Phelps County Public Housing Agency

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Housing Choice Voucher Program
Tenant Briefing Packet

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The Phelps County PHA is an Equal Opportunity Housing Agency Serving Crawford, Dent, Gasconade, Maries, Phelps and Washington Counties

Voucher Term and PHA Policy On Extension Of Voucher

The Voucher term is 120 days. Extensions past 120 days will be granted as a reasonable accommodation for disabled households. Requests for an extension must be made in writing to the family's coordinator, prior to the expiration date of the voucher.

The time left on your Voucher is suspended when you submit a Request For Tenancy Approval and ends when the PHA notifies the family in writing whether the request has been approved or denied.

Determination Of Housing Assistance Payments

Your Total Tenant Payment (TTP) is the amount you will have to pay toward your total housing costs which include rent and utilities.

In order to determine what your TTP will be, we must first determine your Annual Income. This is the amount of your yearly gross income, before any deductions for taxes, Medicare payments, insurance, etc. Your annual income must be figured on all income for the household for the year. Examples include wages, tips, child support, TANF, Social Security and Supplemental Security payments, Veteran Administration, Social Security and SSI income received on behalf of a child, etc. Income earned by a minor (who is not head of household) will not be considered in calculating your annual income. However, you must report all income to the Phelps County PHA.

After your annual income has been determined, you are given a $480 deduction for any minors and/or child care expenses you might have while you are at work. Elderly, handicapped or disabled head of household or spouse are allowed a $400 deduction for medical expenses and if medical expenses for the household are over 3% of the annual income, the difference is deducted from the income. The amount after these deductions is your Adjusted Annual Income. This amount is then divided by 12 for the Adjusted Monthly Income.

The minimum TTP is $50. Your adjusted monthly income is multiplied by 30%. This is subtracted from the payment standard, which is the lower of the gross rent (rent and utility allowance) or the actual payment standard. This is the estimated amount of assistance. If the rent is less than the estimated amount of assistance, you will receive a utility assistance check. If the rent is more than the estimated amount of assistance, you will owe the portion of the rent which is more than the estimated housing subsidy. You can not pay 40% or more of your monthly adjusted income towards the rent and utilities.

Determination Of Maximum Rent For An Assisted Unit

HUD establishes the Fair Market rents for the Section 8 Tenant-Based Housing Choice Voucher Program. The FMR is used to calculate a Voucher Payment Standard for calculation of rent subsidy. Under the HCV program, if you rent/lease a unit that is at or under the Payment Standard for the area and the size of the unit, your portion of the rent should be approximately thirty percent (30%) of your monthly adjusted income. If you choose a unit that has a market rent that is higher than the Payment Standard, your portion of the rent will be higher. Your coordinator will calculate rent portions. Remember that the unit you choose must have a reasonable rent in comparison to other rentals in the area. In addition, your portion of the rent must be a reasonable amount for you to pay. The housing agency cannot allow you to pay more than forty percent (40%) of your income for your portion of the rent.

What The Family Should Consider In Deciding Whether To Lease A Unit

- Condition of unit
- Whether the rent is reasonable
- The cost of any tenant-paid utilities and whether the unit is energy efficient.
- Location of the unit, including proximity to public transportation, centers of employment, schools, shopping and medical facilities.

Where Family May Lease A Unit

The family may lease a unit in Crawford, Dent, Gasconade, Maries, Phelps and Washington counties, with the exception of the City of Rolla. The PHA maintains a partial list of participating landlords. Known accessible units are listed on the landlord list. Families are encouraged to contact real estate offices that offer rental management. Check newspapers and online classifieds for available units. If you find a unit and the landlord has never participated in the program, contact the PHA to obtain a landlord packet.

The Housing Agency must not approve a unit if the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HA determines that approving the unit would provide reasonable accommodations for a family member who is a person with disabilities.

Portability

Some families may qualify to transfer their Voucher outside the PHA's six county jurisdiction.

1. If you were a resident in our jurisdiction at the time you filled out your initial application and you can provide documentation to verify your residency, you can request to transfer.
2. Acceptable documentation – You must provide one of the following:
    a. Lease Agreement
    b. Utility Bill
    c. Drivers License
    d. Voters Registration

Portability gives families the option to move from higher poverty areas to better housing opportunities. Surrounding Public Housing Agencies and Authorities are provided on the landlord list.

Under portability, the family is subject to the receiving PHA's policies if they move to its jurisdiction. This could represent a major change for the family. For example, the family will be issued a voucher to find a unit in the receiving PHA's jurisdiction based on the receiving PHA's subsidy standards, not the initial PHA's. This could potentially mean a decrease in the family's voucher size.

The family is also subject to the receiving PHA's screening criteria, which may be different from the initial PHA's. A family who is eligible for assistance in one jurisdiction may not necessarily be eligible in another based on a new screening being performed. The receiving PHA may also have different payment standards than the initial, which may affect the family's ability to afford a unit in the receiving PHA's jurisdiction.

An applicant who does not reside within the jurisdiction of the PHA at the time (s)he completes the preliminary application must rent a unit within the jurisdiction of the Phelps County PHA for at least twelve months from the time the voucher holder receives assistance. After that time, the family may exercise portability.

Families may move more than once using their portability, however, the PHA limits family moves to not more than one in any twelve month period, under the voucher program;

If the Phelps County PHA has a family moving into another voucher area, it will notify the receiving PHA of the family's eligibility and confirm that a voucher has been issued to the family;

Request For Tenancy Approval

Once you have found a dwelling, a Request for Tenancy Approval will have to be filled out and signed by both you and your prospective landlord.

The Request for Tenancy Approval serves three purposes:

1. It is written agreement from the landlord for placement of their property on the program and gives permission for an inspection of the property to be conducted;
2. It states the monthly rental cost of the unit; and
3. It clearly outlines who is responsible for what utilities in the unit.

Once this form is filled out and signed, both the landlord and the tenant are agreeing to its contents and if the unit is approved for placement on the program, the information contained in the Request for Tenancy Approval will be used in preparing the Lease Agreement, the HUD required Tenancy Addendum and Housing Assistance Payments (HAP) Contract.

The Request for Tenancy Approval is simply a request by the tenant and landlord for consideration of the unit for placement on the program. You can receive assistance at your present rental unit if it meets all the program requirements. It is not always a requirement that you move in order to receive assistance. The unit must pass the Housing Quality Standards Inspection before the PHA can enter into a HAP Contract on behalf of the tenant family.

Security Deposits

The Housing Choice Voucher program allows an owner to collect the full amount of a security deposit from you. The owner may not collect more than the amount allowed by law or what is normally collected from their tenants in the open market. The housing agency will not reimburse your owner for any damages that you may cause to the rental unit.

Statement Of HA Policy On Providing Information About A Family To Prospective Owners

- At or before the PHA approval to lease a unit, the PHA must inform the owner that the PHA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's own responsibility.
- The family's current address (as shown in PHA family file).
- The name and address (if known) of current and prior landlord.
- Information concerning number of persons in the household.
- The PHA may offer the owner other information in the PHA possession, about the family, including information about the tenancy history of family members, or about drug-trafficking by family members

PHA Subsidy Standards, Including When and How Exceptions Are Made

FAIR MARKET RENTS
Effective October 1, 2021

	EFF	1 BR	2 BR	3 BR	4 BR
Crawford	$489	$542	$685	$945	$1066
Dent	$489	$521	$685	$912	$1029
Gasconade	$489	$521	$685	$847	$1172
Maries	$489	$601	$685	$852	$1061
Phelps	$560	$601	$791	$978	$1146
Washington	$489	$521	$685	$852	$1061
Sullivan City Limit	$689	$745	$947	$1230	$1449

VOUCHER PAYMENT STANDARD
Effective October 1, 2021

	EFF	1 BR	2 BR	3 BR	4 BR
Crawford	$524	$590	$725	$945	$1066
Dent	$489	$550	$700	$912	$1029
Gasconade	$489	$525	$685	$925	$1172
Maries	$489	$601	$700	$852	$1061
Phelps	$560	$650	$825	$978	$1246
Washington	$489	$550	$725	$852	$1061
Sullivan City Limit	$689	$750	$947	$1230	$1449

The PHA will approve a higher payment standard as a reasonable accommodation.

Information Of Federal, State And Local Equal Opportunity Laws

This is to provide you with Equal Opportunity Information concerning your rights under federal laws Title VI of the Civil Rights Act of 1964, Executive Order 110633, Title VIII of the Civil Rights Act of 1968 and the State of Missouri's implementing directive to the Civil Rights Act of 1964.

Any person who has reason to believe that he or she has been discriminated against in his/her search for housing or as a program participant, on the basis of race, color, creed, religion, sex, age, disability, handicap, political affiliation or national origin, may contact the Phelps County PHA at #4 Industrial Drive, St. James, Missouri 65559, or any of the following:

Missouri Human Rights Commission
3315 West Truman Blvd.
P.O. Box 1129
Jefferson City, MO 65102-3325
(573) 751-3325

Department of Housing and Urban Development
Equal Opportunity Office
1222 Spruce Street
St. Louis, MO 63103-2836
(314) 539-6327

U.S. Commission on Civil Rights
911 Walnut St., Room 3103
Kansas City, MO 64105
(816) 374-3548

Families encountering discrimination or similar difficulties will be provided all appropriate services available from the MRPC and other applicable referral agencies. Grievances will be acted on by the housing staff upon receipt of a request for assistance.

Complaints by landlords about tenants or by tenants about landlords may be referred to the housing manager. If the housing manager cannot resolve the problems, an appeal may be made to the Phelps County PHA Advisory Board, if necessary.

If a family includes a disabled person, the family may request a current listing of accessible units known to the housing agency, also known handicapped accessible units are listed on the counties' list of landlords.

Family Obligation Under The Program

Tenants must report to the PHA immediately when a change in family composition occurs. Additional household members must be approved in writing by the landlord and by the PHA. A change in family composition occurs when any person, adult or child, is added to or leaves the household. This action must be reported to Phelps County PHA within 10 days of occurrence. A re-evaluation of household income will be conducted by the PHA at this time.

Tenants must enter into a Re-examination Agreement with the PHA when declaring zero income or when their income is of unstable nature. The PHA shall designate on this agreement when the tenant must return to the office for re-evaluation of income. Tenants claiming zero income shall be required to report quarterly until an income source is established. If a family is not elderly, handicapped or disabled, an income source must be established within six months or reasons showing why an income cannot be established. Exceptions to the six month rule are as follows:
1. A disability which makes the tenant unemployable and there is a social security claim pending;
2. Accident or illness that prevents employment.

Supplying required information -

- The family must supply any information that the Housing Agency (HA) or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 812). "Information" includes any requested certification, release of other documentation.
- The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
- The family must submit birth certificates for all family members.
- Any information supplied by the family must be true and complete.

The family is responsible for any Housing Quality Standards breach caused by the family as described in §982.404(b).

The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.

The family may not commit any serious or repeated violations of the lease.

The family must notify, in writing, the HA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.

The family must immediately give the HA a copy of any owner eviction notice.

Use and occupancy of unit. (Family Obligations)

- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the HA. The family must immediately inform the HA of the birth, adoption or court awarded custody of a child. The family must request HA approval to add any other family member as an occupant of the unit.
- The family must immediately notify the HA if any family member no longer resides in the unit.
- If the HA has given approval, a foster child or a live-in-aide may reside in the unit. The HA has the discretion to adopt reasonable policies concerning residence by additional family members, foster child or a live-in-aide, and defining when HA consent may be given or denied.
- Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by member of the family.
- The family must not sublease or let the unit.
- The family must not assign the lease or transfer the unit.
- The family may not receive Section 8 HCV program while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the HA has determined (and 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.

The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must immediately notify the HA of absence from the unit.

The family must not own or have any interest in the unit.

The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.

The members of the family may not engage in drug-related criminal activity, or violent criminal activity.

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.

Grounds On Which The HA May Terminate Assistance For a Participant Family Because Of Family Action Or Failure To Act

- Violation of Family Obligation
- Families who fails to report to the PHA and to provide information regarding their income or family composition after written notice to do so shall be terminated from the program.
- Any applicant who has misrepresented family income, assets, composition or allowance or have failed to report a change in family composition, as defined in Chapter 12 of the PHA's Administrative Plan, shall be terminated.
- If a tenant or landlord is suspected, with good cause, of fraud or abuse of the program and fails to cooperate by providing the requested information, assistance shall be terminated at the earliest possible date as described in Chapter 12 of the PHA's Administrative Plan.
- Default on Repayment Agreement
- Drug-related criminal activity or violent criminal activity or abuse alcohol that threatens the health safety or right to peaceful enjoyment of the premises by other residents.
- If any member of your family has engaged in or threatened abusive or violent behavior toward our office personnel.
- If you fail to comply with the Family Self-Sufficiency Contract without good cause.
- Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- The family must pay utility bills and supply appliances that the owner is not required to supply under the lease.
- The family must maintain the unit in a clean and sanitary manner.

HA Informal Hearing Procedure

Any PHA decision regarding participant's eligibility, issuance of Voucher, termination or reduction of housing assistance payments can be contested by the tenant through an informal hearing process. Tenants shall be provided written notification of PHA decisions and shall be given ten days from the date of notification to appeal the decision.

If the aggrieved party wishes to request an informal hearing, they must notify the housing staff in writing. Upon receipt of a request for a hearing, the housing staff shall inform the hearing officer. In the event the hearing officer is unable to act, another hearing officer will be designated by the MRPC executive director.

Participants in the informal hearing shall include but not be limited to the following: a hearing officer; the aggrieved party or parties and counsel (if desired); PHA staff assigned to the case. The Hearing Officer shall provide a forum for review of the circumstances leading to the PHA decision and the aggrieved party's objections to the decision.

The Hearing Officer shall notify the aggrieved in writing within five (5) days of the date of the informal hearing of the decision to either uphold the PHA decision or overturn it. The notification shall also contain any subsequent terms as conditions for reinstatement if appropriate.

If the aggrieved party is not satisfied with the judgment of the hearing officer, they may appeal the decision to the MRPC executive director. The executive director will make a decision based on PHA and HUD regulations. If the decision of the executive director is still unsatisfactory to the complainant, they may contact the Department of Housing and Urban Development in St. Louis, MO, with any further objections.

Policies And Procedures Concerning Program Fraud

Incidence of fraud, willful misrepresentation, or intent to deceive with regard to the Section 8 Housing Assistance Program are criminal acts. If you are suspected of committing any fraudulent actions, we are required to refer the matter to the Inspector General for investigation and could result in your being accused of a Federal crime.

These cases are rare in our Housing Assistance Program. However, the tenant, landlord and PHA staff must be aware of their responsibility in this matter. Each new tenant entering the program is given a notice with examples of fraud. Landlords are also given a notice concerning fraud.

Examples of fraud involving owners/managers include:

- Requiring extra (side) payments in excess of the family's share of rent. Any payment in excess of the rent must receive prior approval of the PHA.
- Collecting assistance payments for unoccupied units.
- Bribing employees to certify substandard units or to conceal "side" payments.

Examples of tenant fraud include:

- Making "side" payments in excess of the rent to owner/manager.
- Not reporting ALL income received by ALL members of the family regardless of age.
- Not reporting all persons living in the home, or expected to live in the home.

Examples of PHA employee fraud include:

- Willfully misrepresenting information on any HUD form used in this program.
- Initiating other agreements between tenant and owner which conflict with the terms as stated in the Housing Assistance Payments Contract and Lease Agreement.

Please report to the PHA Staff any time you feel you are being charged in excess of the amount you are to pay for your rent, or if you feel your landlord is requiring you to pay other amounts that are not outlined in your lease agreement with him. Only by reporting any such incidence by your landlord or PHA staff member can you protect yourself against prosecution for fraud.

PHA Procedures For Families Who Wish To Move

A. If a family is required to move because the Owner chooses not to renew the lease, or if the unit does not meet HQS and the Owner refuses to make improvements, or a change in family size necessitates the move, or if the Owner demands a rent increase in excess of FMR and it is not rent reasonable, the PHA will issue a Voucher to the Family and assist them in finding another unit, making best effort to avoid a break in participant's Housing Assistance.

B. If an assisted family wishes to move and is not required to do so by the PHA or the Owner, they must meet certain requirements.

    1. After the first year, tenant may terminate lease at any time, by giving at least a 30 calendar days notice, in writing, to the Owner, with copy to the PHA.
    2. Tenant must submit a Satisfactory Unit Condition Report and Request To Transfer and must provide "GOOD CAUSE" for moving. "GOOD CAUSE" is defined to include the following types of reasons:
        a. Owner refusal to make repairs
        b. Utility bills are abnormal
        c. Unit is too small to accommodate additional household members.

d. Improve transportation and access to employment.
e. Sale of property
f. Resolve tenant/owner conflicts relating to Owner moral judgment or personality conflicts.

C. A Family will not be issued a Voucher to transfer to other housing if:

1. Family can not show "good cause" to move.
2. Family moves without notice to Owner and PHA.
3. Family is evicted for "good cause", which is defined to include, but not limited to, the following reasons:
   a. Disturbance of neighbors.
   b. Destruction of property.
   c. Living or housekeeping habits that cause damage to the unit or premises.
   d. Other violations of provisions in Lease Agreement.
   e. Drug-related criminal activity or violent criminal activity

D. The PHA reserves the right to cancel a Voucher for a tenant who initially was in good standing with the PHA and Owner at the time they requested a Voucher to Transfer to other housing. If, upon move-out day, the Voucher Holder does not vacate according to the terms of the Lease, they may be denied assistance in the new dwelling. In any circumstance, the tenant is required to meet all of their responsibilities under any lease agreement.

E. It will be the responsibility of the housing staff to make initial determination of "good cause" transfers. Where good cause cannot be shown, the Housing Coordinator will notify participate in writing of their ineligibility and the reason why.

F. The Housing Coordinator reserves the right to make final decisions regarding individual cases which are disputable under any of the above listed policies.

The PHA Staff is here to help you. Do not hesitate to contact us, if you have any questions or need help during your transfer. Stay in close communication with us during your housing search to avoid any break in your assistance.

Minimum Rent Exceptions

A federal law passed on October 21, 1998, created new "hardship exceptions" to the minimum rent requirement.

Households may qualify for an exception if they're having trouble paying minimum rent for one or more of the following reasons:

- The household has lost eligibility for a federal, state, or local assistance program;
- The household has applied for a federal, state, or local assistance program and is waiting for a determination by program officials as to its eligibility for assistance;
- The household would face eviction if forced to pay minimum rent;
- Household income has decreased; or
- There has been a death in the household.

Households that can't afford to meet their minimum rent obligation for one or more of the reasons listed above may request a hardship exception.

Only households paying the $50 minimum rent can claim hardship exceptions (households paying more than minimum rent may be entitled to interim recertifications in appropriate circumstances, but don't qualify for the above exceptions).

We must verify the hardship. We will do this in the same way that we normally verify facts affecting assistance payments.

We will also verify that the hardship situation is likely to continue for a long time. HUD regulations require households that are facing a short-term hardship, to a grace period of no more than three months. Then households must repay the overdue minimum rent.

Resident Advisory Board

If you are interested in serving on a Resident Advisory Board, please inform your housing coordinator. The Board will assist with the development of the Agency's Plan. Meetings will be held during regular office hours at the PHA office.

Violence Against Women Act (VAWA) - Notification of Rights and Obligations

Admissions: That an applicant who is or has been the victim of domestic violence, dating violence, sexual assault or stalking is not an appropriate basis on which to deny program assistance, or for denial of admission if the applicant otherwise qualifies for assistance or admission.

Protection for tenants:

- An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy or occupancy rights of the victim of that violence.
- Additionally, your tenancy, assistance or occupancy rights will not be terminated as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of your household, a guest or another person under your control, and you or an immediate family member is the victim.

Limitations to these protections:

- Your tenancy and/or assistance *may be* terminated if the owner, manager, or housing authority can demonstrate "an actual and imminent threat" to other tenants or to persons employed at or providing services to the dwelling. If the housing provider can demonstrate that not evicting you or terminating your assistance would present a real physical danger that would occur within an immediate time frame.
- So long as the owner, manager or housing authority does not apply a more demanding standard to you than to other tenants, your tenancy and/or assistance *may be* terminated for lease violations that are not based on an incident or incidents of domestic violence, dating violence, sexual assault or stalking for which VAWA provides protections.
- If you claim protection under VAWA against termination of your tenancy or assistance, the owner, manager or housing authority will require you to deliver a certification concerning the incident or incidents that you believe raises the VAWA protections.

Certification: There are three ways to certify if the owner, manager or housing authority requests you to do so. The law allows you to fill out a HUD-approved form, which will be delivered to you by the housing authority, or you may provide a police report or court record, or you may have a professional person whom you consulted about the domestic violence, dating violence, sexual assault or stalking provide documentation. *You must deliver the certification in one of these three ways within 14 business days after your receipt of the owner, manger or housing authority's request for certification.*

Confidentiality: Information provided by you about an incident or incidents of domestic violence, dating violence, sexual assault or stalking involving you or a member of your household will be held by the owner, manager or housing authority in confidence and not shared without your consent, *except that this information may be disclosed in an eviction proceeding or otherwise as necessary to meet the requirements of law.*

Removal of Termination of Assistance to Perpetrator of Physical Violence: VAWA contains a provision of federal law that allows the owner or manager to terminate the tenancy of and evict a tenant or other lawful occupant, and/or the housing authority to terminate assistance to a participant in the Section 8 program, who engages in criminal acts of physical violence against family members or others. This action may be taken against the individual alone, without evicting, terminating the tenancy of, removing, denying assistance to or otherwise penalizing other household members.

Portability/Moving to Another Location: If you are otherwise in compliance with your lease and other Section 8 requirements and you must relocate in order to protect the health or safety of a person who was or is the victim of domestic violence, dating violence, sexual assault or stalking you may move to another location even though you are breaking your lease when doing so. However, the victim must have a reasonable belief that he or she is imminently threatened by harm from further violence if he or she remains in the present location and expressly requests an emergency transfer.

For additional information and questions, please contact your County Coordinator.

THINGS YOU SHOULD KNOW

Tenant Copy

Don't risk your chances of losing your rental assistance by providing false, incomplete, or inaccurate information to Phelps County PHA.

Penalties For Committing Fraud The U. S. Dept. of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may be: evicted from your apartment, trailer, or house; required to repay all overpaid rental assistance you received; fined up to $10,000; imprisoned for up to 5 years; and/or prohibited from receiving future assistance.

Income You must report in writing any changes in income within 10 days of the change. Income includes but is not limited to all sources of money you and any member of your family receives (wages, welfare, alimony, social security, pension, etc.); any money you receive on behalf of your children (child support, social security for children, etc.); income from assets (interest from a savings account, credit union, or certificate of deposit, dividends from stock, etc.); earnings from a second job or a part time job; any anticipated income (such as a bonus or pay raise you expect to receive), or money given to you on a regular basis. You must also report excluded income.

HUD continues to provide Phelps County PHA with matching information for employment wages and social security benefits. Failure to report, in writing, changes in income and family composition may result in termination of your rental assistance and/or repayment of all assistance received during the time the participant's income was different than the income reported.

Assets You must report all bank accounts, savings bonds, certificate of deposit, stocks, real estate, etc. that are owned by you or any member of your family household who will be living with you. Any business or asset you sold in the last two years for less than its full value, such as your home to your children.

Family Members You must report the names of all of the people (adults and children) who will actually be living with you whether or not they are related to you.

Signing Do not sign any form unless you have read it, understand it and are sure everything is complete and accurate. When you sign any application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.

Information you give on your application will be verified by your housing agency. In addition, HUD will do computer matches of the income you report with various Federal State or private agencies to verify that it is correct.

Recertification You must provide updated information in writing when there is a change in income or family household composition within 10 days of the change. An adjustment may be made to your portion of rent. You must report on recertification forms: all income changes, such as pay increases or benefits, change of job, loss of job, loss of benefits, etc., for all household members; any household member who has moved in or out; all assets that you or your family household members own and any asset that was sold in the last two years.

Beware of Fraud You should be aware of the following fraud schemes: do not pay for anything not covered by your lease; get a receipt for any money you pay; get a written explanation if you are required to pay any money other than rent (such as maintenance charges).

Reporting Abuse If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your PHA or you can also write to the HUD-OIG HOTLINE, (GFI), 451 Seventh Street S. W. Washington, DC 20410.

Additional Household Members No person(s) other than those listed on the lease and application shall live/stay in the unit other than on a temporary basis and/or not exceeding 14 days. If this situation should arise during the term of the lease, I agree to contact the PHA within 10 days. I realize that failure to do this could result in an eviction, loss of rental assistance, repayment of the rent, and possible theft and fraud charges under the state and federal law.

Portability In accordance with Federal regulations, a family may move to the jurisdiction of any other housing agency administering a tenant-based program, subject to the following limitations: An applicant who resides within the jurisdiction of Phelps County PHA at the time (s)he completes the preliminary application may exercise portability, with proof of residency, upon receipt of a voucher. An applicant who does not reside within the jurisdiction of the PHA at the time (s)he completes the preliminary application must rent a unit within the jurisdiction of the Phelps County PHA for at least 12 months from the time the voucher holder receives assistance.

Perspective Landlord Phelps County PHA, at landlords request, will divulge family's current address, prior landlord, information concerning number of persons in the household, payment of rent, caring for a unit and premises, respecting the rights of others to the peaceful enjoyment of their housing and criminal activity including preponderance of evidence for drugs.

Utilities If a utility for which a family is responsible is cut off due to non-payment, the family will be given the maximum time period to get service restored or the rental assistance will be terminated. From October 1 through April 30, the maximum period allowed for gas/electric service is 2 calendar days. May 1 through September 30, the maximum period allowed for gas/electric service is 7 calendar days.

Violence Against Women Act (VAWA) VAWA provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. If you otherwise qualify for assistance under Housing Choice Voucher Program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Tenant Copy

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. 2577-0169
exp. 7/31/2022

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

Locality/PHA	Unit Type	Date (mm/dd/yyyy)
Phelps County PHA	Lowrise Apartment	06/01/2022

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	28	30	32	33	34	35
	Bottled Gas	109	128	137	147	156	166
	Electric	45	49	55	61	66	71
	Electric – Heat Pump	16	19	22	24	26	28
	Fuel Oil	137	161	173	185	197	208
	Other						
Cooking	Natural Gas	1	1	2	2	3	3
	Bottled Gas	8	10	14	19	23	28
	Electric	4	5	7	9	11	13
	Other						
Other Electric		18	21	29	38	46	54
Air Conditioning		6	7	10	12	14	16
Water Heating	Natural Gas	3	4	5	7	8	10
	Bottled Gas	25	29	42	55	68	81
	Electric	12	14	18	22	26	30
	Fuel Oil	31	37	53	69	86	102
Water		24	25	36	52	68	83
Sewer		25	27	36	50	63	77
Trash Collection		18	18	18	18	18	18
Other – specify							
Range/Microwave		3	3	3	3	3	3
Refrigerator		6	6	6	6	6	6

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range/Microwave	
Refrigerator	
Total	

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. 2577-0169
exp. 7/31/2022

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

Locality/PHA	Unit Type	Date (mm/dd/yyyy)
Phelps County PHA	Duplex - Single Family Attached	06/01/2022

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	25	27	28	30	32	34
	Bottled Gas	83	98	112	126	140	154
	Electric	45	49	55	61	66	71
	Electric – Heat Pump	15	18	21	23	24	26
	Fuel Oil	105	123	141	159	176	194
	Other						
Cooking	Natural Gas	1	1	2	2	3	3
	Bottled Gas	8	10	14	19	23	28
	Electric	4	5	7	9	11	13
	Other						
Other Electric		19	22	30	39	48	56
Air Conditioning		5	6	10	14	18	21
Water Heating	Natural Gas	3	4	5	7	8	10
	Bottled Gas	25	29	42	55	68	81
	Electric	12	14	18	22	26	30
	Fuel Oil	31	37	53	69	86	102
Water		24	25	36	52	68	83
Sewer		25	27	36	50	63	77
Trash Collection		18	18	18	18	18	18
Other – specify							
Range/Microwave		3	3	3	3	3	3
Refrigerator		6	6	6	6	6	6

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range/Microwave	
Refrigerator	
Total	

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. 2577-0169
exp. 7/31/2022

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

Locality/PHA	Unit Type	Date (mm/dd/yyyy)
Phelps County PHA	Manufactured Homes	06/01/2022

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	24	26	28	30	31	33
	Bottled Gas	78	92	107	121	135	150
	Electric	58	64	64	65	65	66
	Electric – Heat Pump	15	18	21	22	24	26
	Fuel Oil	99	116	134	152	170	188
	Other						
Cooking	Natural Gas	1	1	2	2	3	3
	Bottled Gas	8	10	14	19	23	28
	Electric	4	5	7	9	11	13
	Other						
Other Electric		22	25	35	45	55	65
Air Conditioning		5	6	10	13	17	20
Water Heating	Natural Gas	3	4	5	7	8	10
	Bottled Gas	25	29	42	55	68	81
	Electric	12	14	18	22	26	29
	Fuel Oil	31	37	53	69	86	102
Water		24	25	36	52	68	83
Sewer		25	27	36	50	63	77
Trash Collection		18	18	18	18	18	18
Other – specify							
Range/Microwave		3	3	3	3	3	3
Refrigerator		6	6	6	6	6	6

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.	Utility/Service/Appliance	Allowance
Head of Household Name	Heating	
	Cooking	
	Other Electric	
	Air Conditioning	
Unit Address	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Other	
Number of Bedrooms	Range/Microwave	
	Refrigerator	
	Total	

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. 2577-0169
exp. 7/31/2022

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

Locality/PHA	Unit Type	Date (mm/dd/yyyy)
Phelps County PHA	Single Family House	06/01/2022

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	26	28	30	32	34	36
	Bottled Gas	92	108	125	142	159	176
	Electric	57	62	67	72	77	82
	Electric – Heat Pump	18	21	24	26	28	31
	Fuel Oil	116	137	158	179	200	222
	Other						
Cooking	Natural Gas	1	1	2	2	3	3
	Bottled Gas	8	10	14	19	23	28
	Electric	4	5	7	9	11	13
	Other						
Other Electric		22	25	35	45	55	65
Air Conditioning		4	5	11	16	21	26
Water Heating	Natural Gas	3	4	5	7	8	10
	Bottled Gas	25	29	42	55	68	81
	Electric	12	14	18	22	26	29
	Fuel Oil	31	37	53	69	86	102
Water		24	25	36	52	68	83
Sewer		25	27	36	50	63	77
Trash Collection		18	18	18	18	18	18
Other – specify							
Range/Microwave		3	3	3	3	3	3
Refrigerator		6	6	6	6	6	6

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.	Utility/Service/Appliance	Allowance
Head of Household Name	Heating	
	Cooking	
	Other Electric	
	Air Conditioning	
Unit Address	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Other	
Number of Bedrooms	Range/Microwave	
	Refrigerator	
	Total	

RESIDENTIAL LEASE

Apartment - Duplex - Manufactured Home - House

BY THIS AGREEMENT made and entered into on _____, _____ (year) between _____ herein referred to as Lessor, and _____ herein referred to as Lessee, Lessor leases to Lessee the premises situated at _____, in the City of _____, County of _____, State of Missouri, and more particularly described as follows:

together with all appurtenances, for a term of 1 years, to commence on _____, _____(year), and to end on _____, _____ (year). at 11:59 o'clock p.m.

1. **Rent**. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of $_____per month in advance on the 1st day of each calendar month beginning _____, _____(year), at _____, City of _____, State of Missouri _____, or at such other place as Lessor may designate.

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor $_____, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

5. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of _____ adults and _____ children under the age of 18 years, without the written consent of Lessor.

6. **Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

7. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. **Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

9. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

10. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that _____ shall be provided by Lessor.

12. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. Lessor will give 24 hours advance notice to Lessee before entering premises.

13. **Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

14. Animals. Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor. Lessor must initial if the following pets are allowed _____

15. Display of Signs. During the last 45 days of this lease, Lessor or his agents shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

16. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. Holdover of Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

18. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 7 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

20. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

22. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in n/a. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. Lead Paint Disclosure. "Every purchase of any interest in residential real property, on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

24. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written:

_____	_____
Lessor	Lessee
_____	_____
Lessor	Lessee

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

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

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

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

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

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

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

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

8. Termination of Tenancy by Owner

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

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

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

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

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

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

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

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

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

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

(a) Disturbance of neighbors,

(b) Destruction of property, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. **Actual and Imminent Threats:**

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

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

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

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

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

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

(1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(2) Establish eligibility under another covered housing program; or

(3) Find alternative housing.

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

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

(1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and

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

n. **Confidentiality.**

(1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

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

18. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

APPLYING FOR HUD HOUSING ASSISTANCE?

THINK ABOUT THIS... IS FRAUD WORTH IT?

Do You Realize...

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

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

Do You Know...

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

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

So Be Careful!

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

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

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

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

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

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

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

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

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

Ask Questions

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

Watch Out for Housing Assistance Scams!

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

Report Fraud

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

HUD OIG Hotline, GFI
451 7th Street, SW
Washington, DC 20410

December 2005

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)

RHIIP

RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

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

What is EIV?

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

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

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

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

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

What is the EIV information used for?

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

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

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

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

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

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

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

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

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

What are my responsibilities?

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

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

What are the penalties for providing false information?

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

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

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

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

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

What do I do if the EIV information is incorrect?

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

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

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

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

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

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

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

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

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

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

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

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

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

February 2010

Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

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

U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

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

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

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

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

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

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

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

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

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

For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185
E-mail: **Complaints_office_10@hud.gov**

If after contacting the local office nearest you, you still have questions – you may contact HUD further at:
U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov

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MAIL TO:

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

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

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

Disclosure of this information is voluntary.

EQUAL HOUSING OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING DISCRIMINATION INFORMATION

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

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

Your Name

Your Address

City State Zip Code

Best time to call Your Daytime Phone No Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name Best Time to call

Daytime Phone No Evening Phone No

Contact's Name Best Time to call

Daytime Phone No Evening Phone No

1 What happened to you?

How were you discriminated against?

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

State briefly what happened.

HOUSING DISCRIMINATION INFORMATION

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

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

Is it because of your:

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

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

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

3 Who do you believe discriminated against you?

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

Identify who you believe discriminated against you.

_____
Name

_____
Address

4 Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

_____
Address

_____
City State Zip Code

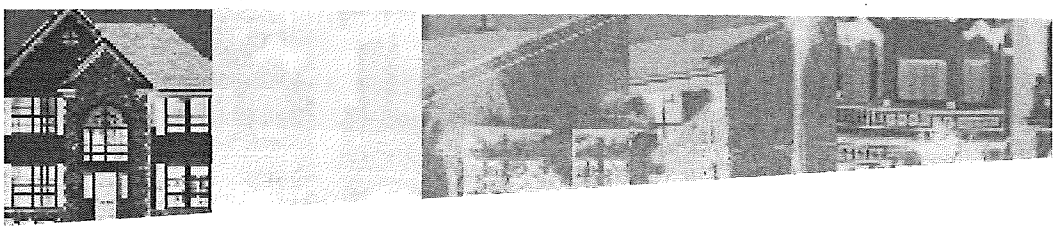
5 When did the last act of discrimination occur?

Enter the date ____/____/____

Is the alleged discrimination continuing or ongoing? Yes No_____ _____

_____
Signature Date

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



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

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

If You Believe Your Rights Have Been Violated...

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

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

Keep this information for your records.

Date you mailed your information to HUD: ____/____/____

Address to which you sent the information:

Office _____ Telephone _____

Street _____

City _____ State _____ Zip Code _____

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

Are You a Victim of Housing Discrimination?

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

Alphonso Jackson
Secretary

How do you recognize Housing Discrimination?

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

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

SECTION 8 HOUSING CHOICE VOUCHER RENT CALCULATION WORKSHEET

Check one: ☐ Initial ☐ Recert
☐ Interim ☐ Transfer

Family Name: _____
Number of Bedrooms per PHA Occupancy Standard: _____

A. Rent to Owner	_____
B. Utility Allowance	_____
C. Gross Rent: A plus B	_____

D. Applicable Payment Standard (or Total Gross Rent which ever is less)	_____	_____
E. Greater of 30% of Adjusted Monthly Income or $50 minimum rent		_____
F Maximum Voucher Subsidy: D minus E		_____
G. Gross Rent Less Maximum Subsidy: C minus F		_____
H. (1) 10% of Total Monthly Income	_____	
(2) Minumum Rent as set by PHA	50	
(3) Minumum Family Contribution: Higher of H(1) or H(2)		_____
I. Total Family Contribution: Higher of G or H(3)		_____
J. 40% of Adjusted Monthly Income		_____
(Only at Initial and Transfers, if I is larger than J, family cannot lease the unit.)		
K. Gross Rent Less Family Contribution: C minus I		_____
L. Total Voucher Subsidy: Lower of F or K		_____
M. HAP to Owner: Lower of A or L		_____
N. Family Rent to Owner: A minus M		_____
O. Utility Reimbursement to Family: L minus M		_____

Date of Completion _____

Staff Initials _____

Lead-Base Paint Rule

If your rental unit:

- Was built before 1978, and
- Has a child under six years old living in it, and
- Has deteriorating paint (peeling, flaking, cracking, chalking, chipping, scaling or loose paint)

You must remove all deteriorating paint from all surfaces and paint with lead-free paint **before** we inspect the unit for Housing Quality Standards. You may cover the deteriorating paint with a suitable material such as sheet rock, wallboard, paneling material or siding, whichever is appropriate. This must be done **before** we inspect the unit.

If the unit has deteriorating paint when we inspect, it must be treated as leaded paint. The paint must be stabilized, which involves, removal of loose paint, repair of physical defects in substrate, application of new coat of paint, and use safe work practices and clearance. You must use workers that are supervised by a certified abatement supervisor or workers that are trained in EPA or HUD-approved course. The unit must be cleared by a certified independent person that the unit is lead-free, before we can place it on our program.

If you have the paint tested and it is found that it is not lead-based paint, you do not have to use safe work practices, use trained or supervised workers or have to have the unit cleared by a certified independent person.

Inspect windows, window sills, soffit, fascia, concrete steps, foundation, siding, exterior and interior doors, trim, porch ceiling, other buildings and fence, in close proximity to unit. There can not be any deteriorating paint on the unit when we come for the inspection.

All paint particles must be removed from the area in the appropriate manner, any paint particles found laying on the floors or ground, will also cause the unit to fail the inspection.

Please have your rental unit free from deteriorating paint, when we come for the housing inspection. It will save you and our agency, time and money.

Please contact our office for more information
Phelps County PHA
#4 Industrial Drive
St. James, MO 65559
573-265-4200

06-26-02

Phelps County PHA
Common Problems

1. Someone 18 years or older must be at the unit between the hours of 8am-5pm. All rooms must be accessible. Inspection will not be completed if occupants or guest are sleeping. Everyone must be awake and dressed. We prefer only people on the lease be at the unit for the inspection.
2. All utilities must be on (electric, gas, water, etc.).
3. Dogs must be secured or we can not inspect.
4. All windows must be equipped with locks. All windows that are meant to open must open and close properly and must stay open without the use of a prop. Mobile homes with crank style windows must have cranks and work properly.
5. All peeling paint on walls, ceilings, exterior, including porches, fencing, propane tanks and sheds must be removed and painted or covered with another type of wall covering such as wallpaper, paneling or siding.
6. All electrical switch plates and wall outlets must have covers. Covers must not be cracked or broken. All capped (taped) wires must be in junction boxes with covers, including capped wires in basement.
7. There can be no broken, cracked or loose windows.
8. An overflow pipe (made of hard copper or plastic PVC) must be installed on water heaters from the pop-off valve to no more than six inches from the floor or through the floor. All gas water heaters must be vented to the outside. Diagram available at www.meramecregion.org. Click on Phelps County PHA.
9. At least one operable smoke detector must be present and working when tested on each level of the unit including the basement. If the unit is occupied by a hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons.
10. If there is not a window in the bathroom, the bathroom must be equipped with an exhaust vent. The exhaust fan must be clean to operate properly.
11. Handrails are required on steps with 4 or more consecutive steps and banisters on porches with a rise of 30 inches or more from the ground.
12. If there is evidence of roach and/or bedbug infestation, you must hire an exterminator or begin a program of vermin extermination.
13. Property must be clean; there must not be any trash or debris on the property. Any unsafe, unhealthy or unsanitary situations must be remedied.
14. All burners and ovens on cooking stoves must be usable. Knobs, oven handles and burners must be in place. Drip pans and ovens must be clean and in good working order. Burners must light with the pilot, where applicable.
15. All mobile homes must be securely tied down and underpinned.
16. Grass must be mowed and trees trimmed off of unit. All trash must be disposed of, such as old appliances, tires and broken glass.
17. Refrigerators must be turned on prior to the inspection and have a tight seal around the doors.
18. All floor vents and cold air returns must be secured to the floor with no large gaps.
19. Units with an attached garage and any unit using any fuel source other than electricity for the cook stove, water heater, and/or furnace must have a carbon monoxide detector.
20. Units with gas, wood, oil burning appliances/furnaces or water heaters will need to be serviced on a yearly basis to ensure that they are operating in a safe and efficient manner. These appliances need to be serviced when colder weather approaches. This is the landlord's responsibility and the PHA will not be held liable if these items malfunction. Clean furnace filters must be in place.
21. No empty light sockets. All lights must work when tested.
22. Cap off washer drains and dryer vents, if not in use.
23. Breaker boxes must have no empty slots. Fill with dummy breakers or cover with metal strips to fill the gaps. Do not use tape.
24. If present, range hood must have an exhaust fan screen.
25. Do not use double keyed locks.
26. Weather strip around exterior doors.
27. Secure all loose carpet or vinyl that can be a tripping hazard, patch or replace missing tiles or areas of carpet.
28. **All** items must be in good working order.

Removing items, poor maintenance or repair work may reduce the value or the property owner's rent amount. Example: removing storm doors or a dishwasher and patching instead of replacing.