



**SECTION 8
HOUSING CHOICE VOUCHER PROGRAM
BRIEFING PACKET**

Erie Metropolitan Housing Authority
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EMHA HOUSING CHOICE VOUCHER PROGRAM
BRIEFING PACKET

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WELCOME TO THE SECTION 8 PROGRAM!!!

Erie Metropolitan Housing Authority

Introduction

This booklet has been designed for you to use as a tool during the Family Briefing and to provide you with accurate information about how this program works. Please feel free to ask any questions that you may have. This is your briefing, and you should leave here today with all the information you need.

After this briefing is completed, make sure you save this booklet along with your Housing Choice Program papers that you can refer to it as needed in the future. If you should have any questions, please contact your INTAKE CASE MANAGER whose name and extension is listed below.

INTAKE CASE MANAGER: Shandra Coder

PHONE NUMBER (419) 625-0262 extension 2335

Responsibilities Within the Housing Choice Programs

The Housing Choice Programs are a three-way partnership between the Erie Metropolitan Housing Authority (EMHA), the family (you) and the landlord.



Erie Metropolitan Housing Authority's Responsibilities

EMHA must do the following in order to ensure the program's success:

- Verify all applicants' income and household composition to determine eligibility
- Explain all rules and regulations to eligible families
- Issue a Housing Choice Voucher
- Approve the unit, the owner and the rent
- Ensure housing assistance payments to the owner timely
- Make certain that both the family and the unit continues to qualify under the program on an annual basis.

HOUSING PROCEDURES

- 1) With a new program participant, the Intake Case Manager is responsible for the file until the new participant has executed a Housing Assistance Payment (HAP) contract.
- 2) At that time, the Intake Case Manager distributes the file to the appropriate On Going Case Manager according to the first initial of the program participant's last name.
- 3) Once the participant submits a Request for Tenancy Approval (RFTA) to EMHA, it is time & date stamped.
- 4) The Request for Tenancy is given to the Inspectors. Every unit must be inspected to ensure that it meets HQS (Housing Quality Standards).
- 5) The Inspector has fifteen (15) days to complete the inspection from the date that they receive the RFTA. However, if there are documented delays due to the Inspector being unable to reach the landlord, that time frame may be extended for cause on a case-by-case basis.
- 6) If the unit does not pass HQS (Housing Quality Standards), the landlord must make the necessary repairs to the unit. The landlord is responsible for contacting the Inspector once the repairs are made to make another appointment for Inspector to re-inspect the unit.
- 7) Once the unit passes HQS, the Inspector completes the inspection book and it is passed on to the Intake Case Manager if it is a new program participant or the assigned On Going Case Manager if it is a current participant.
- 8) The Intake Case Manager or the On Going Case Manager must then third-party verify all the financial information and run the calculations to ensure that the program participant is financially able to afford the unit per HUD guidelines. The program participant may not pay more than 40% of the monthly adjusted income at admission or when a program participant moves to a new unit with a gross rent that exceeds the payment standard. **NOTE: WHILE YOUR RENT ON THE SECTION 8 HOUSING VOUCHER CHOICE PROGRAM IS INCOME BASED, PLEASE REMEMBER THAT EMHA'S MINIMUM RENT IS \$50. THAT MEANS EVEN IF YOU HAVE ZERO INCOME YOU WILL BE RESPONSIBLE FOR A MINIMUM RENT OF \$50 PER MONTH. DEPENDENT UPON YOUR INCOME, GROSS RENT AND PAYMENT STANDARD FOR THE UNIT YOU CHOOSE, YOU MAY BE ENTITLED TO A UTILITY REIMBURSEMENT WHICH MAY OFFSET THE \$50 MINIMUM RENT.**
- 9) The Case Manager then contacts the program participant and the landlord to schedule a time to come in to complete the paperwork; negotiate any changes in the rent requested; and, sign the final documents including executing the HAP Contract.
- 10) The program participant should not move in to the unit until such time as all documents are signed by the landlord, program participant and the Case Manager.
- 11) The Case Manager must then submit the file to Administration for Quality Assurance (QA). Once the file has been signed by Management personnel, the paperwork is submitted to Accounting for payment. If there are any errors in the processing of the case that are detected during the QA process, the Case Manager will contact the landlord and program participant to make any necessary changes.
- 12) This entire process may take at least one (1) month or more for the initial payment to be received by the landlord. The payment may be retroactive to no earlier than the date of the "passed" inspection.
- 13) While the initial process may seem somewhat lengthy, after you receive your first HAP (Housing Assistance Payment), each subsequent HAP Payment will be mailed to you monthly on the second (2nd) working day of each month following our receipt of the financial allocation from HUD.
- 14) With regard to the sale of properties or transfer of ownership from one landlord to another, a new contract and all the involved paperwork must be completed in each case.
- 15) In the interest of time, EMHA does not accept walk-ins or drop offs. You must call the Case Manager to make an appointment in order to facilitate proper processing of your case.
- 16) If the Case Manager has specifically requested the drop off of information to EMHA by the landlord or program participant, the Case Manager will advise the front information desk to accept those specific documents.
- 17) These procedures have been put into place to allow the most efficient use of time and ensure quality services. As always, we appreciate your patience and understanding as we complete all necessary paperwork.

CRIMINAL ACTIVITY

The Department of Housing and Urban Development (HUD) permits EMHA to deny or terminate assistance to applicants and participants in their programs if any member of the participants' family engages in a drug-related felonious or criminal activity. A criminal background check will be conducted on all household members, age 18 and older when entering the program, at the time of annual reexamination, and when moving from one unit to another.

It is EMHA's policy to terminate or deny assistance if families engage in:

DRUG-RELATED CRIMINAL ACTIVITY

This refers to the illegal manufacture, sale, distribution or the possession with intent to manufacture, sell or distribute a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

VIOLENT CRIMINAL ACTIVITY

This means any illegal activity that has, as one of its elements, the use, the attempted use or physical force against the person or property of another.

FELONIOUS CRIMINAL ACTIVITY

This refers to any criminal activity that is classed as a felony under Federal, State, or Local Law.



LIST OF VIOLENT & CRIMINAL OFFENSES

Effective 12/1/03

You need not be arrested or convicted of a crime in order to lose your housing assistance. It only needs to be a preponderance of the evidence.

However, if you are charged with a felony offense, we will still proceed with termination of your housing assistance regardless if it has been reduced to a misdemeanor.

In addition, you may be terminated for violations of Family Obligations which include causing a disruption of safe, decent, sanitary, or peaceful enjoyment of the area.

Remember, if anyone in your household is charged with any of these offenses, you may be terminated from the program regardless if the offense took place on EMHA property.

Since you are responsible for the actions of your guests while they are on EMHA property, if they are charged with these offenses while on EMHA property, you may face termination from the program.

HUD has a One Strike Policy on drug offenses which means that if you are involved with drugs, you will face termination from the program.

Charge Code	Description	Charge Code	Description	Charge Code	Description
2903.01	Aggravated Murder	2907.05	Gross Sexual Imposition	2911.12	Complicity To, Attempted & Burglary
2903.02	Murder	2907.07	Importuning	2911.13	Complicity To & Breaking & Entering
2903.03	Voluntary Manslaughter	2907.08	Voyeurism	2911.31	Complicity To & Safecracking
2903.04	Involuntary Manslaughter	2907.21	Compelling Prostitution	2911.32	Tampering With Coin Machines
2903.06	Aggravated Vehicular Homicide	2907.22	Promoting Prostitution	2913.02	Complicity To, Attempted & Theft
2903.07	Vehicular Homicide	2907.24	Loitering With Purpose To Solicit Sex & Soliciting (HIV Positive)	2913.31	Complicity To & Forgery
2903.08	Aggravated Vehicular Homicide	2907.25	Prostitution (HIV Positive)	2913.32	Criminal Simulation
2903.11	Attempted Felonious Assault	2907.31	Disseminating Matter (Harm Juveniles) & Displaying Matter Harmful To Juveniles	2913.40	Medicaid Fraud
2903.12	Aggravated Assault	2907.32	Complicity To Or Pandering Obscenity, Sex Or Materials Involving Juveniles & Using Minors In Nudity Or Materials / Performing & Complicity In Pandering Sexually Oriented Material Involving A Minor	2913.42	Tampering With Records
2903.13	Assault	2907.34	Compelling Acceptance Of Objectionable Materials	2913.43	Secure Writing By Deception
2903.16	Failure To Provide For Functionally Impaired Individual	2909.02	Aggravated Arson	2913.45	Defrauding Creditors
2903.21	Menacing By Stalking	2909.03	Arson	2913.46	Illegal Use of Food Stamps
2903.34	Patient Abuse / Neglect	2909.04	Disrupting Public Service	2913.47	Insurance Fraud
2905.01	Kidnapping	2909.05	Vandalism Or Attempted Vandalism	2913.48	Workers' Compensation Fraud
2905.02	Abduction	2909.06	Criminal Damaging / Endangering	2913.49	Taking Identity of Another
2905.05	Criminal Child Enticement	2909.07	Criminal Mischief	2913.51	Complicity To & Receiving Stolen Property
2905.11	Extortion & Attempted Extortion	2909.08	Endangering Aircraft / Airport Operations	2915.03	Operating Gambling House
2905.22	Criminal Usury	2909.09	Vehicular Vandalism	2917.01	Inciting to Violence
2907.02	Rape, Attempted Rape & Complicity To Rape	2911.01	Complicity To & Aggravated Robbery	2917.02	Aggravated Riot
2907.03	Sexual Battery	2911.02	Complicity To & Robbery	2917.21	Telephone Harassment
2907.04	Corruption Of A Minor & Unlawful Sex With A Minor	2911.11	Complicity To & Aggravated Burglary	2917.31	Inducing Panic
2917.32	Making False Alarms	2921.51	Impersonate Peace Officer	2925.23	Illegal Processing Drug Doc
2919.21	Nonsupport of Dependents	2921.52	Use Sham Legal Process	2925.24	Tampering With Drugs
2919.22	Child Endangering	2923.12	Complicity To & Carrying a Concealed Weapon, Possession / Convey Deadly Weapon, Possess Replica Firearm In School, Illegal Possession Firearm Liq. Est., Possession Deadly Weapons On School Property,	2925.31	Abusing Harmful Intoxicants
2919.23	Interference With Custody	2923.13	Having Weapon Under Disability, Possession Deadly Weapon While Under Intoxication	2925.32	Trafficking in Harmful Intoxicants
2919.25	Complicity To & Domestic Violence	2923.16	Discharge Firearm in Habitation	2925.36	Illegal Dispensing of Drug Samples
2919.27	TPO Violation	2923.17	Unlawful Possession of Dangerous Weapon	2925.37	Complicity To & Offense Involving Counterfeit Drugs
2921.02	Bribery	2923.20	Unlawful Transaction in Weapons	2927.01	Abuse of Corpse
2921.03	Intimidation	2923.21	Improper Furnish Firearm to Minor	2927.12	Ethnic Intimidation
2921.04	Intimidate Crime Victim / Witness	2923.24	Possession of Criminal Tools	2927.13	Sell / Donate Contaminated Blood
2921.05	Retaliation	2923.32	Engage in Pattern of Corrupt Activity	2933.52	Divulge Content of Electronic & Interception W/Wire Comm
2921.11	Perjury	2923.42	Participate in Criminal Gang	2937.43	Bench Warrant (Felony)
2921.12	Tampering With Evidence	2925.02	Corrupting Another With Drugs	2950.04	Sex Oriented Offender / Failure to Register & Failure to Register New Address
2921.13	Falsification	2925.03	Any Drug Activity	3773.07	Dueling
2921.31	Obstructing Official Business	2925.04	Cultivation Of Marijuana	4511.19	DUI (Blood, Breath, Urine, Warrant)
2921.32	Obstructing Justice & Assault Police Dog / Handicap Assist Dog	2925.05	Funding Drug Activity	4549.02	Leaving the Scene of Accident (Warrant)
2921.33	Resisting Arrest & Complicity To & Fleeing & Eluding Police	2925.06	Administer / Distribute Steroids	4549.62	Receive Vehicle W/Defaced VIN
2921.34	Escape	2925.07	Prep For Sale	4729.51	Trafficking In & Possession Of Dangerous Drugs
2921.35	Aiding Escape & Resist to Authority	2925.09	Distribute Drug Not Approved By USFDA	4931.49	Misuse of 911
2921.36	Conveying Weapons / Contraband into Jail	2925.11	Complicity To & Drug Abuse - Possession Of Cocaine, Hashish, LSD, Marijuana, Heroin, Crack Cocaine, & Other		
2921.41	Theft in Office	2925.13	Permitting Drug Abuse		
2921.42	Unlawful Interest in Public Contract	2925.22	Complicity To & Deception to Obtain Dangerous Drugs		

INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required:

1. The Erie Metropolitan Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Erie Metropolitan Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Erie Metropolitan Housing Authority policies.
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utility allowance schedule.
 - c. A determination of the family unit size under the Erie Metropolitan Housing Authority subsidy standards.
 - d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Erie Metropolitan Housing Authority subsidy standards, or the Erie Metropolitan Housing determination to deny the family's request for an exception from the standards.
 - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - f. A determination to terminate assistance because of the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Erie Metropolitan Housing Authority policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Erie Metropolitan Housing Authority will give the opportunity for an informal hearing before the Erie Metropolitan Housing Authority terminates housing assistance payments for the family under an outstanding HAP contact.

B. When a Hearing is **not** Required:

The Erie Metropolitan Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determination by the Erie Metropolitan Housing Authority.
2. General policy issues or class grievances.

3. Establishment of the Erie Metropolitan Housing Authority schedule of utility allowances for families in the program.
4. The Erie Metropolitan Housing Authority will be given the opportunity to examine at the Erie Metropolitan Housing Authority's offices before the hearing, and family documents that are directly relevant to the hearing. The Erie Metropolitan Housing Authority will be allowed to copy any such document at the Erie Metropolitan Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Erie Metropolitan Housing Authority, the family may not rely on the document(s) at the hearing.

NOTE: The term document includes records and regulations.

B. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

C. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Erie Metropolitan Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with EMHA hearing procedures.

D. Evidence

The Erie Metropolitan Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

E. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

F. Effect of the Decision

The Erie Metropolitan Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Erie Metropolitan Housing Authority 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 Erie Metropolitan Housing Authority hearing procedures.

OCCUPANCY STANDARDS

Occupancy standards are used to ensure that assisted families do not live in overcrowded units. The following chart shows the maximum number of persons that would be permitted to live in a particular size unit.

The family may choose to use a living room, den or recreation room as a sleeping room if they desire. HUD Housing Quality Standards (HQS) allows two persons per sleeping room.

VOUCHER SIZE	MAXIMUM # PERSONS IN HOUSEHOLD
0 BEDROOM	1
1 BEDROOM	2
2 BEDROOMS	4
3 BEDROOMS	6
4 BEDROOMS	8
5 BEDROOMS	10
6 BEDROOMS	12

VOUCHERS

Vouchers are initially issued for a period of 120 days. Families must submit a Request for Tenancy Approval during this period. If your family is considered hard-to-house (meaning three (3) or more children or a member of your family has a disability), you may be given a maximum of 180 days to secure housing. If your family has not secured housing in the allotted time, your Voucher will expire and you will have to reapply.

VOUCHER SUSPENSION

The Erie Metropolitan Housing Authority reserves the right to suspend a Voucher at any given time if the family during the term of the Voucher engages in violent criminal activity or drug related activity. This also includes any other violation of the Section 8 program. Erie Metropolitan Housing Authority embraces the “One Strike You’re Out” rule.

VOUCHER NUMBER:

- The voucher number that has been assigned to your family

UNIT SIZE:

- The size of the unit that your family is eligible for, it indicates the number of bedroom size that you should seek.

ISSUANCE DATE

- The day you receive the voucher.

EXPIRATION DATE:

- The date that your voucher expires. The voucher expires 120 days from the day you receive it.

NAME OF FAMILY REPRESENTATIVE:

- The name of the head of household who is receiving the voucher

SIGNATURE OF REPRESENTATIVE:

- Signature of the head of household who is receiving the voucher.

DATE SIGNED:

- The date that the head of household received the voucher. The date should be the same as the issuance date.

NAME OF HOUSING AGENCY:

- The name of the agency that is issuing the voucher.

OFFICIAL TITLE, SIGNATURE and DATE:

- Must be completed in order for the voucher to be validated.

Voucher
Housing Choice Voucher Program

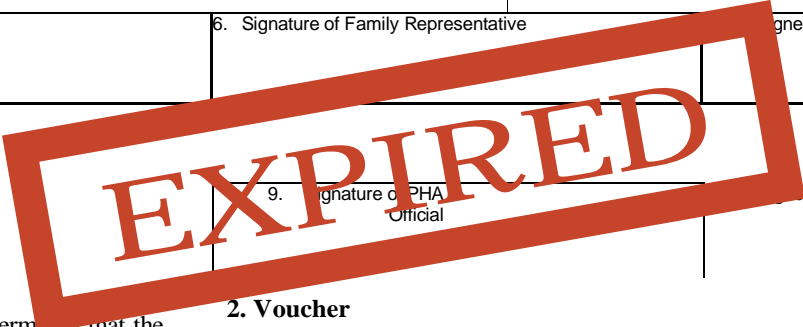
**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

OMB No. 2577-0169
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Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

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

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



1. Housing Choice Voucher Program

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

2. Voucher

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

3. PHA Approval or Disapproval of Unit or Lease

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

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

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

- 1. The proposed unit or lease is disapproved for specified reasons, and
- 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

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4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
 - 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 - 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 - 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 - 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 - 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 - 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 - 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 - 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 - 9. Request PHA written approval to add any other family member as an occupant of the unit.
 - 10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
 - 11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

C. Any information the family supplies must be true and complete.

- D. The family (including each family member) must not:
 - 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 - 2. Commit any serious or repeated violation of the lease.
 - 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 - 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - 5. Sublease or let the unit or assign the lease or transfer the unit.

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

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

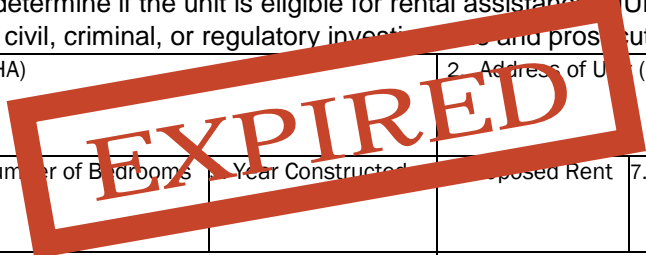
OMB Approval No. 2577-0169

exp. 7/31/2022

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

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

1. Name of Public Housing Agency (PHA)		2. Address of Unit (street address, unit #, city, state, zip code)			
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection



9. Structure Type <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		
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11. Utilities and Appliances
 The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

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

12. Owner's Certifications

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

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

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

- c. Check one of the following:

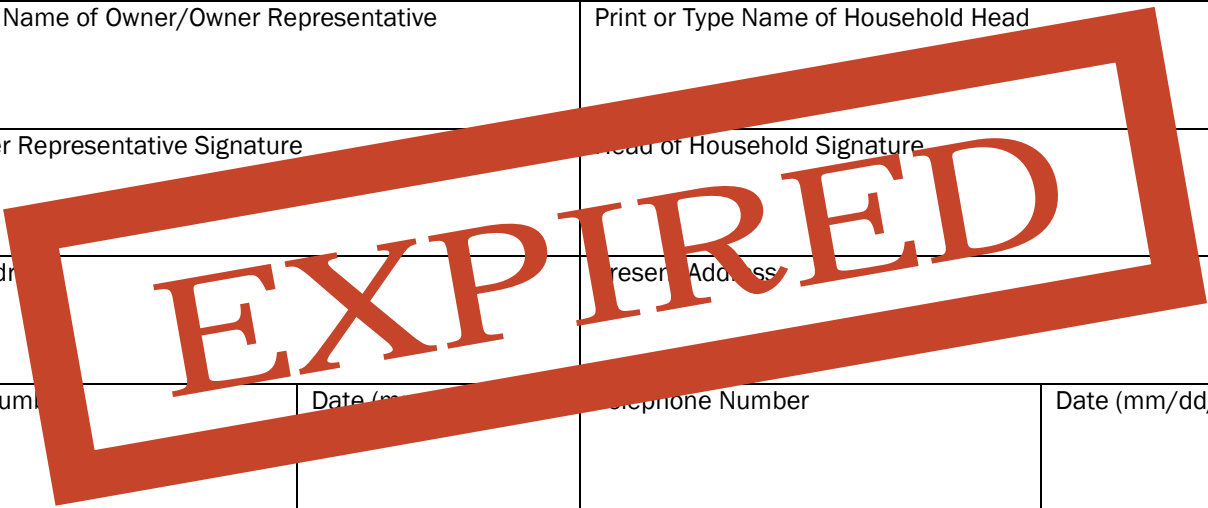
- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector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

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

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

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

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



TIPS ON FINDING A PLACE TO LIVE

Schools

If you have school-aged children, be aware of the various school districts in the community. Find out the distance from the housing unit, the average achievement test scores, and the extra curriculum activities offered. All of this information can be obtained from the school system.

Recreational Areas

Check to see if the neighborhood you choose to live in will accommodate the needs of you and your children. Look for a neighborhood with the following:

- Parks
- Playgrounds
- After school programs
- Boys and Girls Scouts
- Youth Club

Safety

Try to avoid high crime area. Consider the neighborhood and its surroundings when searching for housing. If you are unsure of the neighborhood, get a copy of crime report for the area.

Transportation

If you do not have a car, find out what public transportation is available in the area of the housing unit. You want to make sure that you will be able to get to work, shopping areas, school, etc.

Where To Look For Housing

There are many different places to look for rental properties. Here are some suggestions to get you started.

- Get an EMHA available housing list
- Ask friends, relatives, and neighbors
- Check the newspaper, bulletin boards at grocery stores, work, laundromats and colleges
- Check with real estate agencies; however, there may be a fee attached for their help
- Go to a neighborhood you would like to live in and look for rental signs

MAPS OF ERIE COUNTY

You have been given an opportunity to improve your housing conditions. If you are a smart shopper, you will find a better house, a nicer neighbor or both—and it may not cost you any more than you pay now. Maybe less!

You are lucky. Many other low income households in Erie County would like to have this chance, but there aren't enough vouchers to everyone in need. But it's up to you. The clock is ticking. You've been given 120 days, but why wait? Start looking today! Don't limit your search to Sandusky, Erie County also includes Milan, Castalia, Berlin Heights, Huron and Vermillion.

If you now live in a high-poverty area, you may want to consider moving to a low-poverty area now that you have rental assistance available to you. There are many possible advantages to your family such as:

- Improved employment opportunities
- Improved educational opportunities
- Better housing
- Lower crime rates
- Parks/playgrounds
- Better public services
- Convenient shopping
- Other amenities

What's even better is that EMHA is providing you with maps of Erie County to show you where you can look for housing!



District 18

Erie County, Sandusky, Vermilion and Castalia.
(Put-in-Bay is in Area 55)



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

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

Things that a home must have in order approved by the PHA, and

Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

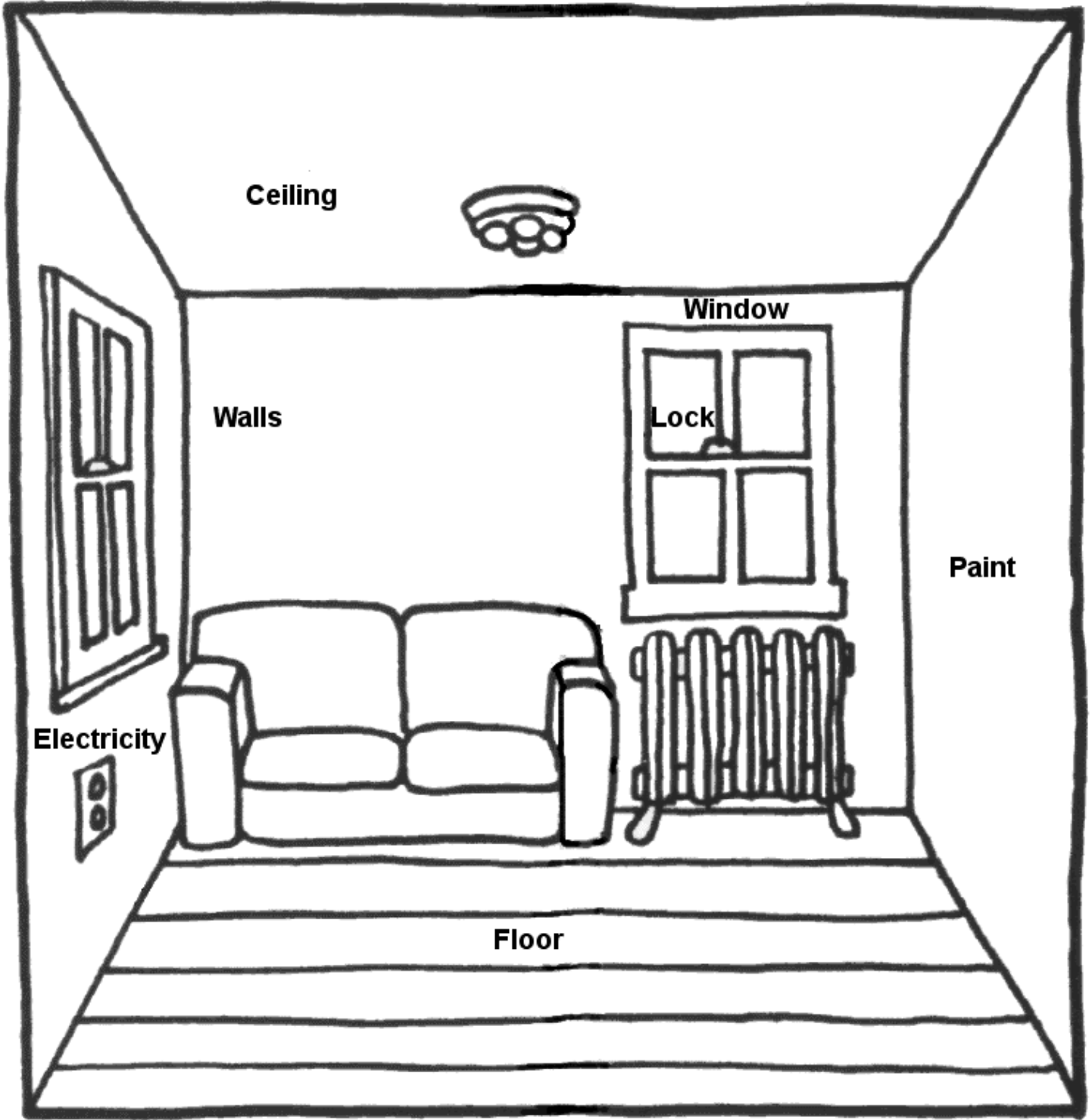
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

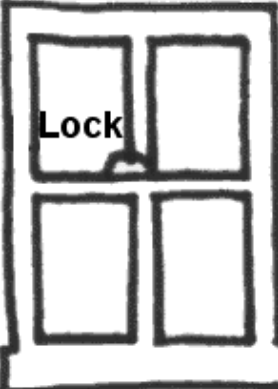
- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there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



Ceiling



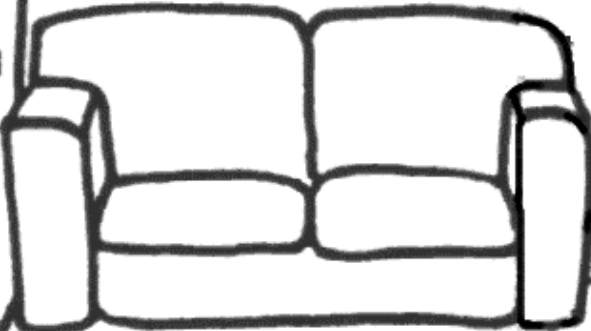
Window



Lock

Walls

Paint



Electricity



Floor

2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

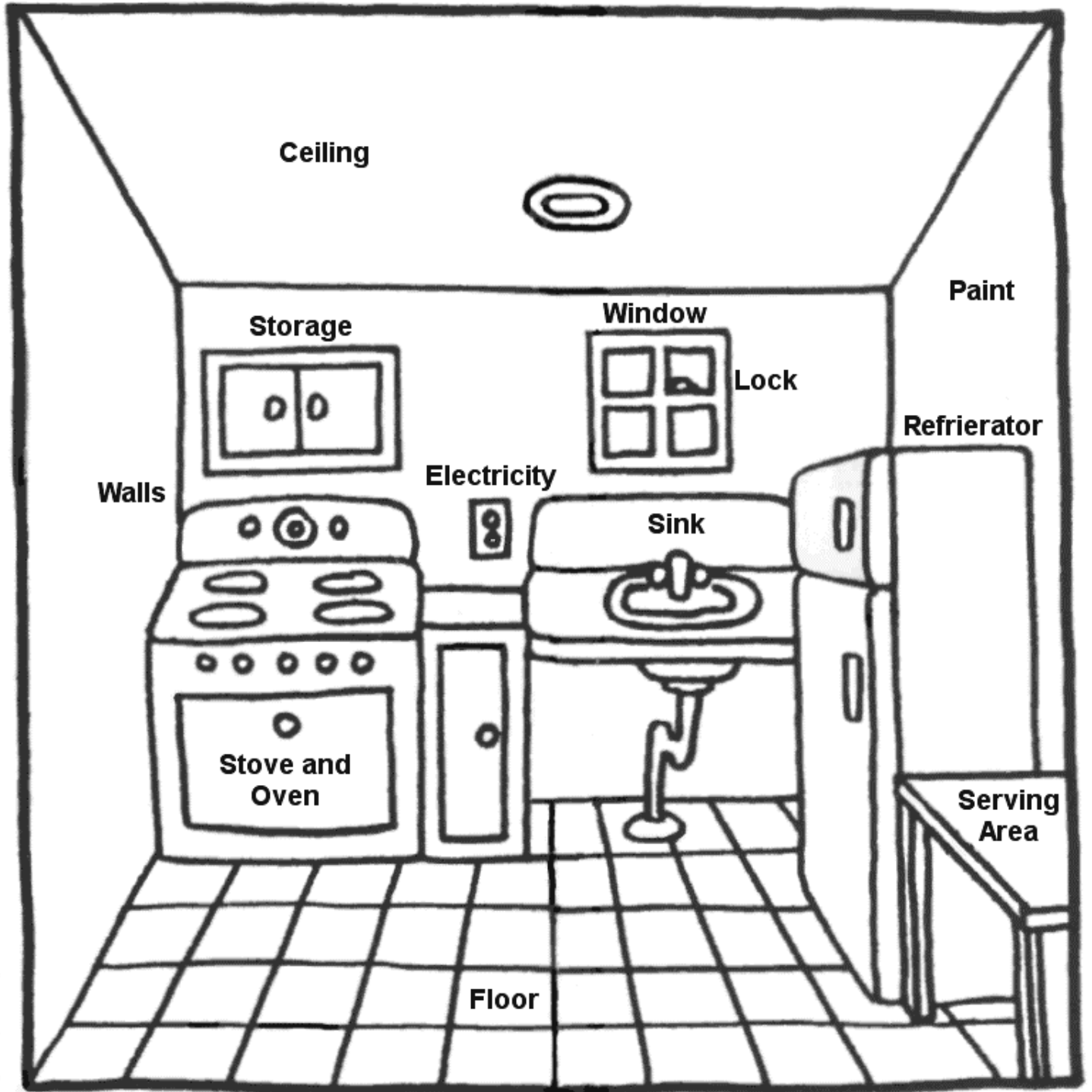
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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



Ceiling

Paint

Storage

Window

Lock

Walls

Electricity

Sink

Refrierator

Stove and
Oven

Serving
Area

Floor

3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

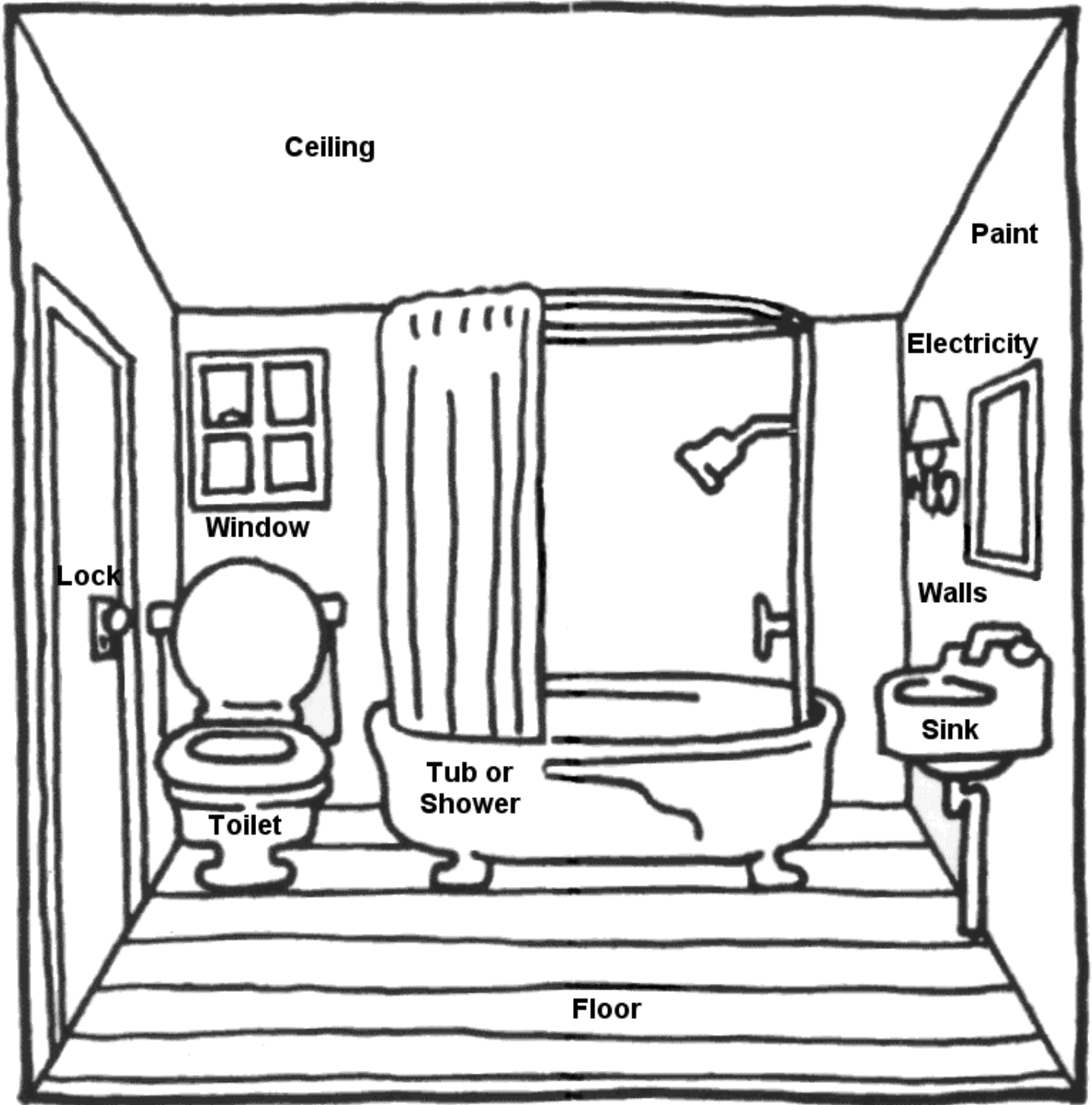
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



Ceiling

Paint

Electricity

Window

Lock

Walls

Toilet

Tub or Shower

Sink

Floor

4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

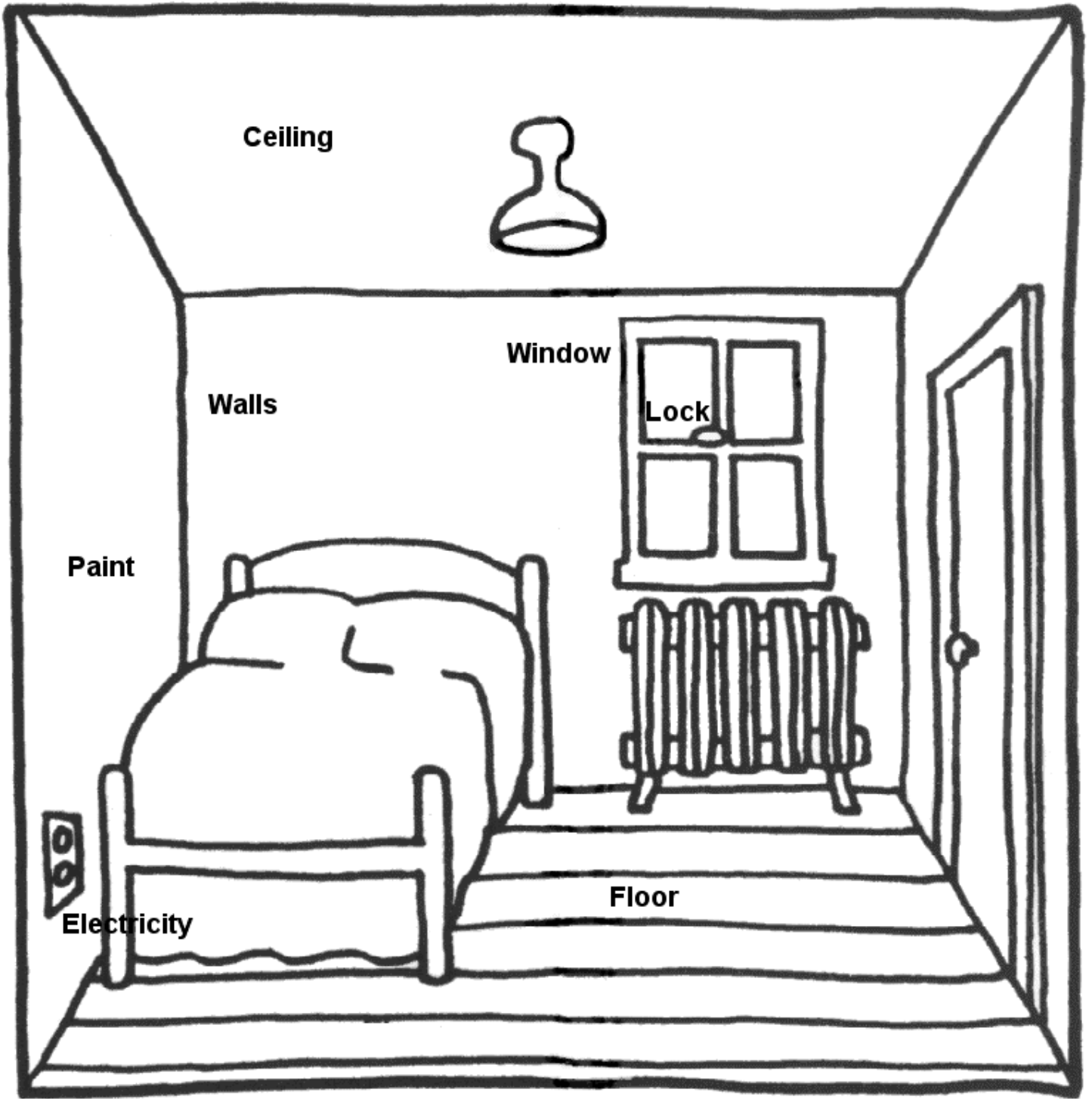
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

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

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

You should also think about:

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



Ceiling

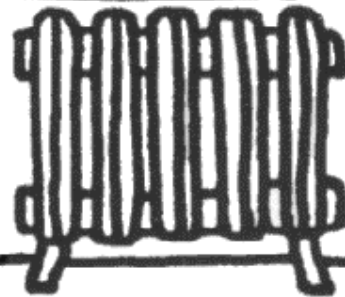
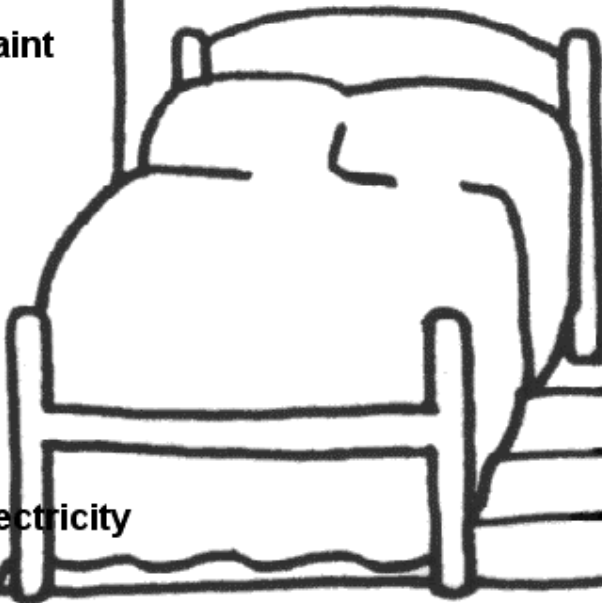


Window

Lock

Walls

Paint



Electricity

Floor

5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

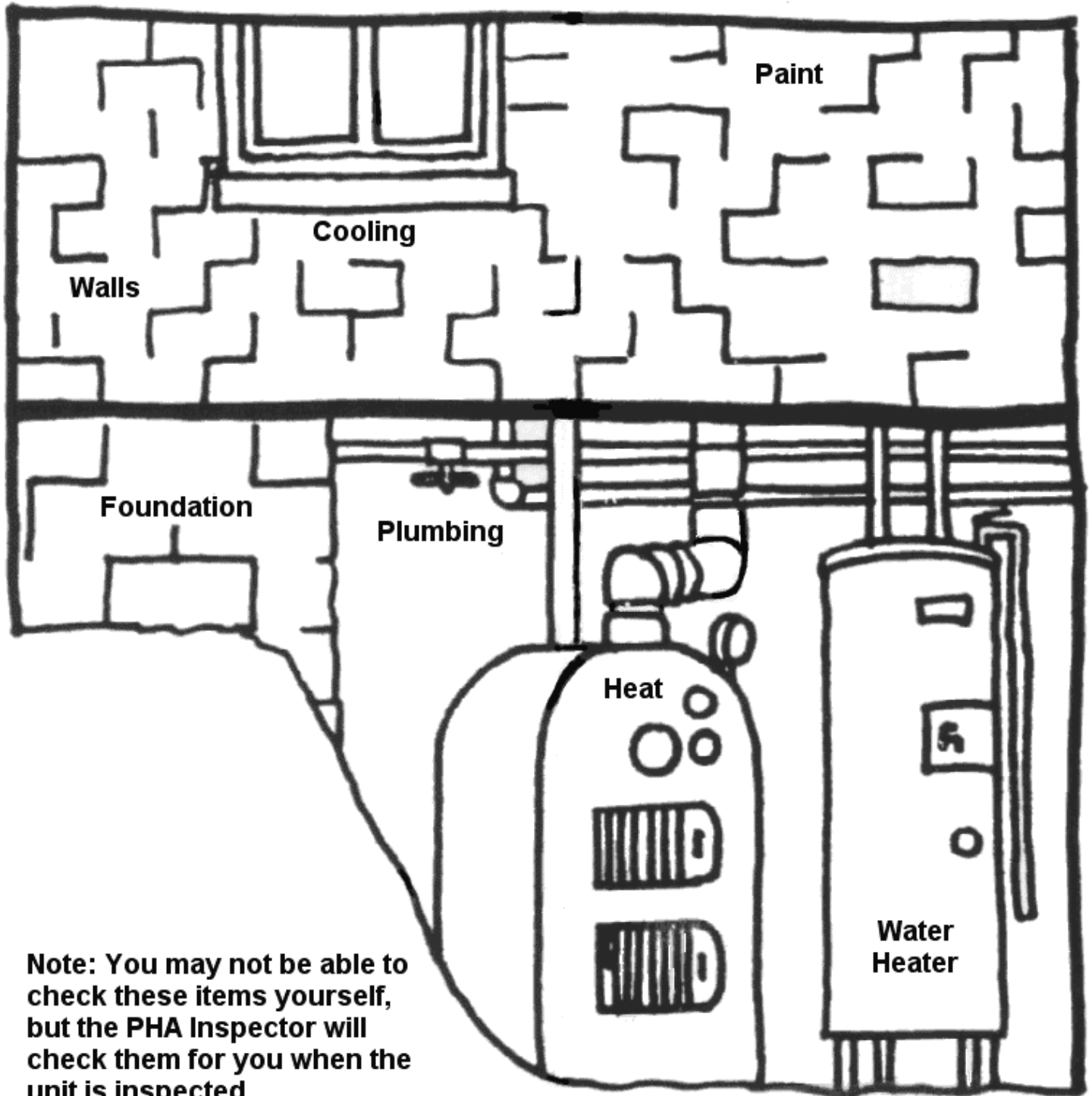
Heat

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

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

You should also think about:

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



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

6. Health and Safety

The Building and Site must have:

Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

Pollution

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

Rodents and Vermin

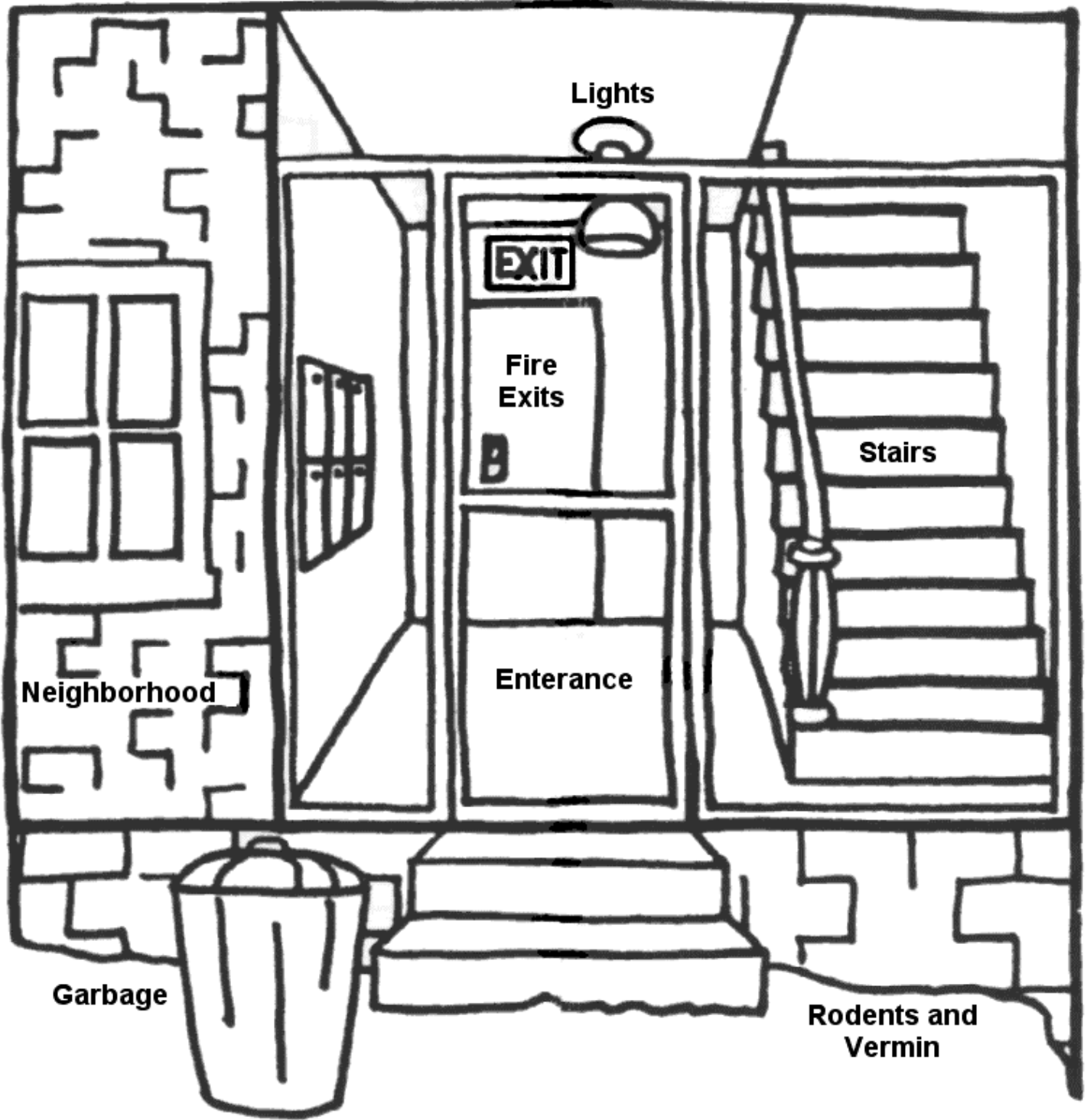
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

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

You should also think about:

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



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

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

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

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

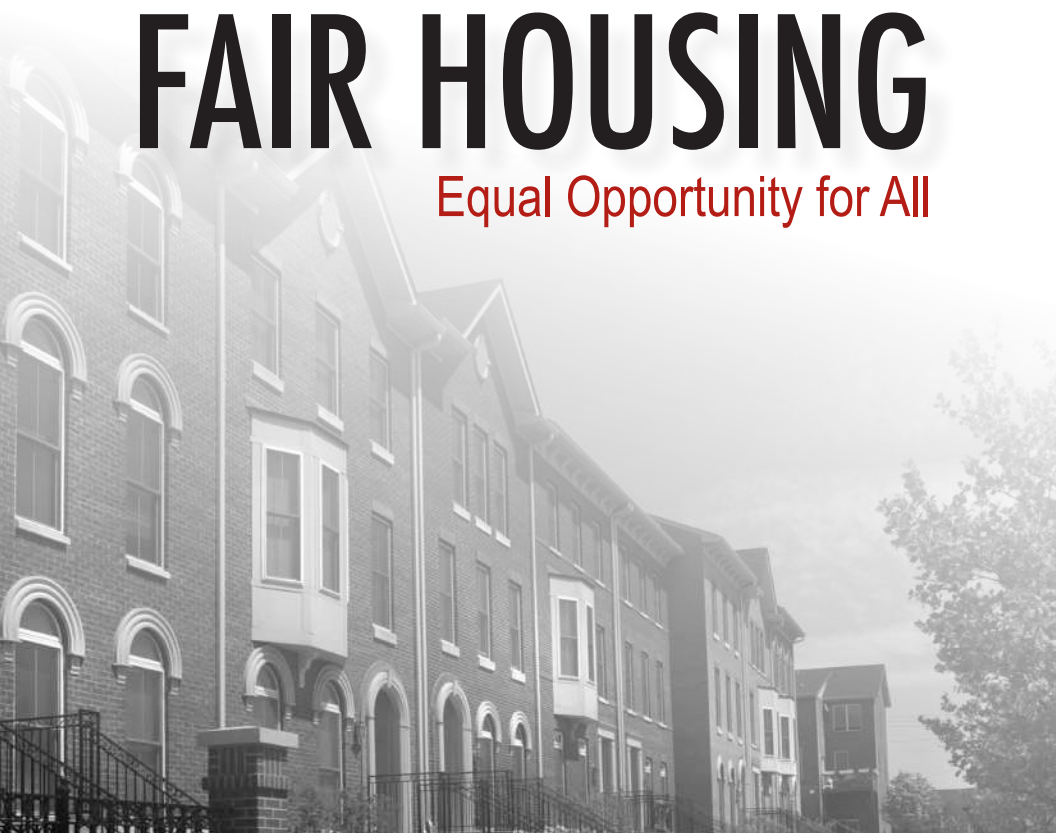
Responsibilities of the owner:

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



FAIR HOUSING

Equal Opportunity for All



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



Please visit our website: www.hud.gov/fairhousing



FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

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

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

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

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

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THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

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

WHAT HOUSING IS COVERED?

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

WHAT IS PROHIBITED?

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

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

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

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

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

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

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

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

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

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

BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

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

NEW YORK REGIONAL OFFICE

(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 542-7519 or 1-800-496-4294
Fax (212) 264-9829 * TTY (212) 264-0927

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

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

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

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

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

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

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

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)

U.S. Department of Housing and Urban Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone 1-800-765-9372

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

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

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)

U.S. Department of Housing and Urban Development

801 Cherry Street

Suite 2500, Unit #45

Fort Worth, TX 76102-6803

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

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

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

(Complaints_office_07@hud.gov)
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 * TTY (913) 551-6972

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

DENVER REGIONAL OFFICE
(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE
(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE
(Complaints_office_10@hud.gov)
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185

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

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

If You Are Disabled: HUD also provides:

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

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

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

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

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

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

Complaint Referrals to State or Local Public Fair Housing Agencies:

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

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

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

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

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

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

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

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

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

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

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

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

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

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

IN ADDITION

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

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

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

Other Tools to Combat Housing Discrimination:

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

For Further Information

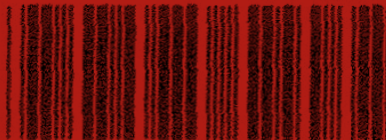
The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-10.



CONNECT WITH HUD



Department of Housing and Urban Development
Room 5204
Washington, DC 20410-2000



02305



ERIE METROPOLITAN HOUSING AUTHORITY

INSPECTION CHECKLIST

- All ceilings, walls and floors must be strong, sturdy and in their permanent positions.**
- A working smoke detector with a live battery must be installed on every level of the unit, including in the basement and outside of the sleeping rooms. If any member of the family has hearing problems, install one for the hearing impaired.**
- The entire unit, both inside and outside, including window frames, must be free of cracking, scaling, peeling, chipping and loose paint. This prevents exposure to possible lead-based paint hazards.**
- Where there are four (4) or more consecutive steps, handrails must be securely attached. This applies to both the interior and exterior of the unit.**
- The entire unit, interior and exterior, must be free from electrical hazards. There may be no loose, hanging or exposed wires. All three-prong outlets must be wired correctly. A three-prong circuit tester will be used at the time of the inspection to assure safety.**
- Every room used for living must have either two (2) working outlets or one (1) working outlet and a permanently installed light fixture. At a minimum, each bathroom must have a permanently installed light fixture.**
- All light switches and outlets must have secured plate covers installed.**
- All windows and doors must be secured when closed and must be weather tight.**
- All windows and doors that are accessible from the outside must have working, sturdy locks.**
- All windows that open must have a mechanism to secure them in place when opened.**
- Every bedroom must have at least one (1) window that opens.**
- If the unit has a third (3rd) floor sleeping room(s), and the family is eligible to use this room for sleeping, the owner must provide a safe method of escape in the case of fire (i.e. chain ladder).**

INSPECTION CHECKLIST CONTINUED

- If there is a bathroom with a toilet that is not hooked up to water and sewer lines, it must be repaired. If it is removed, the drain must be sealed to prevent sewer gases and/or rodents from escaping into the unit.**
- The bathroom must have a window that opens or an exhaust fan for ventilation.**
- The hot water tank pressure relief valve must have a discharge line extending down to six (6) inches from the floor.**
- The flue pipe leading from the furnace and hot water tank must be sealed where they enter the chimney. Also, check to ensure that the flue pipes connecting to the furnace and hot water tank are installed correctly.**
- Every room used for living must have an adequate heat source. If the source is gas, it must be vented to the outside. If the source is electric, it must be permanently installed and controlled by a separate thermostat.**
- If the downspouts or gutters are damaged and/or missing, causing interior damage to the unit, they must be replaced or repaired. Any damage to the interior of the unit due to the missing or damaged downspouts or gutters must be repaired**
- The unit must be free from an accumulation of garbage or debris, both inside and outside.**
- The owner must provide “refusal disposal”. These facilities include trashcans with covers, garbage chutes, dumpsters with lids or trash bags approved by the Health and Sanitation Department.**

NOTICE REGARDING HQS INSPECTION **REQUIREMENTS**

Effective February 4, 2008, in accordance with local code, Housing Quality Standard (HQS) Inspections conducted by Erie Metropolitan Housing Authority representatives for the Housing Choice Voucher (HCV) Program shall require the placement of an operable smoke detector in every bedroom.

Operable smoke detectors continue to be required for each floor of the building.





Technical Bulletin #18-001
February 2018 / 2017 OFC

Carbon Monoxide Detectors in New and Existing Buildings

Referenced Codes and Standards: OAC § 1301:7-7-9(O); OFC §915
OAC § 1301:7-7-11(A)(1); OFC § 1101.1
OAC § 1301:7-7-11(C)(9); OFC § 1103.9
OAC § 4101:1-4-06(5)-(6); OBC § 406.5 and 406.6
NFPA 720 (2015)
UL 217 (2015)
UL 268 (2016)
UL 2034 (2008)
UL 2075 (2013)

The 2017 Ohio Fire Code (OFC) became effective on December 15, 2017. New language added at section 915, titled “Carbon Monoxide Detection,” affects carbon monoxide (CO) detection in **new buildings**. New language has also been added at section 1103.9 that affects carbon monoxide detection in **existing buildings**. This bulletin is intended to provide general guidance regarding these new requirements and to educate those affected by the new provisions as to when (and where) CO detection will be required.

I. NEW AND EXISTING BUILDINGS

New OFC provisions state that CO detection is now required in Group I-1, I-2, I-4, and R occupancies and in classrooms in Group E occupancies if certain conditions exist. (OFC 915.1.1.) The relevant conditions are discussed in Section II, below.

Although new OFC provisions are generally not applied to buildings that are already in existence when the code becomes effective (absent a distinct hazard), in some instances new provisions are applied retroactively. Such is the case here. The requirements for CO detection in the occupancy categories listed above **do** apply to both new and existing occupancies. Therefore, any of the relevant occupancies containing one of the four conditions discussed below that is in a **new building** must be built with the required CO detection. Likewise, any of the relevant occupancies containing one of the four conditions discussed below that is in an **existing building** must be equipped with the required CO detection. (OFC 1101.1.1, Exception 2; OFC 1103.9.)

If a new or existing building is required to have CO detection, detection must be provided by either a CO alarm or a CO detection system. (See **Section III**.) For **new buildings**, of course, the CO detection must be installed during the construction process and the CO detection must receive power from the building’s wiring if power is commercially available. If power is not commercially available in a new building, battery powered CO detection will be acceptable.

Existing buildings that are required to provide CO detection must provide the detection on or before January 1, 2019. (OFC 1103.9.) CO detection in existing buildings can be solely battery

operated regardless of whether or not commercial power is available for the building. This allowance for battery operation does not apply to new buildings unless commercial power is not available. This language was added for existing buildings to avoid any costly upgrade or retrofit of an already existing system.

II. CONDITIONS REQUIRING CO DETECTION

In determining whether CO detection is required, an interested party must first determine whether they have one of the relevant occupancies (I-1, I-2, I-4, R or Classroom in E). If yes, the next question becomes whether any sleeping unit, dwelling unit, or classroom has any of the following relevant conditions which now require CO detection.

1. First, CO detection is now required in any dwelling unit, sleeping unit, or classroom that contains a fuel burning appliance or a fuel-burning fireplace. (See OFC § 915.1.2.)
2. Second, CO detection is now required in any dwelling unit, sleeping unit or classroom that is served by a fuel-burning, forced-air furnace. (See OFC § 915.1.3.) However, an exception exists for any dwelling unit, sleeping unit, or classroom that is served by a fuel-burning, forced-air furnace where the first room or area served by each main duct leaving the furnace has CO detection AND the CO alarm signals are automatically transmitted to an approved location. Where the first room or area served has CO detection and the alarm automatically transmits, CO detection is NOT required in the dwelling unit, sleeping unit or classroom also served by that same fuel-burning, forced-air furnace. If, however, the first room or area served does not have CO detection or the alarm does not automatically transmit, CO detection IS required in any dwelling unit, sleeping unit or classroom also served by that same fuel-burning, forced-air furnace.
3. The third condition where CO detection is now required states that CO detection must be provided in any dwelling unit, sleeping unit or classroom that is located in a building that contains a fuel-burning appliance or fuel-burning fireplace. (See OFC § 915.1.4.) There are two exceptions to this general rule. The first exception states that if a building contains a fuel-burning appliance or fireplace, but there are no communicating openings between the appliance or fireplace and the dwelling unit, sleeping unit, or classroom, then the dwelling unit, sleeping unit, or classroom does not have to have CO detection. The second exception states that CO detection is not required in dwelling units, sleeping units, or classrooms that are in a building that contains a fuel-burning appliance or fuel-burning fireplace IF CO detection is provided in one of two locations: a) an approved location between the appliance or fireplace and the affected unit or room, or b) on the ceiling of the room containing the appliance or fireplace.
4. Finally, the fourth condition where CO detection is now required, states that CO detection must be provided in any dwelling unit, sleeping unit, or classroom that is located in a building with an attached private garage.¹ (See OFC § 915.1.5.) This requirement, however, also has exceptions. A dwelling unit, sleeping unit, or classroom that is located in a building with an attached private garage is not required to have CO detection if any of the following apply: a) there are no communicating openings between the private garage

¹ **Please note:** for the purposes of this rule “attached private garage” does NOT mean an open parking garage complying with section 406.5 of the Ohio Building Code or an enclosed parking garage complying with section 406.6 of the Ohio Building Code.

and the dwelling unit, sleeping unit or classroom; b) the dwelling unit, sleeping unit, or classroom is located more than one story above or below the private garage; c) the private garage connects to the building through an open-ended corridor; or d) CO detection is provided in an approved location between openings to the private garage and the dwelling unit, sleeping unit or classroom.

If any of the affected occupancies have any of the 4 conditions listed above, and none of the exceptions apply, CO detection is now required in the affected dwelling units, sleeping units and classrooms. Please see **Section IV. Locations**, for a discussion regarding where the detectors have to be placed.

III. TYPES OF DETECTION REQUIRED

If carbon monoxide detection is required, it must be provided by either a CO alarm or a CO detection system. (See OFC § 915.3.) The new code provisions set forth specific parameters that each must meet.

If CO alarms are utilized (see OFC § 915.4), the alarms must be listed in accordance with UL 2034 (2008) and must receive their primary power from the building wiring if the wiring is served from a commercial source. In the event of an interruption of primary power, the alarms must receive backup power from a battery. Wiring for the alarms must be permanent and cannot have a disconnecting switch other than what might be required for overcurrent protection.

If a building does not have commercial power (or if the building was an existing building before December 15, 2017), a battery powered CO alarm is acceptable.

Combination CO/smoke alarms are also an acceptable alternative to alarms that are solely CO alarms. Combination alarms must be listed in accordance with UL 2034 (2008) and UL 217 (2015). If the combination alarm is not so listed, it is not acceptable.

If CO detection systems are utilized (see OFC § 915.5), the systems must comply with NFPA 720 (2015) and must be listed in accordance with UL 2075 (2013). However, in the event of a conflict, CO detectors shall be installed in locations specified in this rule (as discussed below), rather than as set forth in NFPA 720 (2015).

Combination CO/smoke detectors are acceptable for installation in CO detection systems IF they are listed in accordance with UL 2075 (2013) and UL 268 (2016). If a combination alarm is not so listed, it is not acceptable.

IV. LOCATIONS WHERE CO DETECTION MUST BE INSTALLED

If CO detection is required, the new OFC provisions require the detection to be installed in specified locations, as follows:

Dwelling Units (See OFC § 915.2.1.)

If a dwelling unit is required to have CO detection, the detection has to be installed in the dwelling unit outside of each separate sleeping area in the immediate vicinity of the bedrooms.

If a fuel-burning appliance is located within a bedroom or its attached bathroom, the detection must be installed within the bedroom.

Sleeping Units (See OFC § 915.2.2.)

If a sleeping unit is required to have CO detection the detection must be installed in the sleeping unit.

The only exception to this provision is where the sleeping unit or its attached bathroom does not contain a fuel-burning appliance and is not served by a forced air furnace. If the sleeping unit or its attached bathroom does not contain a fuel-burning appliance and are not served by a forced air furnace the CO detection can be installed outside of each separate sleeping area in the immediate vicinity of the sleeping unit. If the sleeping unit or an attached bathroom does contain a fuel-burning appliance or is served by a forced air furnace, the CO detection will have to be located in the sleeping unit.

Classrooms in Group E (See OFC § 915.2.3.)

If a classroom is required to have CO detection, the detection must be installed in the classroom. Unless the occupant load is 30 or less, alarm signals must be automatically transmitted to an on-site location that is staffed by school personnel. If the occupant load is 30 or less, the signal does not have to automatically transmitted. If the occupant load is over 30, automatic transmission is required.

V. MAINTENANCE

CO alarms and CO detection systems must be maintained in accordance with NFPA 720 (2015). If an alarm or a detector becomes inoperable or begins producing end-of-life signals, it must be replaced. (See OFC § 915.6.)

This Technical Bulletin is intended only as an informational tool. Affected individuals and code enforcement officials should consult their legal advisor to determine specific requirements, their applicability, and courses of action that should be taken to ensure compliance with all applicable requirements and standards.

DETERMINING IF CO DETECTION IS REQUIRED

Question 1: Am I in a relevant occupancy (I-1, I-2, I-4, R occupancy or in a Classroom in an E occupancy)?

NO: CO detection requirements are not applicable

YES: Go to Question 2

Question 2: Is one of the following relevant conditions present?

- A dwelling unit, sleeping unit or classroom contains a fuel-burning appliance/fireplace
- A dwelling unit, sleeping unit or classroom is served by a fuel-burning forced air furnace
- A dwelling unit, sleeping unit or classroom is in a building that contains a fuel-burning appliance/fireplace
- A dwelling unit, sleeping unit or classroom is in a building that contains an attached private garage

NO: CO detection requirements are not applicable

YES: Go to Question 3

Question 3: Is there an applicable exception?

- For a unit or room that contains a fuel-burning appliance/fireplace:
 - There are no exceptions; CO is required
- For a unit or room that is served by a fuel-burning forced air furnace:
 - Does the first area served by each main duct have CO detection and is the detection automatically transmitted to an approved location?

NO: CO is required

YES: CO is not required

- For a unit or room that is in a building that contains a fuel-burning appliance/fireplace:
 - Are there any communicating openings between the unit or room and the appliance or fireplace?
 - NO: CO is not required
 - YES: CO is required
 - Is there CO detection in an approved location between the room or unit and the appliance or fireplace, OR is there CO detection on the ceiling of the room where the appliance or fireplace is located?

NO: CO is required

YES: CO is not required

- For a unit or room that is in a building that contains an attached private garage:

- Are there any communicating opening between the appliance/fireplace and the unit or room?

NO: CO not is required

YES: CO is required

- Is the unit or room more than one-story above or below the garage?

NO: CO is required

YES: CO is not required

- Is the garage connected to the building through an open-ended corridor?

NO: CO is required

YES: CO is not required

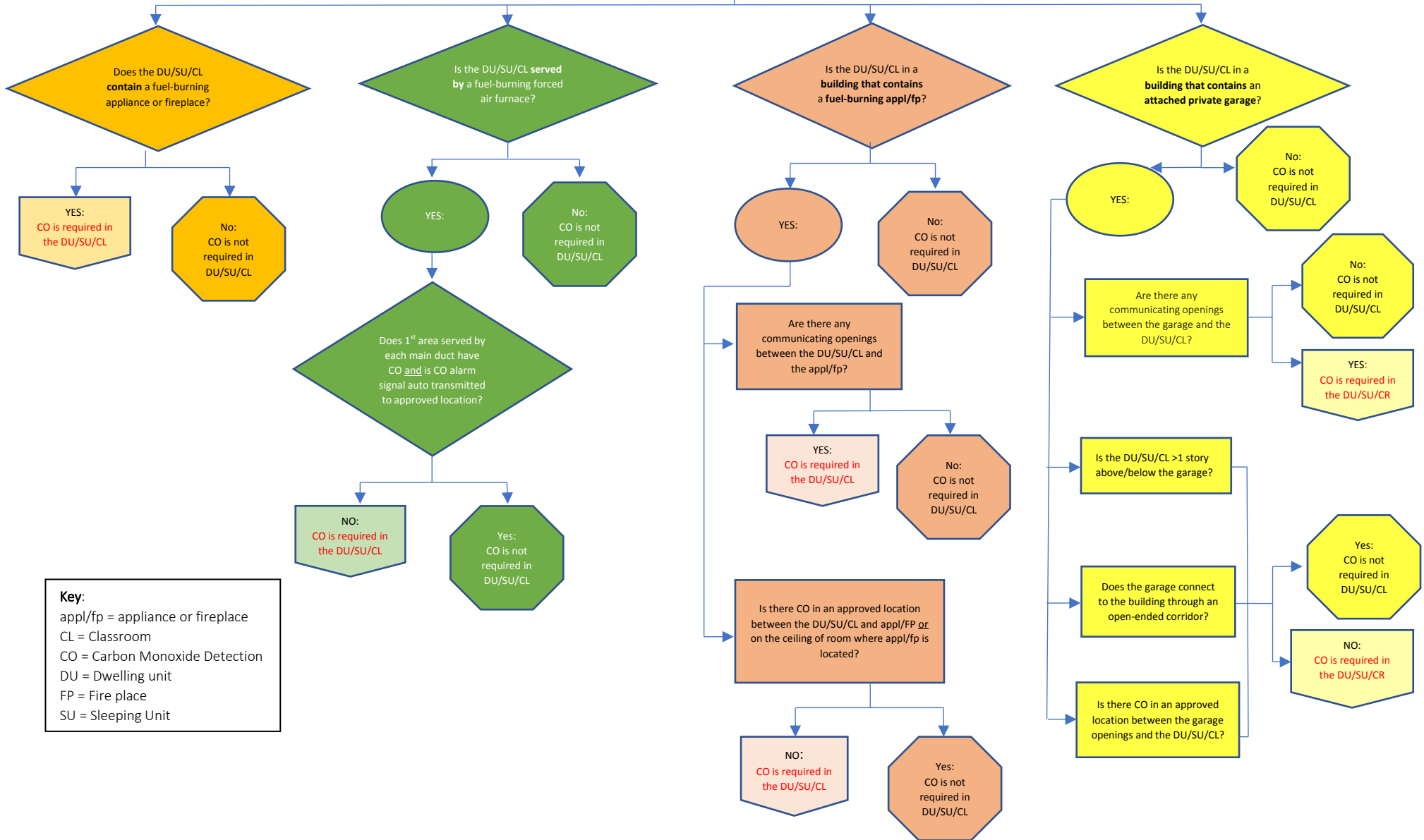
- Is there CO detection in an approved location between garage openings and the unit or room?

NO: CO is required

YES: CO is not required

REQUIRED CARBON MONOXIDE DETECTION UNDER 2017 OFC §§ 320, 1103.9

Is inspector in a relevant occupancy (I-1, I-2, I-4, R occupancy or in a classroom in an E occupancy)? **If yes**, CO will be required if any one or more of the following **four relevant conditions** is present and none of the exceptions apply



Key:
 appl/fp = appliance or fireplace
 CL = Classroom
 CO = Carbon Monoxide Detection
 DU = Dwelling unit
 FP = Fire place
 SU = Sleeping Unit

If CO is required, it shall be in the following locations as applicable:

Classrooms in E
* In classroom - signal must be automatically transmitted to on-site location
Except: if occupant load ≤ 30 CO does not have to be automatically transmitted

Sleeping Units
* In SU
Except: if no fuel-burning appliance in SU/attached bath and not served by forced air furnace – CO can be outside each separate sleeping area in immediate vicinity of SU

Dwelling Units
* In DU, outside each sleeping room, in immediate vicinity of bedroom
* In bedroom if fuel-burning appliance is within the bedroom / attached bath

New Building

- CO is required to be installed when the building is built
- CO must be connected to the building wiring if commercially available

Existing Building

- CO required to be installed on/before January 1, 2019
- CO may be solely battery operated

NOTE: This flow chart only outlines CO requirements pursuant to OFC sections 320 and 1103.9; CO may be required under other OFC provisions / when other conditions are present. In addition, even if CO is not required under these provisions, CO can be installed.

NOTE: Compliance with the above CO requirements does not ensure building safety; all applicable OFC/OBC rules must be complied with.

1301:7-7-09 Fire protection systems.

(O) Section 915 Carbon monoxide detection

(1) **915.1 General.** Carbon monoxide detection shall be installed in new buildings in accordance with *paragraphs (O)(1)(a)(915.1.1) to (O)(6)(915.6) of this rule*. Carbon monoxide detection shall be installed in existing buildings in accordance with *paragraph (C)(9)(1103.9) of rule 1301:7-7-11 of the Administrative Code*.

(a) **915.1.1 Where required.** Carbon monoxide detection shall be provided in Group I-1, I-2, I-4 and R occupancies and in classrooms in Group E occupancies in the locations specified in *paragraph (O)(2)(915.2) of this rule* where any of the conditions in *paragraphs (O)(1)(b)(915.1.2) to (O)(1)(f)(915.1.6) of this rule* exist.

(b) **915.1.2 Fuel-burning appliances and fuel-burning fireplaces.** Carbon monoxide detection shall be provided in dwelling units, sleeping units and classrooms that contain a fuel-burning appliance or a fuel-burning fireplace.

(c) **915.1.3 Forced-air furnaces.** Carbon monoxide detection shall be provided in dwelling units, sleeping units and classrooms served by a fuel-burning, forced-air furnace.

Exception: Carbon monoxide detection shall not be required in dwelling units, sleeping units and classrooms where carbon monoxide detection is provided in the first room or area served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.

(d) **915.1.4 Fuel-burning appliances outside of dwelling units, sleeping units and classrooms.** Carbon monoxide detection shall be provided in dwelling units, sleeping units and classrooms located in buildings that contain fuel burning appliance or fuel-burning fireplaces.

Exceptions:

1. Carbon monoxide detection shall not be required in dwelling units, sleeping units and classrooms where there are no

communicating openings between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit or classroom.

2. Carbon monoxide detection shall not be required in dwelling units, sleeping units and classrooms where carbon monoxide detection is provided in one of the following locations:

2.1. In an approved location between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit or classroom.

2.2. On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.

(e) **915.1.5 Private garages.** Carbon monoxide detection shall be provided in dwelling units, sleeping units and classrooms in buildings with attached private garages.

Exceptions:

1. Carbon monoxide detection shall not be required where there are no communicating openings between the private garage and the dwelling unit, sleeping unit or classroom.

2. Carbon monoxide detection shall not be required in dwelling units, sleeping units and classrooms located more than one story above or below a private garage.

3. Carbon monoxide detection shall not be required where the private garage connects to the building through an open-ended corridor.

4. Where carbon monoxide detection is provided in an approved location between openings to a private garage and dwelling units, sleeping units or classrooms, carbon monoxide detection shall not be required in the dwelling units, sleeping units or classrooms.

(f) **915.1.6 Exempt garages.** For determining compliance with *paragraph (O)(1)(e)(915.1.5) of this rule*, an open parking garage complying with

Section 406.5 of the *building code as listed in rule 1301:7-7-80 of the Administrative Code* or an enclosed parking garage complying with Section 406.6 of the *building code as listed in rule 1301:7-7-80 of the Administrative Code* shall not be considered a private garage.

(2) **915.2 Locations.** Where required by *paragraph (O)(1)(a)(915.1.1) of this rule*, carbon monoxide detection shall be installed in the locations specified in *paragraphs (O)(2)(a)(915.2.1) to (O)(2)(c)(915.2.3) of this rule*.

(a) **915.2.1 Dwelling units.** Carbon monoxide detection shall be installed in dwelling units outside of each separate sleeping area in the immediate vicinity of the bedrooms. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.

(b) **915.2.2 Sleeping units.** Carbon monoxide detection shall be installed in sleeping units.

Exception: Carbon monoxide detection shall be allowed to be installed outside of each separate sleeping area in the immediate vicinity of the sleeping unit where the sleeping unit or its attached bathroom does not contain a fuel burning appliance and is not served by a forced air furnace.

(c) **915.2.3 Group E occupancies.** Carbon monoxide detection shall be installed in classrooms in Group E occupancies. Carbon monoxide alarm signals shall be automatically transmitted to an on -site location that is staffed by school personnel.

Exception: Carbon monoxide alarm signals shall not be required to be automatically transmitted to an on -site location that is staffed by school personnel in Group E occupancies with an occupant load of 30 or less.

(3) **915.3 Detection equipment.** Carbon monoxide detection required by *paragraphs (O)(1)(915.1) to (O)(2)(c)(915.2.3) of this rule* shall be provided by carbon monoxide alarms complying with *paragraph (O)(4)(915.4) of this rule* or carbon monoxide

detection systems complying with *paragraph (O)(5)(915.5) of this rule*.

(4) **915.4 Carbon monoxide alarms.** Carbon monoxide alarms shall comply with *paragraphs (O)(4)(a)(915.4.1) to (O)(4)(c)(915.4.3) of this rule*.

(a) **915.4.1 Power source.** Carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection.

Exception: Where installed in buildings without commercial power, battery-powered carbon monoxide alarms shall be an acceptable alternative.

(b) **915.4.2 Listings.** Carbon monoxide alarms shall be listed in accordance with UL 2034 *as listed in rule 1301:7-7-80 of the Administrative Code*.

(c) **915.4.3 Combination alarms.** Combination carbon monoxide/smoke alarms shall be an acceptable alternative to carbon monoxide alarms. Combination carbon monoxide/smoke alarms shall be listed in accordance with UL 2034 and UL 217 *as listed in rule 1301:7-7-80 of the Administrative Code*.

(5) **915.5 Carbon monoxide detection systems.** Carbon monoxide detection systems shall be an acceptable alternative to carbon monoxide alarms and shall comply with *paragraphs (O)(5)(a)(915.5.1) to (O)(5)(c)(915.5.3) of this rule*.

(a) **915.5.1 General.** Carbon monoxide detection systems shall comply with NFPA 720 *as listed in rule 1301:7-7-80 of the Administrative Code*. Carbon monoxide detectors shall be listed in accordance with UL 2075 *as listed in rule 1301:7-7-80 of the Administrative Code*.

(b) **915.5.2 Locations.** Carbon monoxide detectors shall be installed in the locations specified in *paragraph (O)(2)(915.2) of this rule*. These locations supersede the locations specified

in NFPA 720 as listed in rule 1301:7-7-80 of the Administrative Code.

(c) **915.5.3 Combination detectors.** Combination carbon monoxide/smoke detectors installed in carbon monoxide detection systems shall be an acceptable alternative to carbon monoxide detectors, provided they are listed in accordance with UL 2075 and UL 268 as listed in rule 1301:7-7-80 of the Administrative Code.

(6) **915.6 Maintenance.** Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720 as listed in rule 1301:7-7-80 of the Administrative Code. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

1301:7-7-11 Construction requirements for existing buildings.

(A) Section 1101 General

(1) **1101.1 Scope.** The provisions of this rule shall apply to existing buildings constructed prior to the adoption of this code in accordance with paragraph (B)(1)(c)(102.1) of rule 1301:7-7-01 of the Administrative Code. The provisions of this rule shall not apply to existing buildings unless the conditions at the building constitute a distinct hazard to life or property in the opinion of the fire code official in accordance with paragraph (B)(1)(c)(102.1) of rule 1301:7-7-01 of the Administrative Code.

Exceptions:

1. The provisions of paragraph (D)(1104) of this rule shall apply to all existing buildings.

2. The provisions of paragraph (C)(9)(1103.9) of this rule shall apply to all existing occupancies identified in paragraph (C)(9)(1103.9) of this rule.

(C) Section 1103 Fire safety requirements for existing buildings.

(9) **1103.9 Carbon monoxide alarms.** On or before January 1, 2019, existing Group I-1, I-2, I-4, R and E occupancies shall be equipped with carbon monoxide alarms in accordance with paragraph (O)(915) of rule 1301:7-7-09 of the Administrative Code, except that the carbon monoxide alarms shall be allowed to be solely battery operated.

Inspection Checklist

Housing Choice Voucher Program

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

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

Public reporting burden for this collection of information is estimated to average 0.50 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 determine if a unit meets the housing quality standards of the section 8 rental assistance 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 the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance 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 participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>		Date of Last Inspection	
A. General Information			
Inspected Unit		Year Constructed (yyyy)	Housing Type (check all appropriate)
Full Address (Street, City, State, Zip)			<input type="checkbox"/> Single Family Detached
			<input type="checkbox"/> Duplex or Two Family
			<input type="checkbox"/> Row House or Townhouse
			<input type="checkbox"/> Single Room Occupancy Garden Apartment
			<input type="checkbox"/> High Rise; 5 or More Stories
			<input type="checkbox"/> Manufactured Home
			<input type="checkbox"/> Congregate
			<input type="checkbox"/> Cooperative
			<input type="checkbox"/> Independent Group Residence
			<input type="checkbox"/> Single Room Occupancy
			<input type="checkbox"/> Shared Housing
			<input type="checkbox"/> Other
Owner		Phone Number	
Name of Owner or Agent Authorized to Sign			
Address of Owner or Agent			

EXPIRED

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/> Fail			
<input type="checkbox"/> Inconclusive			

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)	
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.9	Lead-Based Paint				Not Applicable		
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.10	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.9	Lead-Based Paint				Not Applicable		
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.10	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5. All Secondary Rooms (Rooms not used for living)							
5.1	None Go to Part 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5.2	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5.4	Other Potentially Hazardous Features in these Rooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes No
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave
6. Is there anything else you want to tell us? (specify) Yes No



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

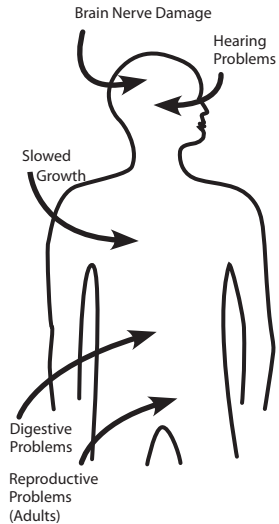
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

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

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

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

Reducing Lead Hazards, continued

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

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

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

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA)

Regional Offices

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

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

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

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

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

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

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

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

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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IMPORTANT!

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

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



Blood Lead Testing Requirements

For Ohio Children less than 6 Years of Age



Ohio Department of Health

Ohio Healthy Homes and Lead Poisoning Prevention Program • www.odh.ohio.gov

There is no safe level of lead in the blood.

- All capillary (finger/heel stick) test results $\geq 5 \mu\text{g/dL}$ must be confirmed by venous draw. Point of care instruments such as the LeadCare® II cannot be used to confirm an elevated blood lead level, even if the sample is collected by venipuncture.
- Any confirmed level of lead in the blood is a reliable indicator that the child has been exposed to lead. All blood lead test results, by law, are required to be reported to ODH by the analyzing laboratory.
- The Ohio Healthy Homes and Lead Poisoning Prevention Program will respond accordingly to all blood lead levels of $5 \mu\text{g/dL}$ or greater.

<ul style="list-style-type: none"> • If the family answers “Yes” or “Do not know” to ANY of the questions below then TEST – IT’S OHIO LAW! <ul style="list-style-type: none"> ○ TEST! at ages 1 and 2 years. ○ TEST! between ages 3 and 6 years if the child has no test history. • If the family answers “No” to all questions, provide prevention guidance and follow up at the next visit. 	Yes	Do not know	No
1. Is the child on Medicaid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the child live in a high zip code? (See list on back of this form.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the child live in or regularly visit a home, child care facility or school built before 1950?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the child live in or regularly visit a home, child care facility or school built before 1978 that has deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the child live in or regularly visit a home built before 1978 with recent ongoing or planned renovation/remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the child have a sibling or playmate that has or did have lead poisoning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Does the child frequently come in contact with an adult who has a hobby or works with lead? Examples are construction, welding, pottery, painting and casting ammunition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the child live near an active or former lead smelter, battery recycling plant or other industry known to generate airborne lead dust?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Ohio High Risk Zip Codes Requiring Blood Lead Testing

For Ohio Children less than 6 Years of Age

Ohio Healthy Homes and Lead Poisoning Prevention Program

There is no safe level of lead in the blood.

Adams	45011	44107	43210	45217	43550	44851	45371	43779	45356	44485
(None)	45012	44108	43211	45218	Highland	44889	45373	Ottawa	45365	44486
	45013	44109	43212	45219	(None)	Lucas	Monroe	43408	Stark	44488
Allen	45014	44110	43213	45220	Hocking	43601	43716	Paulding	44601	44504
45801	45015	44111	43214	45221	43155	43603	43747	(None)	44640	44505
45802	45042	44112	43215	45222	45764	43604	43754	Perry	44646	Tuscarawas
45804	45044	44113	43216	45223	Holmes	43605	43793	43731	44647	43840
45805	45062	44114	43217	45224	44627	43606	Montgomery	43764	44701	44621
45806	45241	44115	43219	45225	44842	43607	45066	43777	44702	44663
45808	45246	44116	43220	45226	Huron	43608	45325	45732	44703	44675
45854		44117	43221	45227	44851	43609	45342	43113	44704	44683
45887	Carroll	44118	43222	45229	44865	43610	45401	Pickaway	44705	Union
	43903	44119	43223	45230	44889	43611	45402	43113	44706	(None)
Ashland	43908	44120	43224	45231	Jackson	43612	45403	Pike	44707	Van Wert
44805	43988	44121	43226	45232	(None)	43613	45404	(None)	44708	45874
44842	44675	44122	43227	45233	Jefferson	43614	45405	Portage	44709	45882
44851	Champaign	44123	43228	45234	43901	43615	45406	44266	44710	45887
Ashtabula	43078	44124	43229	45235	43903	43616	45409	44288	44711	45891
44004	Clark	44125	43230	45236	43908	43617	45410	44411	44712	45894
44005	45324	44127	43231	45237	43917	43618	45411	44449	44720	Vinton
44030	45387	44128	43232	45238	43938	43619	45412	Preble	44721	45766
44041	45501	44130	43233	45239	43939	43620	45413	45003	44730	Warren
44047	45502	44131	43234	45240	43943	43621	45414	45311	Summit	45044
44082	45502	44132	43235	45241	43944	43622	45415	45320	44203	45066
44088	45503	44133	Fulton	45242	43948	43623	45416	45321	44221	45249
	45504	44134	(None)	45243	43952	43624	45417	45322	44222	45458
Athens	45505	44135	Gallia	45244	43953	43625	45418	45323	44223	Washington
45701	45506	44137	45614	45245	43963	43626	45419	45324	44301	43787
45711		44144	45631	45246	43964	43627	45420	45325	44302	45750
45716	Clermont	44146	Geauga	45247	43971	43628	45421	45326	44303	45786
45732	45130	44147	44021	45248	43998	43629	45422	45327	Putnam	Wayne
45740	45244	44149	Greene	45249	43999	43630	45423	45328	43516	44230
45761	45245	44197	45250	45250	43944	43631	45424	45329	Richland	44627
45764	45255	Darke	45251	45251	43948	43632	45425	45330	44827	44667
45766		45303	45252	45252	43952	43633	45426	45331	44833	44691
45780	45177	45331	45253	45253	43953	43634	45427	45332	44834	Williams
45782	Columbiana	45347	45254	45254	43963	43635	45428	45333	44835	44310
	43920	45382	45255	45255	43964	43636	45429	45334	44836	44311
Auglaize	43968	45390	45256	45256	43971	43637	45430	45335	44837	44312
45806	44431	45424	Hancock	44802	43971	43638	45431	45336	44838	44313
45887	44432	45432	44802	44802	43971	43639	45432	45337	44839	44314
45895	44432	45433	44803	44803	43971	43640	45433	45338	44840	44315
	44601	45434	44804	44804	43971	43641	45434	45339	44841	44316
Belmont	44609	45440	44805	44805	43971	43642	45435	45340	44842	44317
43716		43015	44806	44806	43971	43643	45436	45341	44843	44318
43718	Coshocton	Erie	44807	44807	43971	43644	45437	45342	44844	44319
43719	43812	44870	44871	44871	43971	43645	45438	45343	44845	44320
43747	Crawford	44871	44872	44872	43971	43646	45439	45344	44846	44321
43901	44818	44889	44889	44889	43971	43647	45440	45345	44847	44322
43906	44820	Hamilton	44890	44890	43971	43648	45441	45346	44848	44323
43909	44825	45052	44891	44891	43971	43649	45442	45347	44849	44324
43912	44827	45201	44892	44892	43971	43650	45443	45348	44850	44325
43917	44833	45202	44893	44893	43971	43651	45444	45349	44851	44326
43934	44833	45203	44894	44894	43971	43652	45445	45350	44852	44327
43934	44854	45204	44895	44895	43971	43653	45446	45351	44853	44328
43935	44865	45205	44896	44896	43971	43654	45447	45352	44854	44329
43943	44865	45206	44897	44897	43971	43655	45448	45353	44855	44330
43943	44875	45207	44898	44898	43971	43656	45449	45354	44856	44331
43947	44887	45208	44899	44899	43971	43657	45450	45355	44857	44332
43971		45209	44900	44900	43971	43658	45451	45356	44858	44333
43977	Cuyahoga	45210	44901	44901	43971	43659	45452	45357	44859	44334
	44070	45211	44902	44902	43971	43660	45453	45358	44860	44335
Brown	44101	45212	44903	44903	43971	43661	45454	45359	44861	44336
45130	44102	45213	44904	44904	43971	43662	45455	45360	44862	44337
45167	44103	45214	44905	44905	43971	43663	45456	45361	44863	44338
	44104	45215	44906	44906	43971	43664	45457	45362	44864	44339
Butler	44105	45216	44907	44907	43971	43665	45458	45363	44865	44340
45003	44106	45217	44908	44908	43971	43666	45459	45364	44866	44341
45004		45218	44909	44909	43971	43667	45460	45365	44867	44342
		45219	44910	44910	43971	43668	45461	45366	44868	44343
		45220	44911	44911	43971	43669	45462	45367	44869	44344
		45221	44912	44912	43971	43670	45463	45368	44870	44345
		45222	44913	44913	43971	43671	45464	45369	44871	44346
		45223	44914	44914	43971	43672	45465	45370	44872	44347
		45224	44915	44915	43971	43673	45466	45371	44873	44348
		45225	44916	44916	43971	43674	45467	45372	44874	44349
		45226	44917	44917	43971	43675	45468	45373	44875	44350
		45227	44918	44918	43971	43676	45469	45374	44876	44351
		45228	44919	44919	43971	43677	45470	45375	44877	44352
		45229	44920	44920	43971	43678	45471	45376	44878	44353
		45230	44921	44921	43971	43679	45472	45377	44879	44354
		45231	44922	44922	43971	43680	45473	45378	44880	44355
		45232	44923	44923	43971	43681	45474	45379	44881	44356
		45233	44924	44924	43971	43682	45475	45380	44882	44357
		45234	44925	44925	43971	43683	45476	45381	44883	44358
		45235	44926	44926	43971	43684	45477	45382	44884	44359
		45236	44927	44927	43971	43685	45478	45383	44885	44360
		45237	44928	44928	43971	43686	45479	45384	44886	44361
		45238	44929	44929	43971	43687	45480	45385	44887	44362
		45239	44930	44930	43971	43688	45481	45386	44888	44363
		45240	44931	44931	43971	43689	45482	45387	44889	44364
		45241	44932	44932	43971	43690	45483	45388	44890	44365
		45242	44933	44933	43971	43691	45484	45389	44891	44366
		45243	44934	44934	43971	43692	45485	45390	44892	44367
		45244	44935	44935	43971	43693	45486	45391	44893	44368
		45245	44936	44936	43971	43694	45487	45392	44894	44369
		45246	44937	44937	43971	43695	45488	45393	44895	44370
		45247	44938	44938	43971	43696	45489	45394	44896	44371
		45248	44939	44939	43971	43697	45490	45395	44897	44372
		45249	44940	44940	43971	43698	45491	45396	44898	44373
		45250	44941	44941	43971	43699	45492	45397	44899	44374
		45251	44942	44942	43971	43700	45493	45398	44900	44375
		45252	44943	44943	43971	43701	45494	45399	44901	44376
		45253	44944	44944	43971	43702	45495	45400	44902	44377
		45254	44945	44945	43971	43703	45496	45401	44903	44378
		45255	44946	44946	43971	43704	45497	45402	44904	44379
		45256	44947	44947	43971	43705	45498	45403	44905	44380
		45257	44948	44948	43971	43706	45499	45404	44906	44381
		45258	44949	44949	43971	43707	45500	45405	44907	44382
		45259	44950	44950	43971	43708	45501	45406	44908	44383
		45260	44951	44951	43971	43709	45502	45407	44909	44384
		45261	44952	44952	43971	43710	45503	45408	44910	44385
		45262	44953	44953	43971	43711				

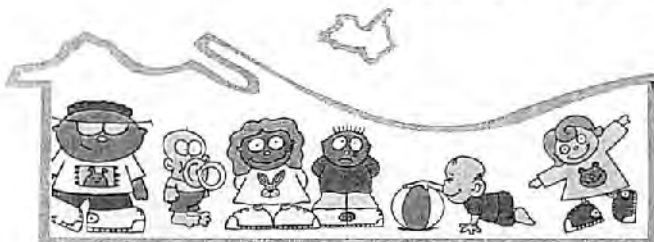
LEAD *Free* **Testing for Children in Erie County**

Lead is a toxic metal used in a variety of products and materials. When lead is absorbed into the body, it can cause damage to the brain and other vital organs, like the kidneys, nerves, and blood. Lead poisoning can cause headaches, stomachaches, nausea, tiredness and irritability. Lead can also harm children without causing any obvious symptoms.

**Children between the ages of
0 months to 6 years old
can receive a free lead test
at the
Erie County Health Department or
one of the Public Health Outreach Clinics
located at various township or village halls
throughout Erie County.**

**Call
419-626-5623 Ext 174
for more information**

**Or visit our website at
www.eriecohealthohio.org**



ERIE METROPOLITAN HOUSING AUTHORITY
40% INCOME CAP

TENANT NAME: _____

OWNER NAME: _____

CALCULATE GROSS RENT:

CONTRACT RENT+ _____

UTILITY ALLOWANCE= _____

GROSS RENT _____

CALCULATE TENANT INCOME:

ANNUAL INCOME: _____

SUBTRACT ALLOWABLE DEDUCTIONS: _____

= ADJUSTED ANNUAL INCOME: _____

40% OF ADJUSTED INCOME= _____ DIVIDE BY 12= _____

30% OF ADJUSTED INCOME= _____ DIVIDE BY 12= _____

40% _____ -30% _____ = _____

ADD THE DIFFERENCE BETWEEN THE 40%-30% CALCULATION TO THE PROPER PAYMENT STANDARD:

DIFFERENCE IN ADJUSTED INCOMES: _____

ADD PAYMENTS STANDARD: _____

= RENTAL CAP AMOUNT: _____

RENTAL CAP AMOUNT: _____

SUBTRACT UTILITY ALLOWANCE: _____

TOTAL _____

NOTE: GROSS RENT MAY NOT EXCEED PAYMENT STANDARD

I understand that if the new rent amount is below the amount requested by the owner and the owner is not willing to accept a reduced amount, I must continue to find another unit. By the above calculations I may pay upwards to 40% of my adjusted income towards the rental amount. I also understand that if the owner requests an increase in rent and is approved for the increase, the difference in the initial rent amount and the increase could be my responsibility.

Participant Signature

Date

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S. Department of Housing and
Urban Development

Office of Public and Indian Housing

OMB Approval

No. 25577-0169

exp.7/31/2022

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

Date (mm/dd/yyyy):

Locality:

Erie Metropolitan Housing Authority, OH

Unit Type: **High-Rise/Garden/Apartment**

Utility or Service: **Inside City Limits**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$10.00	\$12.00	\$14.00	\$16.00	\$17.00	\$19.00
b. Bottle Gas/Propane	\$69.00	\$82.00	\$95.00	\$110.00	\$120.00	\$133.00
c. Electric	\$20.00	\$24.00	\$32.00	\$40.00	\$49.00	\$57.00
d. Oil	\$45.00	\$53.00	\$62.00	\$70.00	\$79.00	\$88.00

Cooking

a. Natural Gas	\$1.00	\$1.00	\$2.00	\$2.00	\$3.00	\$4.00
b. Bottle Gas/Propane	\$8.00	\$8.00	\$13.00	\$18.00	\$23.00	\$26.00
c. Electric	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$16.00

Other Electric & Cooling

Other Electric (Lights & Appliances)	\$18.00	\$22.00	\$30.00	\$39.00	\$47.00	\$55.00
Air Conditioning	\$4.00	\$5.00	\$7.00	\$9.00	\$11.00	\$13.00

Water Heating

a. Natural Gas	\$3.00	\$3.00	\$5.00	\$6.00	\$8.00	\$9.00
b. Bottle Gas/Propane	\$21.00	\$23.00	\$33.00	\$41.00	\$54.00	\$61.00
c. Electric	\$13.00	\$15.00	\$19.00	\$23.00	\$27.00	\$31.00
d. Oil	\$13.00	\$15.00	\$21.00	\$28.00	\$34.00	\$41.00

Water, Sewer, Trash Collection

Water (<i>City of Sandusky</i>)	\$21.00	\$21.00	\$28.00	\$35.00	\$42.00	\$49.00
Sewer (<i>City of Sandusky</i>)	\$52.00	\$54.00	\$71.00	\$89.00	\$106.00	\$123.00
Trash Collection (<i>Republic</i>)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$5.629	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Natural Gas Charge \$31.75	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Total	\$ 0.00



Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

U.S. Department of Housing and

Urban Development

Office of Public and Indian Housing

OMB Approval

No. 25577-0169

exp.7/31/2022

Date (mm/dd/yyyy):

Locality: **Erie Metropolitan Housing Authority, OH** Unit Type: **Row House/Townhouse/Semi-Detached/Duplex**

Utility or Service: **Inside City Limits**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
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Monthly Dollar Allowances

Heating

a. Natural Gas	\$13.00	\$15.00	\$17.00	\$19.00	\$22.00	\$24.00
b. Bottle Gas/Propane	\$87.00	\$102.00	\$120.00	\$133.00	\$151.00	\$169.00
c. Electric	\$29.00	\$34.00	\$44.00	\$55.00	\$65.00	\$75.00
d. Oil	\$58.00	\$68.00	\$79.00	\$88.00	\$98.00	\$109.00

Cooking

a. Natural Gas	\$1.00	\$1.00	\$2.00	\$2.00	\$3.00	\$4.00
b. Bottle Gas/Propane	\$8.00	\$8.00	\$13.00	\$18.00	\$23.00	\$26.00
c. Electric	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$16.00

Other Electric & Cooling

Other Electric (Lights & Appliances)	\$23.00	\$27.00	\$38.00	\$49.00	\$59.00	\$70.00
Air Conditioning	\$4.00	\$5.00	\$9.00	\$12.00	\$16.00	\$20.00

Water Heating

a. Natural Gas	\$4.00	\$4.00	\$6.00	\$8.00	\$9.00	\$11.00
b. Bottle Gas/Propane	\$26.00	\$28.00	\$38.00	\$54.00	\$64.00	\$79.00
c. Electric	\$16.00	\$19.00	\$24.00	\$29.00	\$34.00	\$39.00
d. Oil	\$15.00	\$19.00	\$26.00	\$34.00	\$43.00	\$51.00

Water, Sewer, Trash Collection

Water (<i>City of Sandusky</i>)	\$21.00	\$21.00	\$28.00	\$35.00	\$42.00	\$49.00
Sewer (<i>City of Sandusky</i>)	\$52.00	\$54.00	\$71.00	\$89.00	\$106.00	\$123.00
Trash Collection (<i>Republic</i>)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$5.629	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Natural Gas Charge \$31.75	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00

Actual Family Allowances	Utility or Service	per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented.	Heating	\$
	Cooking	\$
Name of Family	Other Electric	\$
	Air Conditioning	\$
	Water Heating	\$
	Water	\$
Address of Unit	Sewer	\$
	Trash Collection	\$
	Range / Microwave	\$
	Refrigerator	\$
Number of Bedrooms	Other	\$
	Total	\$ 0.00



Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval

No. 25577-0169

exp.7/31/2022

Date (mm/dd/yyyy):

Locality: **Erie Metropolitan Housing Authority, OH**

Unit Type: **Single-Family (Detached House)**

Utility or Service: Inside City Limits	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
	Monthly Dollar Allowances					

Heating

a. Natural Gas	\$14.00	\$17.00	\$19.00	\$22.00	\$25.00	\$28.00
b. Bottle Gas/Propane	\$97.00	\$115.00	\$133.00	\$154.00	\$174.00	\$192.00
c. Electric	\$47.00	\$55.00	\$65.00	\$74.00	\$83.00	\$93.00
d. Oil	\$64.00	\$77.00	\$88.00	\$100.00	\$113.00	\$126.00

Cooking

a. Natural Gas	\$1.00	\$1.00	\$2.00	\$2.00	\$3.00	\$4.00
b. Bottle Gas/Propane	\$8.00	\$8.00	\$13.00	\$18.00	\$23.00	\$26.00
c. Electric	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$16.00

Other Electric & Cooling

Other Electric (Lights & Appliances)	\$27.00	\$32.00	\$44.00	\$57.00	\$69.00	\$81.00
Air Conditioning	\$3.00	\$4.00	\$9.00	\$14.00	\$19.00	\$24.00

Water Heating

a. Natural Gas	\$4.00	\$4.00	\$6.00	\$8.00	\$9.00	\$11.00
b. Bottle Gas/Propane	\$26.00	\$28.00	\$38.00	\$54.00	\$64.00	\$79.00
c. Electric	\$16.00	\$19.00	\$24.00	\$29.00	\$34.00	\$39.00
d. Oil	\$15.00	\$19.00	\$26.00	\$34.00	\$43.00	\$51.00

Water, Sewer, Trash Collection

Water (<i>City of Sandusky</i>)	\$21.00	\$21.00	\$28.00	\$35.00	\$42.00	\$49.00
Sewer (<i>City of Sandusky</i>)	\$52.00	\$54.00	\$71.00	\$89.00	\$106.00	\$123.00
Trash Collection (<i>Republic</i>)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$5.629	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Natural Gas Charge \$31.75	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00

Actual Family Allowances	Utility or Service	per month cost	
	To be used by the family to compute allowance. Complete below for the actual unit rented.	Heating	\$
Cooking		\$	
Name of Family		Other Electric	\$
Address of Unit		Air Conditioning	\$
		Water Heating	\$
		Water	\$
		Sewer	\$
Number of Bedrooms		Trash Collection	\$
		Range / Microwave	\$
		Refrigerator	\$
	Other	\$	
	Total	\$ 0.00	



Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval

No. 25577-0169

exp.7/31/2022

Date (mm/dd/yyyy):

Locality: **Erie Metropolitan Housing Authority, OH** Unit Type: **Mobile/Manufactured Home**

Utility or Service: Inside City Limits	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances						

Heating

a. Natural Gas		\$14.00	\$17.00	\$19.00	\$21.00	
b. Bottle Gas/Propane		\$97.00	\$115.00	\$131.00	\$149.00	
c. Electric		\$58.00	\$60.00	\$62.00	\$64.00	
d. Oil		\$64.00	\$75.00	\$85.00	\$96.00	

Cooking

a. Natural Gas		\$1.00	\$2.00	\$2.00	\$3.00	
b. Bottle Gas/Propane		\$8.00	\$13.00	\$18.00	\$23.00	
c. Electric		\$6.00	\$8.00	\$11.00	\$13.00	

Other Electric & Cooling

Other Electric (Lights & Appliances)		\$32.00	\$44.00	\$57.00	\$69.00	
Air Conditioning		\$5.00	\$8.00	\$12.00	\$15.00	

Water Heating

a. Natural Gas		\$4.00	\$6.00	\$8.00	\$9.00	
b. Bottle Gas/Propane		\$28.00	\$38.00	\$54.00	\$64.00	
c. Electric		\$19.00	\$24.00	\$29.00	\$34.00	
d. Oil		\$19.00	\$26.00	\$34.00	\$43.00	

Water, Sewer, Trash Collection

Water (<i>City of Sandusky</i>)		\$21.00	\$28.00	\$35.00	\$42.00	
Sewer (<i>City of Sandusky</i>)		\$54.00	\$71.00	\$89.00	\$106.00	
Trash Collection (<i>Republic</i>)		\$19.00	\$19.00	\$19.00	\$19.00	

Tenant-supplied Appliances

Range / Microwave Tenant-supplied		\$11.00	\$11.00	\$11.00	\$11.00	
Refrigerator Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	

Other--specify: Monthly Charges

Electric Charge \$5.629		\$6.00	\$6.00	\$6.00	\$6.00	
Natural Gas Charge \$31.75		\$32.00	\$32.00	\$32.00	\$32.00	

Actual Family Allowances		Utility or Service	per month cost
To be used by the family to compute allowance. <i>Complete below for the actual unit rented.</i>		Heating	\$
		Cooking	\$
Name of Family		Other Electric	\$
		Air Conditioning	\$
		Water Heating	\$
		Water	\$
		Sewer	\$
Address of Unit		Trash Collection	\$
		Range / Microwave	\$
		Refrigerator	\$
Number of Bedrooms		Other	\$
		Total	\$ 0.00



Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S. Department of Housing and
Urban Development

Office of Public and Indian Housing

OMB Approval

No. 25577-0169

exp.7/31/2022

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

Date (mm/dd/yyyy):

Locality:

Erie Metropolitan Housing Authority, OH

Unit Type: **High-Rise/Garden/Apartment**

Utility or Service: **Outside City Limits**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas	\$10.00	\$12.00	\$14.00	\$16.00	\$17.00	\$19.00
b. Bottle Gas/Propane	\$69.00	\$82.00	\$95.00	\$110.00	\$120.00	\$133.00
c. Electric	\$20.00	\$24.00	\$32.00	\$40.00	\$49.00	\$57.00
d. Oil	\$45.00	\$53.00	\$62.00	\$70.00	\$79.00	\$88.00

Cooking

a. Natural Gas	\$1.00	\$1.00	\$2.00	\$2.00	\$3.00	\$4.00
b. Bottle Gas/Propane	\$8.00	\$8.00	\$13.00	\$18.00	\$23.00	\$26.00
c. Electric	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$16.00

Other Electric & Cooling

Other Electric (Lights & Appliances)	\$18.00	\$22.00	\$30.00	\$39.00	\$47.00	\$55.00
Air Conditioning	\$4.00	\$5.00	\$7.00	\$9.00	\$11.00	\$13.00

Water Heating

a. Natural Gas	\$3.00	\$3.00	\$5.00	\$6.00	\$8.00	\$9.00
b. Bottle Gas/Propane	\$21.00	\$23.00	\$33.00	\$41.00	\$54.00	\$61.00
c. Electric	\$13.00	\$15.00	\$19.00	\$23.00	\$27.00	\$31.00
d. Oil	\$13.00	\$15.00	\$21.00	\$28.00	\$34.00	\$41.00

Water, Sewer, Trash Collection

Water (<i>Erie County</i>)	\$28.00	\$29.00	\$38.00	\$47.00	\$55.00	\$64.00
Sewer (<i>Erie County</i>)	\$33.00	\$34.00	\$45.00	\$57.00	\$69.00	\$80.00
Trash Collection (<i>Republic</i>)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$5.629	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Natural Gas Charge \$31.75	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Total	\$ 0.00



Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

U.S. Department of Housing and

Urban Development

Office of Public and Indian Housing

OMB Approval

No. 25577-0169

exp.7/31/2022

Date (mm/dd/yyyy):

Locality: **Erie Metropolitan Housing Authority, OH** Unit Type: **Row House/Townhouse/Semi-Detached/Duplex**

Utility or Service: **Outside City Limits** Monthly Dollar Allowances

Heating

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
a. Natural Gas	\$13.00	\$15.00	\$17.00	\$19.00	\$22.00	\$24.00
b. Bottle Gas/Propane	\$87.00	\$102.00	\$120.00	\$133.00	\$151.00	\$169.00
c. Electric	\$29.00	\$34.00	\$44.00	\$55.00	\$65.00	\$75.00
d. Oil	\$58.00	\$68.00	\$79.00	\$88.00	\$98.00	\$109.00

Cooking

a. Natural Gas	\$1.00	\$1.00	\$2.00	\$2.00	\$3.00	\$4.00
b. Bottle Gas/Propane	\$8.00	\$8.00	\$13.00	\$18.00	\$23.00	\$26.00
c. Electric	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$16.00

Other Electric & Cooling

Other Electric (Lights & Appliances)	\$23.00	\$27.00	\$38.00	\$49.00	\$59.00	\$70.00
Air Conditioning	\$4.00	\$5.00	\$9.00	\$12.00	\$16.00	\$20.00

Water Heating

a. Natural Gas	\$4.00	\$4.00	\$6.00	\$8.00	\$9.00	\$11.00
b. Bottle Gas/Propane	\$26.00	\$28.00	\$38.00	\$54.00	\$64.00	\$79.00
c. Electric	\$16.00	\$19.00	\$24.00	\$29.00	\$34.00	\$39.00
d. Oil	\$15.00	\$19.00	\$26.00	\$34.00	\$43.00	\$51.00

Water, Sewer, Trash Collection

Water (Erie County)	\$28.00	\$29.00	\$38.00	\$47.00	\$55.00	\$64.00
Sewer (Erie County)	\$33.00	\$34.00	\$45.00	\$57.00	\$69.00	\$80.00
Trash Collection (Republic)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$5.629	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Natural Gas Charge \$31.75	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.	Utility or Service	per month cost
	Name of Family	Heating
Address of Unit	Cooking	\$
	Other Electric	\$
	Air Conditioning	\$
	Water Heating	\$
	Water	\$
	Sewer	\$
	Trash Collection	\$
Number of Bedrooms	Range / Microwave	\$
	Refrigerator	\$
	Other	\$
	Total	\$ 0.00



Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval

No. 25577-0169

exp.7/31/2022

Date (mm/dd/yyyy):

Locality: **Erie Metropolitan Housing Authority, OH**

Unit Type: **Single-Family (Detached House)**

Utility or Service: Outside City Limits	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
	Monthly Dollar Allowances					

Heating

a. Natural Gas	\$14.00	\$17.00	\$19.00	\$22.00	\$25.00	\$28.00
b. Bottle Gas/Propane	\$97.00	\$115.00	\$133.00	\$154.00	\$174.00	\$192.00
c. Electric	\$47.00	\$55.00	\$65.00	\$74.00	\$83.00	\$93.00
d. Oil	\$64.00	\$77.00	\$88.00	\$100.00	\$113.00	\$126.00

Cooking

a. Natural Gas	\$1.00	\$1.00	\$2.00	\$2.00	\$3.00	\$4.00
b. Bottle Gas/Propane	\$8.00	\$8.00	\$13.00	\$18.00	\$23.00	\$26.00
c. Electric	\$5.00	\$6.00	\$8.00	\$11.00	\$13.00	\$16.00

Other Electric & Cooling

Other Electric (Lights & Appliances)	\$27.00	\$32.00	\$44.00	\$57.00	\$69.00	\$81.00
Air Conditioning	\$3.00	\$4.00	\$9.00	\$14.00	\$19.00	\$24.00

Water Heating

a. Natural Gas	\$4.00	\$4.00	\$6.00	\$8.00	\$9.00	\$11.00
b. Bottle Gas/Propane	\$26.00	\$28.00	\$38.00	\$54.00	\$64.00	\$79.00
c. Electric	\$16.00	\$19.00	\$24.00	\$29.00	\$34.00	\$39.00
d. Oil	\$15.00	\$19.00	\$26.00	\$34.00	\$43.00	\$51.00

Water, Sewer, Trash Collection

Water (Erie County)	\$28.00	\$29.00	\$38.00	\$47.00	\$55.00	\$64.00
Sewer (Erie County)	\$33.00	\$34.00	\$45.00	\$57.00	\$69.00	\$80.00
Trash Collection (Republic)	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Electric Charge \$5.629	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Natural Gas Charge \$31.75	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00

Actual Family Allowances	Utility or Service	per month cost	
	To be used by the family to compute allowance. Complete below for the actual unit rented.	Heating	\$
Cooking		\$	
Name of Family		Other Electric	\$
Address of Unit		Air Conditioning	\$
		Water Heating	\$
		Water	\$
		Sewer	\$
Number of Bedrooms		Trash Collection	\$
		Range / Microwave	\$
		Refrigerator	\$
	Other	\$	
	Total	\$ 0.00	



Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval

No. 25577-0169

exp.7/31/2022

Date (mm/dd/yyyy):

Locality: **Erie Metropolitan Housing Authority, OH** Unit Type: **Mobile/Manufactured Home**

Utility or Service: Outside City Limits	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances						

Heating

a. Natural Gas		\$14.00	\$17.00	\$19.00	\$21.00	
b. Bottle Gas/Propane		\$97.00	\$115.00	\$131.00	\$149.00	
c. Electric		\$58.00	\$60.00	\$62.00	\$64.00	
d. Oil		\$64.00	\$75.00	\$85.00	\$96.00	

Cooking

a. Natural Gas		\$1.00	\$2.00	\$2.00	\$3.00	
b. Bottle Gas/Propane		\$8.00	\$13.00	\$18.00	\$23.00	
c. Electric		\$6.00	\$8.00	\$11.00	\$13.00	

Other Electric & Cooling

Other Electric (Lights & Appliances)		\$32.00	\$44.00	\$57.00	\$69.00	
Air Conditioning		\$5.00	\$8.00	\$12.00	\$15.00	

Water Heating

a. Natural Gas		\$4.00	\$6.00	\$8.00	\$9.00	
b. Bottle Gas/Propane		\$28.00	\$38.00	\$54.00	\$64.00	
c. Electric		\$19.00	\$24.00	\$29.00	\$34.00	
d. Oil		\$19.00	\$26.00	\$34.00	\$43.00	

Water, Sewer, Trash Collection

Water (Erie County)		\$29.00	\$38.00	\$47.00	\$55.00	
Sewer (Erie County)		\$34.00	\$45.00	\$57.00	\$69.00	
Trash Collection (Republic)		\$19.00	\$19.00	\$19.00	\$19.00	

Tenant-supplied Appliances

Range / Microwave Tenant-supplied		\$11.00	\$11.00	\$11.00	\$11.00	
Refrigerator Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	

Other--specify: Monthly Charges

Electric Charge \$5.629		\$6.00	\$6.00	\$6.00	\$6.00	
Natural Gas Charge \$31.75		\$32.00	\$32.00	\$32.00	\$32.00	

Actual Family Allowances	Utility or Service	per month cost
To be used by the family to compute allowance. <i>Complete below for the actual unit rented.</i>	Heating	\$
	Cooking	\$
Name of Family	Other Electric	\$
	Air Conditioning	\$
	Water Heating	\$
	Water	\$
Address of Unit	Sewer	\$
	Trash Collection	\$
	Range / Microwave	\$
	Refrigerator	\$
Number of Bedrooms	Other	\$
	Total	\$ 0.00



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

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

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

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

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

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract

This HAP contract has three parts:

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

2. Tenant

3. Contract Term

4. Household

The following persons may reside in the unit: _____
The following persons may be added to the household without prior written approval of the owner and the PHA: _____

EXPIRED

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

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

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

Signatures

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)



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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

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

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

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

4. Term of HAP Contract

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

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

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

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

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

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

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

8. Owner Certification

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

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

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

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

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

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

10. Owner's Breach of HAP Contract

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

criminal act in connection with the mortgage or loan.

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

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

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

12. Exclusion of Third Party Rights

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

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

13. Conflict of Interest

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

14. Assignment of the HAP Contract

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

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

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

15. Reserved

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

17. Entire Agreement: Interpretation

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

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

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

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

8. Termination of Tenancy by Owner

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

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

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

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

- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).
- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

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

i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

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

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

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

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

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

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

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

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

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

n. Confidentiality.

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

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

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

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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.

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

**MOVING TO WORK (MTW) RIDER TO THE HOUSING ASSISTANCE PAYMENT (HAP)
CONTRACT FOR THE SECTION 8 TENANT-BASED ASSISTANCE HOUSING CHOICE VOUCHER
PROGRAM (HCV) AND/OR THE SECTION 8 PROJECT-BASED VOUCHER (PBV) PROGRAM**

Pursuant to the Public Housing Agency's (PHA) participation in the MTW demonstration, the PHA may establish Section 8 HCV or PBV policies or requirements that differ from statutory requirements for both programs contained in the U.S. Housing Act of 1937, the relevant regulatory requirements, and applicable Public and Indian Housing Notices. Where any particular provisions of this HAP Contract differ from or conflict with the MTW activities included in the PHA's approved MTW Supplement to its PHA Plan, the provisions of the MTW Operations Notice and the approved MTW Supplement to the PHA Plan shall supersede any conflicting or differing HAP Contract language. Further, the MTW Activity authorized by the MTW Operations Notice shall govern the PHA's administration of the program notwithstanding a conflicting or differing provision of the HAP Contract. This rider shall be in effect for the term of the HAP Contract or the term of the PHA's participation in the MTW demonstration, whichever ends sooner.

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

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

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

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

- (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,

- (b) Destruction of property, or

- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;

- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

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

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

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

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

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

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

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

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

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

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

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

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

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

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

19. Notices

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ENERGY SAVING TIPS

- Open doors as little as possible.
- Be sure gaskets fit tightly.
- Defrost promptly.

DON'T BLOCK RADIATORS, VENTS, ETC.

- Move furniture and drapes away, so heated or cooled air can do its job.

DISHWASHERS

- If you use a dishwasher, pre-rinse dishes in cold water.
- Open door after final rinse cycle, let dishes air dry.
- Make sure dishwasher is full before using.

WASHER AND DRYER

- Wash full loads only.
- Keep lint traps clean.
- Air-dry clothes outside in good weather, if landlord permits.

UNUSED ROOMS

- Close off unused rooms if they are not used regularly.
- They cost money and energy to heat or cool.

REPAIR LEAKING FAUCETS

- Even a small drip can add up to a big drain on your water bill.

DON'T LET DRAFTS IN

- Make sure windows are closed tightly when the heat or cooling is on.
- In cold weather, you may want to put plastic over your windows to help keep the heat in and your bill down.



HOUSEKEEPING STANDARDS

In an effort to improve the environment and conditions for the units in which families live, a Housekeeping Standard has been developed. It is the EMHA's desire that all families meet or exceed the standards, and by that action, improves the quality of Housing Choice Programs units. EMHA will inspect each family unit at least annually, to determine compliance with the standards. EMHA will notify families in writing if he/she fails to comply with the standards. EMHA will advise families of the specific correction(s), required compliance, and upon request, EMHA will provide the resident with specific advice as to compliance alternatives. If the resident fails the second inspection, this will constitute a violation of the program rules and regulations and may result in termination from the program.

INSIDE THE UNIT:

Walls: Throughout the unit, walls should be clean, free of dirt, grease, holes, cobwebs, writing, marks, fingerprints, and evidence of infestation.

Floors: Throughout the unit, floors should be clean, clear, dry and free of hazards. All carpeted floors should be vacuumed once a week. All tiled floors should be mopped once a week.

Ceilings: Throughout the unit, ceilings should be clean and free of cobwebs.

Windows: Throughout the unit, windows should be clean and not nailed shut. Shades or blinds should be clean, free of dust and dirt and intact. Windowpanes should be cleaned regularly.

Woodwork: Throughout the unit, woodwork should be clean, free of dust or scratches.

Refrigerator: The refrigerator should be kept clean, odor-free and free of excess food and other items, which could restrict airflow or make the door difficult to close and seal. The freezer door should close properly and the freezer should be defrosted regularly and should have no more than one inch of ice. Refrigerator shelving, vegetable/fruit bins and door compartments should be cleaned every two weeks.

Cabinets: The cabinets should be clean and neat. Cabinet surfaces and countertops should be free of scratches, cracks, grease and spilled food. Cabinets should not be overloaded. Cabinets should be cleaned monthly. Storage items under the sink should be limited to small or lightweight items to permit access for repairs.

Exhaust Fan: The exhaust fan should be free of grease and dust.

Sink: The sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner. Do not pour grease in the sink.

Food Storage Area: The food storage area should be clean and neat without spilled food.

BATHROOM:

Toilet and Tank: The toilet and tank should be clean and odor free.

Stairwells: Stairwells should be clean and uncluttered.

Laundry Area: The laundry area should be clean and neat. Remove lint from the dryers after use.

Utility Room: The utility room should be free of debris, motor vehicle parts and flammable materials.

Lawn Maintenance: If required by landlord, lawn maintenance should be done to neighborhood and landlord rules and regulations, this includes but not limited to cutting the grass trimming the shrubbery and raking the leaves.

BEING A GOOD NEIGHBOR

Living in a neighborhood means you are expected to be a responsible member of the community. Communities are made up of diverse individuals including senior citizens, families with young children, the disabled, those that go to work or school and etc. Living harmoniously with such a variety of people can be challenging as well as enjoyable.

Unfortunately, some Housing Choice Program families in the past have chosen not to take advantage of that opportunity and were inconsiderate of those living around them. It only takes one loud party or one irresponsible act to create negative feelings toward all Housing Choice Program families.

Years of bad feelings can be cleared with the cooperative efforts of all Housing Choice Program families by practicing a few simple good neighbor behaviors.

INTRODUCE YOURSELF TO YOUR NEIGHBORS: Exchange phone numbers and encourage them to contact you if they have a question or complaint.

BE COURTEOUS AND CONSIDERATE: If you are having a party, keep noise to a minimum. Everyone has the right to peaceful and quiet enjoyment of their dwelling whether they are renting or buying. Keep your guests from blocking driveways when parking their cars. Inform your neighbors in advance.

BE DISCREET: Do not impose your private conduct and/or life style on people who may not share your morals or values.

KEEP YOUR PROPERTY UP: Keep your lawn, porch, etc., free from garbage and debris. If applicable, keep your grass cut.

BE UNDERSTANDING: Realize that your life style and your neighbor's life style may be different. Try to realize and respect that difference.

JOIN NEIGHBORHOOD ORGANIZATIONS: Join the PTA, Neighborhood Watch, Church Social Groups, etc.

PORTABILITY

One of the greatest features of the Housing Choice Program is that your assistance is “portable” or “moves” with you. Portability is the name of the process in which a family can move from one Housing Authority to another and continue to receive assistance. You have the right to move your tenant-based assistance anywhere in the United States where there is a Housing Authority with tenant-based assistance.

As with any move, you must give the Erie Metropolitan Housing Authority and your landlord, a written 30-day notice, EMHA will identify if there is a Housing Authority with Housing Choice Programs in the area you wish to move. EMHA will also, forward your information to that Authority once you advise EMHA to “port” your information to that specific Housing Authority.

Quick Facts You Should Know About Portability

- Every Housing Authority has its own rules, regulations and deadlines. Contact the Authority to which you wish to port to get this information.
- Fair Market Rent limits or payment standards may be different and may affect the amount of rent you pay.
- Subsidy standards may be different.
- A different voucher will be issued to you. The new Housing Authority may change the size of your voucher.
- When porting, your income will be re-verified.
- Occupancy standards may be different.



ERIE METROPOLITAN HOUSING AUTHORITY

SECTION 8 LANDLORD / TENANT INSTRUCTION FORM

VERY IMPORTANT INFORMATION

Although we may initiate a unit inspection upon receipt of the Request for Tenancy Approval, the unit will **NOT** be approved and the contracts will not be generated for commencement of payment until **ALL** the listed forms are returned completed.

The Owner and Tenant should jointly inspect the unit using the Inspection Checklist provided in this packet. The Owner should complete any repairs before the unit is inspected so there aren't any delays in the unit passing the inspection.

Section 8 participants are **NOT** authorized to move into the unit until such time as the unit has passed inspection, the Owner has agreed to accept the EMHA authorized contract rent and all paperwork is signed with the Case Manager.

Therefore, we are advising that the move-in date be AFTER the Owner and Tenant have signed the contract. Additionally, we are suggesting that the owner/participant lease be executed at the HAP signing with the case manager.

If the Tenant moves into the unit prior to the contract being signed, the Tenant is responsible for the full rent and it will not be retroactively payable to the Owner by EMHA for any period prior to the date of the contract signing.

FORMS TO BE RETURNED TO SECTION 8

Please do NOT remove forms from the packet.

All forms must be completed.

If the form is not applicable to you, please put NA on the form and sign and date the form.

If you have additional adults in your household, you must also complete an additional adult packet for each person who is eighteen years of age or older. The forms and instructions are listed below.

- 1) **ADDITIONAL ADULT FORM:**
 - ▶ To be read, signed, and dated by the Head of Household.
- 2) **FULL APPLICATION:**
 - ▶ To be read, completed, signed, and dated by the Head of Household and Spouse (if applicable).
- 3) **FORMS PACKET CHECKLIST:**
 - ▶ To be completed by Intake Coordinator upon return of entire packet.
- 4) **CITIZENSHIP VERIFICATION FORM:**
 - ▶ To be read, completed, signed, and dated by the Head of Household and all household members.
 - ▶ One form needs to be completed for EACH household member regardless of age.
 - ▶ The box at the bottom of the Citizenship Verification Form must be checked if an adult is completing the form for a minor.
- 5) **CRIMINAL BACKGROUND CHECK FORMS:**
(Erie County Sheriff, Perkins & Sandusky Police Department Forms)
 - ▶ To be read, the bottom portion only completed, and signed by the Head of Household and all adult household members. Please do not fill out anything on the middle section of the form.
- 6) **CUSTODY AFFIDAVIT:**
 - ▶ To be read, completed, signed, and dated by the Head of Household and all adult household members.
- 7) **DISPOSITION OF PROPERTY FORM:**
 - ▶ To be read, completed, signed, and dated by the Head of Household and all adult household members.
- 8) **DIVORCE AFFIDAVIT:**
 - ▶ To be read, completed, signed, and dated by the Head of Household and all adult household members.
- 9) **DRUG FREE HOUSING:**
 - ▶ To be read, completed, signed, and dated by the Head of Household.
- 10) **FAMILY OBLIGATIONS & RESPONSIBILITIES:**
 - ▶ To be read, signed, and dated by the Head of Household.
- 11) **LANDLORD FRAUD ACKNOWLEDGEMENT FORM:**
 - ▶ To be read, signed, and dated by the Landlord.
- 12) **TENANT FRAUD ACKNOWLEDGEMENT FORM:**
 - ▶ To be read, signed, and dated by the Head of Household.

- 13) **LEAD BASED PAINT DISCLOSURE FORM:**
 - ▶ To be read, completed, signed, and dated by the Head of Household.
 - ▶ Landlord will sign the form at the appointment with the case manager.
- 14) **MARRIAGE AFFIDAVIT:**
 - ▶ To be read, completed, signed, and dated by the Head of Household and all adult household members.
- 15) **ONE STRIKE POLICY:**
 - ▶ To be read, signed, and dated by the Head of Household.
- 16) **PREGNANCY CERTIFICATION:**
 - ▶ To be read, completed, signed, and dated by the Head of Household; all adult household Members; or, any minor household member who is pregnant.
- 17) **RELATIONSHIP FORM:**
 - ▶ To be read, completed, signed, and dated by the Head of Household.
- 18) **GENERAL RELEASE OF INFORMATION:**
 - ▶ To be read, completed, signed, and dated by the Head of Household and all adult household members.
- 19) **PRIVACY RELEASE OF INFORMATION:**
 - ▶ To be read, completed, signed, and dated by the Head of Household and all adult household members.
- 20) **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION:**
 - ▶ To be read, completed, signed, and dated by Owners who do not currently have property on the Section 8 Housing Choice Voucher Program.
- 21) **SECTION 8 AGENT FORM:**
 - ▶ To be read, completed, signed, and dated by Owners who do not currently have property on the Section 8 Housing Choice Voucher Program who wish to have an agent complete paperwork on their behalf.
- 22) **SECTION 8 BRIEFING VERIFICATION FORM:**
 - ▶ To be read, completed, signed, and dated by Head of Household.
- 23) **LANDLORD/TENANT SIDE PAYMENT FORM:**
 - ▶ To be read, signed, and dated by Head of Household.
- 24) **UTILITY COMPANY VERIFICATION FORM:**
 - ▶ To be read, completed with account number, signed, and dated by Head of household.
 - ▶ You will need to attach current utility company slips to indicate your ability to obtain utilities in your name.
- 25) **ASSISTANCE/OWF VERIFICATION FORM:**
 - ▶ To be read, completed, and signed, by Head of household and all adult household members.
- 26) **VERIFICATION OF CHILD CARE EXPENSES:**
 - ▶ To be read, completed, signed, and dated by Head of household and all adult household members.

- 27) VERIFICATION OF CHILD CARE EXPENSES FOR FAMILY CO-PAYMENTS:
▶ To be read, signed, and dated by Head of household.
- 28) CHILD SUPPORT VERIFICATION:
▶ To be read, completed, and signed by Head of household and all adult household members.
- 29) FINANCIAL DATA RELEASE:
▶ To be read, completed, and signed by Head of household and all adult household members.
- 30) REQUEST FOR OTHER INCOME VERIFICATION:
▶ To be read, and completed by Head of household and all adult household members.
- 31) REQUEST FOR EMPLOYMENT VERIFICATION:
▶ To be read, and completed by Head of household and all adult household members.
- 32) INCOME STATEMENT:
▶ To be read, completed, signed and dated by Head of household and all adult household members.
- 33) MEDICAL EXPENSES (ELDERLY OR DISABLED ONLY):
▶ To be read, completed, signed and dated by Head of household and all adult household members.
- 34) PRE-EXISTING DEBT FORM:
▶ To be read, completed, signed and dated by Head of household and all adult household members.
- 35) PRE-EXISTING ACCOUNTING PAYMENT FORM (INTERNAL FORM):
▶ Please do not complete this form. For the file only.
- 36) PROMISSORY NOTE:
▶ Please do not complete this form. For the file only.
- 37) SOCIAL SECURITY ADMINISTRATION FORM:
▶ To be read, completed, signed and dated by Head of household and all adult household members.
▶ Please attach all benefit award letters from Social Security indicating the amount each adult household member receives.
- 38) VETERAN SERVICES VERIFICATION FORM:
▶ To be read, completed, signed and dated by Head of household and all adult household members.
▶ Please attach all benefit award letters from the Veterans' Administration indicating the amount each adult household member receives.

ERIE METROPOLITAN HOUSING AUTHORITY

322 Warren St., Sandusky, Ohio 44870

419-625-0262

IMPORTANT REMINDER!!



Effective July, 1, 2004, all Section 8 & Public Housing clients must report **ALL** income in **WRITING** to their case manager, **UPON RECEIPT OF THE INCREASE**, not just at the annual re-examination appointments.

Increases will be effective the first (1st) of the month after thirty (30) days notice. However, if clients fail to report, in writing, increases as soon as they are received, the increases will become effective retroactively to the date the increase should have taken effect had the client not caused the delay. Failure to report increases of income in writing may result in the termination of your assistance.

If **decreases** of income are reported in writing **PRIOR** to the fifteenth (15th) of the month, the decreases will be effective the first (1st) of the following month. All decreases reported in writing **AFTER** the fifteenth (15th) of the month will NOT be effective until the second (2nd) month following the report of the decrease.

HOMEOWNERSHIP QUALIFICATIONS

- The first requirement you must meet for this program is that you cannot have owned or had interest in a residence within the last three (3) years.
- The second requirement is that you have to be currently employed on a full time basis (at least 30 hours per week) and have been continuously employed for the last year. Your annual income must be at least \$10,300.
- You may also qualify for this program if the Head of Household or Co-Head is elderly or disabled, and receives Social Security. You must receive at least \$6,948 annually.



FSS INFORMATION

- The family must first execute a five (5) year Contract of Participant. The contract must be signed by the Head of Household.
- We must then complete an Individual Training and Services Plan in which we will list any goals you wish to obtain such as seeking higher-paying employment, returning to school, homeownership, etc.
- After completion of the five (5) year contract of participation and you have met all your interim and final goals any money in your escrow account would be disbursed to you at that time.
- How the escrow account works. In the FSS Program when you obtain employment or if you are currently employed and you have an increase in income EMHA would set up an escrow account for you, which is like a savings account for you. Any time your portion of your monthly rental amount increases EMHA would credit your escrow account with a portion of the increase in the rental amount that you pay.



HUD TERMS TO KNOW

Adjusted Income – The anticipated annual income of an eligible family minus allowances for dependents, elderly status, childcare, medical and disability expenses.

Annual Income – The anticipated total annual income of an eligible family from all sources for the 12 month period following the date of the determination of income.

Applicant (applicant family) – A family that has applied for admission to a program but is not yet a participant in the program.

Childcare Expense – Amount paid for the care of minors under the age of 13 years where such care is necessary to enable a family member to be employed or to further his/her education.

Dependent – A member of the family (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or is a full-time student 18 years or older.

Drug-Related Criminal Activity – The illegal manufacture, sale or distribution of the possession with intent to manufacture, sell or distribute a controlled substance.

Elderly Household – A family whose head or spouse, or whose sole member, is at least 62 years of age or a disabled person. It may include two or more elderly and/or disabled person living together or one of more such persons living with another person who is determined to be essential to his/her care and well being.

Medical Expense – Any medical expenses incurred by an elderly family in excess of 3% of the Annual income that are not reimbursable from any other source.

Fair Market Rent (FMR) – The rent, including the cost of utilities (except telephone, cable, etc.) as established by HUD for units of varying sizes by number of bedrooms, that must be paid in the housing market area to rent privately owned, existing, decent, safe, sanitary, rental housing of modest (non-luxury) nature with suitable amenities.

Family Rent To Own – The portion of rent to owner paid by the family.

Family Share – The portion of rent and utilities paid by the family.

Full-Time Student – A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. This includes vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross-Rent – The sum of the rent to owner plus any utility allowance,

Head of Household – The person who assumes legal and financial responsibility for the household and is listed on the application as head.

Housing Assistance Payment (HAP) – The amount EMHA pays the owner for a unit occupied by a Section 8 tenant. Rent to owner minus the family rent to owner.

Housing Quality Standards (HQS) – The HUD minimum quality standards for housing assisted under the Housing Choice Programs.

Landlord – Either the legal owner of the property or the owner representative or managing agent as designated by the owner.

Lease – A written agreement between owner and tenant for the leasing of a housing unit.

Participant – A family that has been admitted to the HA program and is receiving assistance in the program.

Payment Standard – An amount used by the HA to calculate the housing assistance payment for the family. The payment standard amount is based on the fair market rent established by HUD for each bedroom size.

Portability – Renting a dwelling unit outside⁴ with Housing Choice Programs assistance outside the jurisdiction of the initial HA that provided rental assistance.

Recertification - Sometimes referred to as Reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if the family reports no interim changes.

Rent to Owner – The total amount of rent EMHA authorizes an owner to collect for a unit occupied by a family receiving assistance. The rent may be paid by the family, EMHA or from both the family and EMHA.

Tenant – The person or persons who executes the lease as lessee of the dwelling.

COMMUNITY RESOURCE LIST

Alcoholics Anonymous

**419-625-5595
1-800-914-6738**

Addictions/Abuse

1-800-222-0828

Bayshore Counseling Services

**1218 Cleveland Rd.
Sandusky, OH 44870
419-626-9156**

Care & Share

**241 Jackson St.
Sandusky, OH 44870
419-624-1411**

Community Action Center (CAC)

**908 S. Depot St.
Sandusky, OH 44870
419-626-6540**

Drug Abuse

1-800-210-6356

Erie County

Department of Job and Family Services

**221 W. Parish St.
Sandusky, OH 44870
419-626-6781**

Erie County Health Department

**420 Superior St.
Sandusky, OH 44870
419-626-5623**

Firelands Counseling & Recovery Services

**2020 Hayes Ave.
Sandusky, OH 44870
419-557-5177**

Mental Health & Recovery Board

**416 Columbus Ave.
Sandusky, OH 44870
419-627-1908**

Salvation Army

**3333 Columbus Ave.
Sandusky, OH 44870
419-626-3862**

United Way

**416 Columbus Ave.
Sandusky, OH 44870
419-625-4672**

United Way – 211

**Cell Phone Users Dial 1-800-650-4357
www.unitedwaytoledo.org**

Veterans Services

**247 Columbus Ave.
Sandusky, OH 44870
419-627-7650**

Victory Temple Kitchen

**1613 Hayes Ave.
Sandusky, OH 44870
419-627-8732**

Volunteers of America

**1843 Superior St.
Sandusky, OH 44870
419-626-6505**