investigating your complaint, HUD finds reasonable cause to believe that discrimination occurred, it will inform you. Your case will be heard in an administrative hearing within 120 days, unless you or the respondent wants the case to be heard in Federal district court. Either way, there is no cost to you.

- To compensate you for actual damages, including humiliation, pain and suffering.
- To provide injunctive or other equitable relief, for example, to make the housing available to you.
- To pay the Federal Government a civil penalty to vindicate the public interest. The maximum penalties are \$10,000 for

**The Administrative Hearing:** If your case goes to an administrative hearing, HUD attorneys will litigate the case on your behalf. You may intervene in the case and be represented by your own attorney if you wish. An Administrative Law Judge (ALJ) will consider evidence from you and the respondent. If the ALJ decides that discrimination occurred, the respondent can be ordered:

a first time violation and \$50,000 for a third violation within seven years.

- To pay reasonable attorney's fees and costs.

**Federal District Court:** If you or the respondent chooses to have your case decided in Federal District Court, the Attorney General will file a suit and litigate it on your behalf.

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## In Addition

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**You May File Suit:** You may file suit, at your expense, in Federal District Court or State Court within two years of an alleged violation. If you cannot afford an attorney, the Court may appoint one for you. You may bring suit even

after filing a complaint, if you have not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

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## Other Tools to Combat Housing Discrimination

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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.



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## **For Further Information**

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The purpose of this section is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD regional office nearest you or:

Office of Fair Housing and Equal Opportunity  
Room 5116  
Department of Housing and Urban Development  
451 Seventh Street, S.W.  
Washington, DC 20410-2000

# Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

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



U.S. Department of Housing and Urban Development

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

**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, Missis-  
sippi, 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 ques-  
tions – 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  
HERE

MAIL TO:

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

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

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

Disclosure of this information is voluntary.



# HOUSING DISCRIMINATION 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)

### Keep this information for your records.

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

\_\_\_\_\_

Office

\_\_\_\_\_

Telephone

\_\_\_\_\_

Street

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

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

## 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



# A Good Place to Live!

## Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Housing Choice Voucher Program helps 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 Housing Choice Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. The HHA will give you other information about the 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 Housing Voucher Program there are two kinds of housing quality standards.

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

## The Housing Choice Voucher Program

The Housing Choice Voucher Program allows 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 the Housing Choice 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*

*Tenancy Approval* process. You may find a place you like that has some problems with it. Check with the HHA about what to do, since it may be possible to correct the problems.

## The Requirements

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

### 1. Living Room

**The Living Room must have:**

#### Ceiling

A ceiling that is in good condition.

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

#### Walls

Walls that are in good condition.

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

#### Electricity

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

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

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

#### Floor

A floor that is in good condition.

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

#### Window

At least one window.

- Every window must be in good condition.
- Not acceptable are windows with badly cracked, broken or missing panes, and

windows that do not shut or, when shut, do not keep out the weather.

### **Lock**

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

### **Paint**

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

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

The types of locks on windows and doors

- Are they safe and secure?
- Have windows that you might like to open been nailed shut?

The condition of the windows

- Are there small cracks in the panes?

The amount of weatherization around doors and windows

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

The location of electric outlets and light fixtures.

The condition of the paint and wallpaper

- Are they worn, faded, or dirty?

The condition of the floor.

- Is it scratched and worn?

## **2. Kitchen**

### **The Kitchen must have:**

#### **Ceiling**

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amount 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 cords; they are not permanent.

- 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?

- 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 area 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 amount 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 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 amount 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 area large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

### **Paint**

- No peeling or chipping 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 amount of loose or falling surface material such as plaster.

### **Electricity**

At least one electric outlet and one permanent light fixture.

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

### **Sink**

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

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

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.

- The size of the hot water heater.
- A cabinet with a mirror.

## **4. Other Rooms**

### **Other rooms that are lived in include:**

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

### **Other Room 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 amount of loose or falling surface material such as plaster.

#### **Walls**

Walls that are in good condition.

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

#### **Paint**

- No peeling or chipping 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 area large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

#### **Lock**

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

#### **Window**

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

- Not acceptable are windows with badly cracked, broken or missing panes, and window 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 storm windows?
  - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper.
  - Are they worn, faded, or dirty?
- The condition of the floors.
  - Are they scratched and worn?

**5. Building Exterior, Plumbing, and Heating The Building must have:**

**Roof**

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

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

**Outside Handrails**

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

**Walls**

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?

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 the 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.
  - Is there weather-stripping around the windows and doors?

- Air circulation or type of cooling equipment (if any).
  - Will the unit be cool enough for you in the summer?

**6. Health and Safety**

**The Building and Site must have:**

**Smoke Detectors**

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

### **Fire Exits**

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

### **Elevators**

Make sure the elevators are safe and work properly.

### **Entrance**

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

### **Neighborhood**

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

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

### **Garbage**

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

### **Lights**

Lights that work in all common hallways and interior stairs.

### **Stairs and Hallways**

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

### **Pollution**

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

### **Rodents and Vermin**

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

### **For Manufactured Homes: Tie Downs**

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

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

- The type of fire exit.  
Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.

- Services in the neighborhood.

Are there stores nearby?

Are there schools nearby?

Are there hospitals nearby?

Is there transportation nearby?

- Are there job opportunities nearby?

- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?

Be sure to read the lead-based paint brochure given to you by the HHA or owner, especially if the housing or apartment is older (built before 1978).

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 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 a 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 Tenancy Approval* process. When both you and the owner have signed the *Request for Tenancy Approval* and the HHA 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 HHA would like improved. If so, you and the HHA 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 the HHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

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

### **Responsibilities of the Public Housing Authority:**

- Ensure that all units in the Housing Choice Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Tenancy Approval. Inform potential tenant and owner of results and necessary action.
- 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.

# Protect Your Family From Lead in Your Home

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments 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, buying, or renovating pre-1978 housing:

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

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

**RENOVATORS** have to give you this pamphlet before starting work. (After June 1, 1999.)

**IF YOU WANT MORE INFORMATION** on these requirements, call the National Lead Information Clearinghouse at **1-800-424-LEAD**.

## IMPORTANT!

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

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

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

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

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

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

If you think your home might have lead hazards, read this information to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

In the United States, about **900,000** children ages **1 to 5** have a blood-level above the level of concern.

**Even children who appear healthy can have dangerous levels of lead in their bodies.**

**People can get lead in their body if they:**

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

**Lead is even more dangerous to children than adults because:**

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

## Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- Damage to the brain and nervous system
- Behavior and learning problems (such as hyperactivity)
- Slowed growth
- Hearing problems
- Headaches

**Lead is also harmful to adults. Adults can suffer from:**

- Difficulties during pregnancy
- Other reproductive problems (in both men and women)
- High blood pressure
- Digestive problems

- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

### **Where lead-Based Paint is Found**

**In general, the older your home, the more likely it has lead-based paint.**

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

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

### **Checking Your Family for Lead**

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

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

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

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

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

### **Where Lead is Likely to Be A Hazard**

**Lead-based paint** that is in good condition is usually not a hazard.

**Peeling, chipping, chalking, or cracking lead-based 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. These areas include:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, and banisters.
- Porches and fences.

**Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it.**

Lead in soil **can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency to find out about testing soil for lead.**

### **Checking Your Home For Lead Hazards**

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

You can get your home checked for lead hazards in one of two ways, or both:

- A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. *There are standards in place for certifying lead-based paint professionals to ensure the work is done safely, reliably, and effectively.* Contact your state lead poisoning prevention program



for more information. Call 1-800-424-LEAD for a list of contacts in your area.

Trained professionals use a range of methods when checking your home, including:

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint samples.
- Surface dust tests.

**Home test kits for lead are available, but studies suggest that they are not always accurate.** Consumers should not rely on these tests before doing renovations or to assure safety.

### **What You Can Do Now to Protect Your Family**

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

- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- **Wash children's hands often, especially before they eat and before nap time and bed time.**
- **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as

spinach and dairy products. Children with good diets absorb less lead.

### **How to Significantly Reduce Lead Hazards**

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

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

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

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

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

Call your state agency for help with locating certified contractors in your area and to see if financial assistance is available.

### **Remodeling or Renovating a Home with Lead-Based Paint**

**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

Take precautions before your contractor or you begin remodeling or renovations that disturb

painted surfaces (such as scraping off paint or tearing out walls):

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

**If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined earlier in this information.**

### Other Sources of Lead

**While paint, dust, and soil are the most common lead hazards, other lead sources also exist.**

- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - **Use only cold water for drinking and cooking.**
  - **Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.**

- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Foods and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

### For More Information

#### **The National Lead Information Center**

Call **1-800-424-LEAD** to learn how to protect children from lead poisoning and for other information on lead hazards. (Internet: [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/lea](http://www.hud.gov/lea)).

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD**.

#### **EPA's Safe Drinking Water Hotline**

Call **1-800-426-4791** for information about lead in drinking water.

#### **Consumer Product Safety Commission Hotline**

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**. (Internet: [www@cpsc.gov](http://www@cpsc.gov)). For the hearing impaired, call **TDD 1-800-638-8270**.

#### **State Health and Environmental Agencies**

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state 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 state and

local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National

Lead Information Center at **1-800-424-LEAD**.

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3511  
(312) 886-7836

## **EPA REGIONAL OFFICES**

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

### **EPA Regional Offices**

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
(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 209, Mail Stop 225  
Edison, NJ 08837-2679  
(732) 321-6671

**Region 3** (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(213) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12<sup>th</sup> Floor  
Dallas, TX 75202-2733  
(214) 665-7677

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 North 5<sup>th</sup> Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18<sup>th</sup> Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 744-1124

**Region 10** (Idaho, Oregon, Washington, Alaska)

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

## **CPSC Regional Offices**

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

### **Eastern Regional Center**

6 World Trade Center  
Versey Street, Room 350  
New York, NY 10048  
(212) 466-1612

### **Central Regional Center**

230 South Dearborn Street  
Room 2944  
Chicago, IL 60604-1601  
(312) 353-8260

### **Simple Steps to Protect Your Family from Lead Hazards**

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.

### **Western Regional Center**

600 Harrison Street, Room 245  
San Francisco, CA 94107  
(415) 744-2966

## **HUD Lead Office**

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grants.

### **U.S. Dept. of Housing & Urban Development**

Office of Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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

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

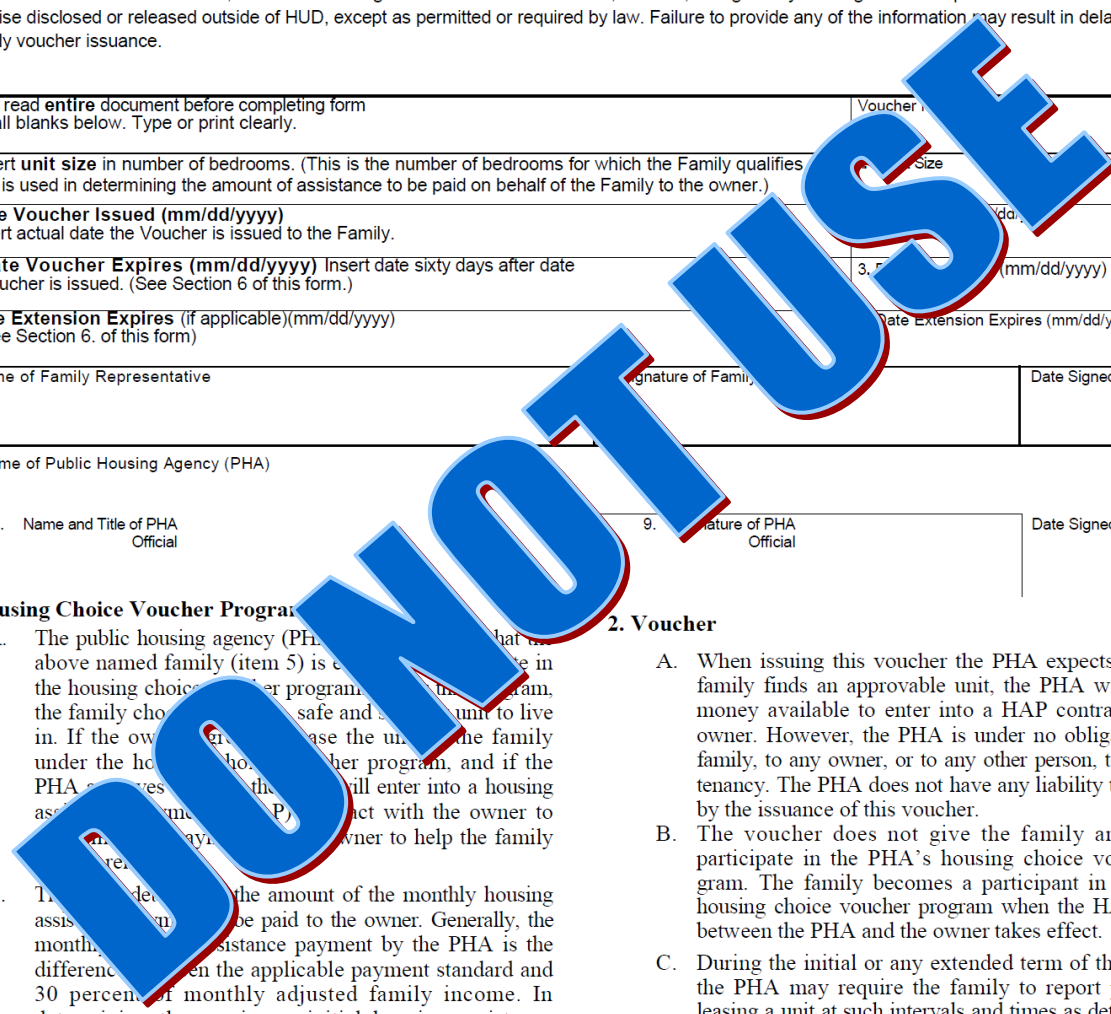
OMB No. 2577-0169  
 (Exp. 04/30/2018)

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

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

Please read **entire** document before completing form  
 Fill in all blanks below. Type or print clearly.

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.)		Voucher Size
2. <b>Date Voucher Issued (mm/dd/yyyy)</b> Insert actual date the Voucher is issued to the Family.		Date Issued (mm/dd/yyyy)
3. <b>Date Voucher Expires (mm/dd/yyyy)</b> Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		Date Expires (mm/dd/yyyy)
4. <b>Date Extension Expires (if applicable)(mm/dd/yyyy)</b> (See Section 6. of this form)		Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	Signature of PHA Official	Date Signed (mm/dd/yyyy)



**1. Housing Choice Voucher Program**

A. The public housing agency (PHA) that has issued this voucher to the above named family (item 5) is expected to provide a safe and sound unit to live in. If the owner of the unit does not allow the family to live in the unit under the housing choice voucher program, and if the PHA agrees, the PHA will enter into a housing assistance payment (HAP) contract with the owner to help the family.

B. The PHA will determine the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly 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; the landlord and tenant have executed the lease including 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 one copy to the PHA, one copy to the family, and one copy to the executed lease and both copies of the HAP contract.
  - 3. The PHA will return 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. If the PHA determines that the unit or lease is disapproved for any reason, the PHA will notify the owner and the family.
  - 2. If the PHA determines that the unit or lease is disapproved for any reason, the PHA will notify the owner and the family. If the PHA determines that the unit or lease is disapproved for any reason, the PHA will notify the owner and the family.

### 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 relating to the absence from the unit.
  - 4. Promptly notify the PHA in writing when the family is available to occupy the unit for a specified period of time in a unit approved by the PHA.
  - 5. Allow the PHA to inspect the unit at reasonable times for the purpose of determining if the unit is suitable for occupancy.
  - 6. Notify the PHA in writing before the PHA or HUD determines to terminate the lease.
  - 7. Notify the PHA in writing if the unit is no longer 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. If 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 the discretion of the PHA may grant a family's request for one or more extensions of the voucher for a limited term.

**DO NOT USE**

# 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. 09/30/2017)

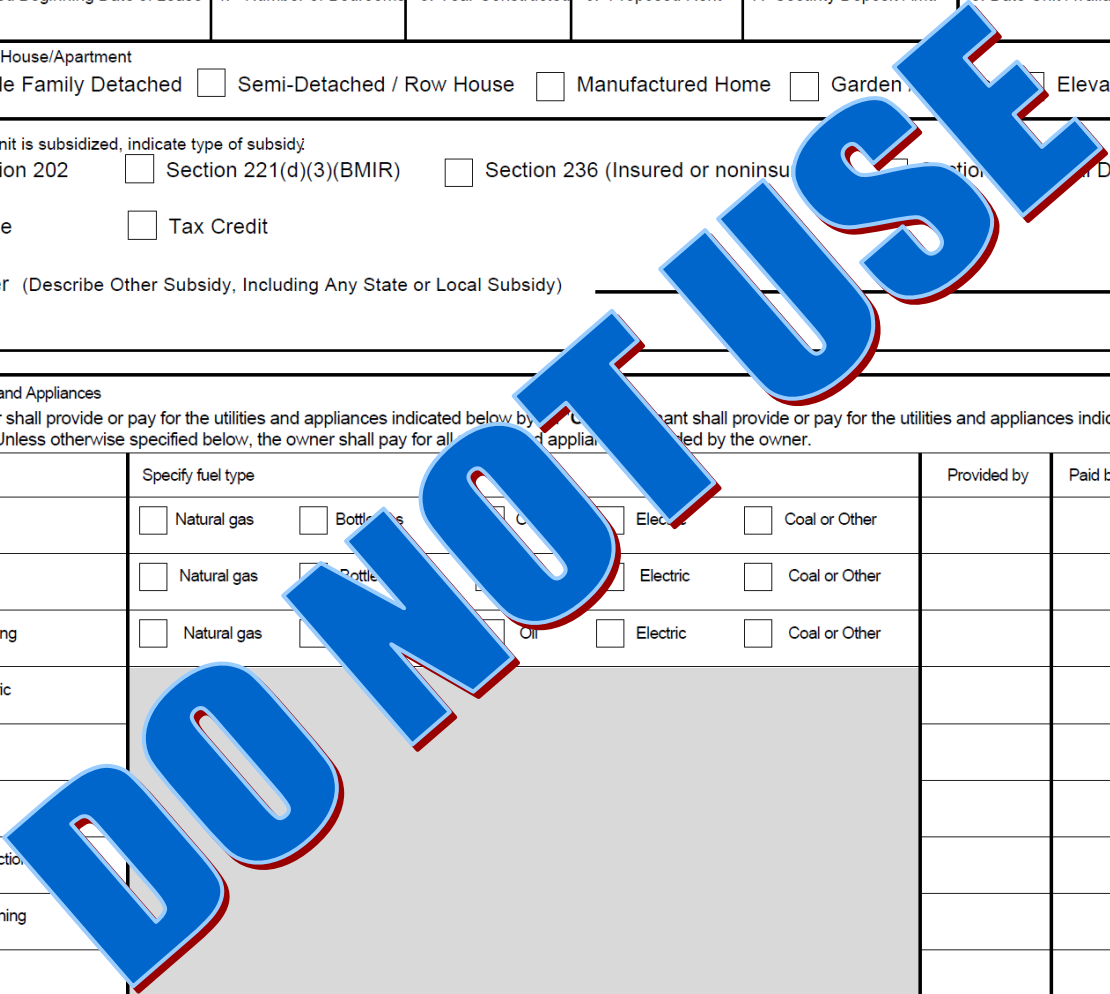
Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency 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. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant 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 assistance.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	
9. Type of House/Apartment						
<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden <input type="checkbox"/> Elevator / High-Rise						
10. If this unit is subsidized, indicate type of subsidy.						
<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 8 <input type="checkbox"/> Home <input type="checkbox"/> Tax Credit						
<input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy)						

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by a "C". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

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





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 of the family of such determination) that approving leasing of the unit, including 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 serving the unit, and exterior painted surfaces associated with such unit and common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or an accredited State certification program.

\_\_\_\_ A completed lead-based paint disclosure of known lead-based paint hazards in the unit, common areas, and exterior painted surfaces, along with a statement that the owner has provided the information to the family.

\_\_\_\_ The PHA will determine the family's behavior or suitability for occupancy. Such determination is the owner's own responsibility.

14. The lease must include word-for-word all provisions of the HUD tenancy agreement.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

# Tenancy Addendum

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

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

(To be attached to Tenant Lease)

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### 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 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 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.
  - d. **Other good causes for termination of tenancy**
    - (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.
    - (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 includes:
      - (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 includes:
      - (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 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).
  - e. **Eviction by court action.** The owner may only evict the tenant by a court action.
  - f. **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.
- 9. Lease: Relation to HAP Contract**  
If the HAP contract terminates for any reason, the lease terminates automatically.
- 10. 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.
- 11. Family Move Out**  
The tenant must notify the PHA and the owner before the family moves out of the unit.
- 12. 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 amount the tenant owes under the lease, the owner may collect the balance from the tenant.

**13. 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.

**14. 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,

**15. 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 changes may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

**16. Notices**

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

**17. Definitions**

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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



**HOUSING AUTHORITY of the CITY of HAMMOND**

1402 – 173<sup>rd</sup> Street  
Hammond, Indiana 46324  
(219) 989-3265

**NOTICE OF INTENT TO VACATE**

**TO BE COMPLETED BY TENANT/PARTICIPANT:**

I, \_\_\_\_\_, do hereby serve notice of my intent to vacate the \_\_\_\_\_ units located at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_.

My reason for moving is \_\_\_\_\_.

My current phone number is (\_\_\_\_) \_\_\_\_\_.

My forwarding address is: \_\_\_\_\_  
\_\_\_\_\_

I certify that all personal belongings will be moved as of the date indicated. I hereby authorize the lessor to dispose of any and/or all personal property remaining in the dwelling unit after the date of possession as it deems best.

\_\_\_\_\_  
Tenant/Participant Signature Date

**TO BE COMPLETED BY CURATOR/OWNER:**

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

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

I hereby accept \_\_\_\_\_'s/participant's intent to vacate and hereby certify as follows:

\_\_\_\_\_ tenant presently owes me \$ \_\_\_\_\_ for unpaid rent.

\_\_\_\_\_ tenant presently owes me \$ \_\_\_\_\_ for damages.

\_\_\_\_\_  
Owner / Property Manager Date

**To Be Completed By Office Personnel Only:**

ITV Issued By: \_\_\_\_\_ Date: \_\_\_\_\_

ITV Returned To: \_\_\_\_\_ Date: \_\_\_\_\_

Appointment Letter Sent: \_\_\_\_\_ Date: \_\_\_\_\_

# HAMMOND HOUSING AUTHORITY

1402 173<sup>rd</sup> Street

Hammond, IN 46324

219/ 989-3265

## PORTABILITY REQUEST FORM

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

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

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

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

I request portability from the Hammond Housing Authority (HHA) to \_\_\_\_\_ housing authority below. I understand I must contact the new housing agency myself to learn what the requirements are to be a participant. I understand my portability packet will be mailed to the housing agency below.

By signing this form, I acknowledge that I understand that my portability request can be put on hold, delayed or denied at any time throughout the portability process for the following reasons:

1. If I have not been assisted by the Hammond Housing Authority for twelve (12) full months.
2. If the Housing Agency I choose to move to has a policy to "bill" for incoming portables and it is determined that the amount of the assistance payment at the new location is more than HHA can financially assist.
3. I must take the birth certificate, Social Security cards, current Driver's License (picture ID) and proof of income for ALL household members along with any other documentation which may be pertinent to my case.
4. If criminal activity, drug activity, or other program violations warrants an investigation by HHA.
5. If after portability is initiated to the housing agency below, I change my mind and request my portability be sent to another housing agency or choose to remain with Hammond Housing Authority.

Housing Authority: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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

Voucher Expiration Date: \_\_\_\_\_

Lease/Contract termination Date: \_\_\_\_\_

**No extensions will be approved on Voucher Expiration Date OR Lease/Contract termination date!**

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

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

.....  
HHA will contact forwarding housing authority by mailing portability packet to new housing authority after meeting with the client. The portability packet will contain portability request form, 52665, 50058 and other documents from client file.



**HOUSING AUTHORITY of the CITY OF HAMMOND**  
 HOUSING CHOICE VOUCHER DEPARTMENT  
 1402-173<sup>RD</sup> Street  
 HAMMOND, INDIANA 46324  
 PHONE (219) 989-3265  
 HEARING IMPAIRED - RELAY INDIANA (800) 743-3333

## Change of Income or Household Members Form

Please complete this form for processing of your Change of Income or Household Members request. **Failure to complete the form or submit supporting documentation could result in denial and/or delay of the request.**

Head of Household Name: \_\_\_\_\_ SSN#: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone No.: \_\_\_\_\_

**Important: All changes in income, bank assets, or household composition for any Household Member(s) must be reported in writing using this form within 10 calendar days of the change**

When submitting a Change of Income, you **MUST** include the following:

1. Change of Income / Household Members Form **(Complete the opposite side of this form)**
2. Proof of **any** change in household income since last reported to Hammond Housing Authority, including one or more of the following, as applicable:
  - 2-4 consecutive paycheck stubs or
  - Letter on company letterhead indicating date of hire, rate of pay, pay period and frequency of pay
  - Letter on company letterhead indicating date of separation (if you are no longer employed)
  - Unemployment printout. (online) **Print out must include** first date paid, pay amount and details of all payments
  - Veterans Affairs benefit amount printout
  - TANF print out
  - Worker's Compensation benefit statement
  - SS/SSI printout
  - Pension statement of monthly amount received
  - Child Support - a 12 month printout (if not available, a notarized statement from the non-custodial parent and it must include the monthly amount and how often it is paid/received)
  - Notarized Statement of monthly income (must include \$\$\$ dollar amount)

**IF REQUIRED DOCUMENTS ARE NOT PROVIDED, PROCESSING OF THE CHANGE WILL BE DELAYED**

**\*\*\* ALL ABOVE DOCUMENTATION MUST BE RECEIVED. NO ADJUSTMENT WILL BE COMPLETED UNTIL WE HAVE THIS INFORMATION**

**\*\*\* YOU ARE RESPONSIBLE FOR CURRENT MONTHLY RENTAL PAYMENTS UNTIL YOUR ADJUSTMENT IS COMPLETE!!!!**

**\*\*\*NO ADJUSTMENT WILL BE COMPLETED FOR DECREASES THAT DO NOT EXCEED SIX (6) CONSECUTIVE WEEKS!**

**\*\*\* ANY DECREASES IN RENT THAT EXCEEDS (6) WEEKS WILL BE EFFECTIVE THE 1<sup>ST</sup> OF THE FOLLOWING MONTH THAT**

**NOTIFICATION OF THE CHANGE HAS BEEN RECEIVED!**

**\*\*\* ANY INCREASES IN RENT WILL BECOME EFFECTIVE THE SECOND MONTH AFTER THE CHANGE OCCURED.**

*-unless you have failed to report the income timely  
 -active rent will be effective the month the increase should have occurred*

Completed forms must be submitted using one of the following methods:

- Drop off after hours in drop box at 1402-173rd Street Hammond, IN 46324
- Hand Deliver

### **ACKNOWLEDGEMENT and SIGNATURE**

I have read and understand the terms of this form:

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

*Upon submission of this form, I certify that the information provided to the Hammond Housing Authorities is true and correct. I understand that giving false information may jeopardize my eligibility to receive future housing assistance. I understand that by signing this document I authorize the Housing Authority to verify all reported information, which includes comparing all reported information with information retrieved through independent sources.*

**(Complete the opposite side of this form. Attach supporting documentation behind this form)**

Rev. 10/ 2020



**IF REQUIRED DOCUMENTS ARE NOT PROVIDED, PROCESSING OF THE CHANGE WILL BE DELAYED**

**Increase in Current Employment Income (Please check all that apply):**

Increase in Wages       Increase in Hours       New Employment

Family Member Name: \_\_\_\_\_ SSN#: \_\_\_\_\_

Employer Name: \_\_\_\_\_ Start Date of New Employment: \_\_\_\_\_

Employer Phone: \_\_\_\_\_ Name of Position: \_\_\_\_\_

Employer Address \_\_\_\_\_

Rate of pay: \_\_\_\_\_ Work Hours/week: : \_\_\_\_\_ Overtime hours/week: \_\_\_\_\_ Bonus/Tips/Commission: \_\_\_\_\_

Pay Frequency:  Weekly  Bi-Weekly [26 pay periods/every other week]  Bi-Monthly [24 pay periods/only \_\_\_\_\_ month]

---

**Loss of Employment Income (Please check all that apply):**

Decrease in Wages       Decrease in Hours       On Leave       Long Term Disability

Family Member Name: \_\_\_\_\_

Employer Name: \_\_\_\_\_ Last Date of Employment: \_\_\_\_\_

Employer Phone: \_\_\_\_\_ Name of Position: \_\_\_\_\_

Employer Address \_\_\_\_\_

Rate of pay: \_\_\_\_\_ Work Hours/week: : \_\_\_\_\_ Other: \_\_\_\_\_

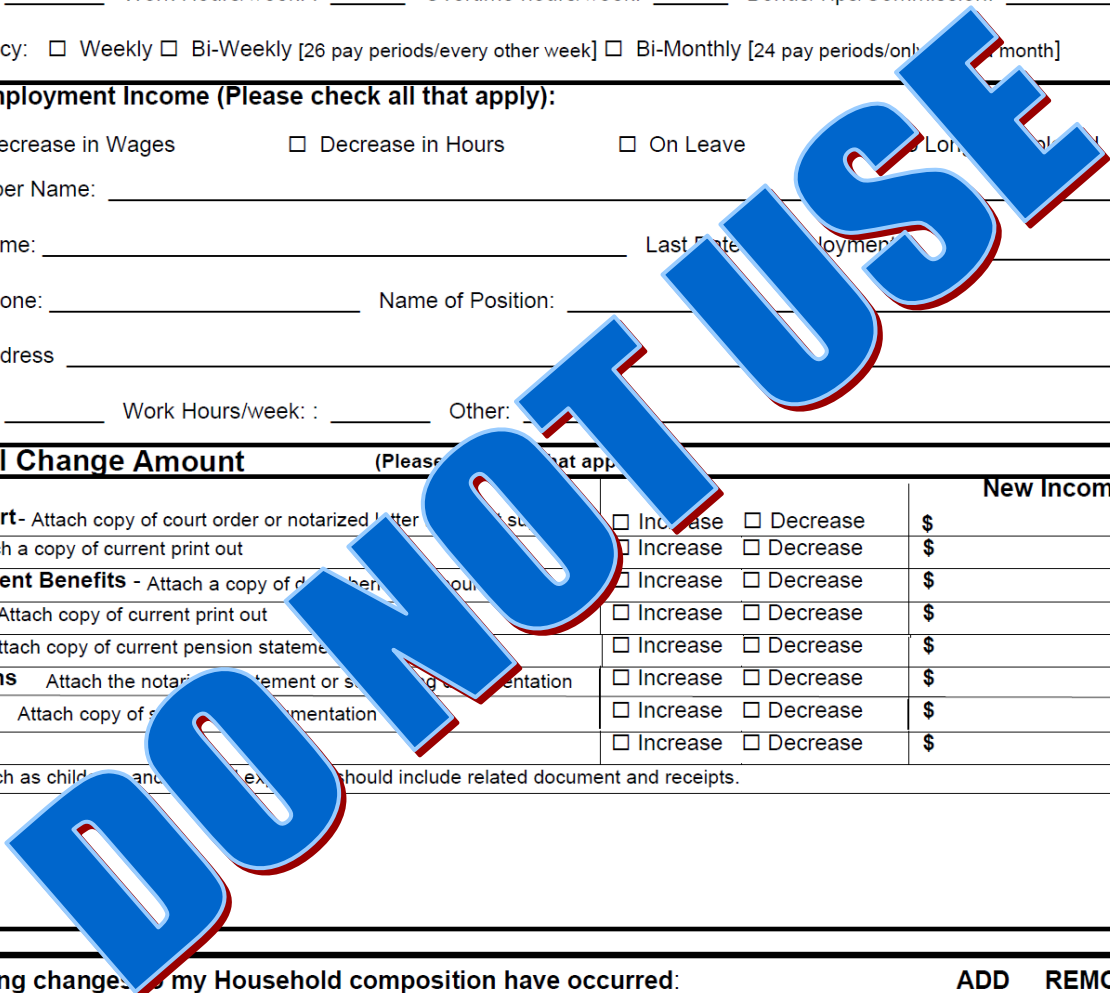
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**Additional Change Amount (Please check all that apply)**

	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	New Income
<b>Child Support</b> - Attach copy of court order or notarized letter	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$
<b>TANF</b> - Attach a copy of current print out	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$
<b>Unemployment Benefits</b> - Attach a copy of document	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$
<b>SS or SSI</b> - Attach copy of current print out	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$
<b>Pension</b> - Attach copy of current pension statement	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$
<b>Contributions</b> - Attach the notarized statement or schedule of contribution	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$
<b>*Expenses:</b> - Attach copy of schedule of contribution	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$
<b>Other:</b>	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$

\*Expenses such as child care and medical expenses should include related document and receipts.

**Comments:**



**The following changes to my Household composition have occurred:**

	ADD	REMOVE
HH Member Name: _____ SSN#: _____	<input type="checkbox"/>	<input type="checkbox"/>
HH Member Name: _____ SSN#: _____	<input type="checkbox"/>	<input type="checkbox"/>
HH Member Name: _____ SSN#: _____	<input type="checkbox"/>	<input type="checkbox"/>

**When Adding Household Member(s):** The family is **required to provide** a birth certificate, Social Security card and guardianship/custody papers for each new addition to the household.

**When Removing Household Member(s):** The family is **required to provide** 2-3 documents reflecting the **permanently absent person's new address**, which can include a lease, utility bills, pay stubs, bank statements, insurance documents, school documents, or any other document as determined by HHA.