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HOUSING CHOICE VOUCHER PROGRAM

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THE FAMILY BRIEFING HANDBOOK

TABLE OF CONTENTS

Table of Contents	Page 1
Introduction	Page 2
Housing Choice Voucher Program	Page 3-6
Steps to Assistance	Page 7-8
Determination of Payment Standards & Unit Size (Subsidy Standards)	Page 9
Where to Live	Page 10
Tips to Locate Suitable Housing	Page 10-12
Confronting Housing Discrimination	Page 13
Determining Housing Assistance Payment	Page 14-15
Family Obligations	Page 16-17
Family Briefing	Page 18-19
Moving In	Page 20
Taking Care of Your Home	Page 21-24
Moving to Another Unit After the First Year	Page 25
Family Obligations to the Landlord	Page 26-28
Program Integrity	Page 29-30
Denial or Termination of Assistance	Page 31
Hearings	Page 32
Family Self-Sufficiency (FSS)	Page 33
Portability	Page 34
Glossary of Housing Choice Voucher Program Terms	Page 35-38
Notes	Page 39

Introduction

This Briefing Handbook has been prepared for you as a guide to participation in the Housing Choice Voucher Program.

It is designed to provide you with accurate information about how the program works. Please take the time to read it carefully; it will help you to find a suitable place to live, and to remain in good standing with your landlord and the Housing Authority.

After reading the handbook, make sure you save it with your important papers so that you can refer to it as needed. If you have any questions, contact the Housing Authority.

Housing Authority's Goal

It is the Housing Authority's goal to provide excellent service to the families in Contra Costa County. The Housing Authority will make every effort to inform you of the program rules, and to advise you of how these rules affect you. Since federal regulations are not always easy to understand, it is very important to ask questions if you are not sure of something. Do not hesitate to contact the Housing Authority if you have a question or problem that pertains to the Housing Choice Voucher Program.

Requests for Reasonable Accommodations

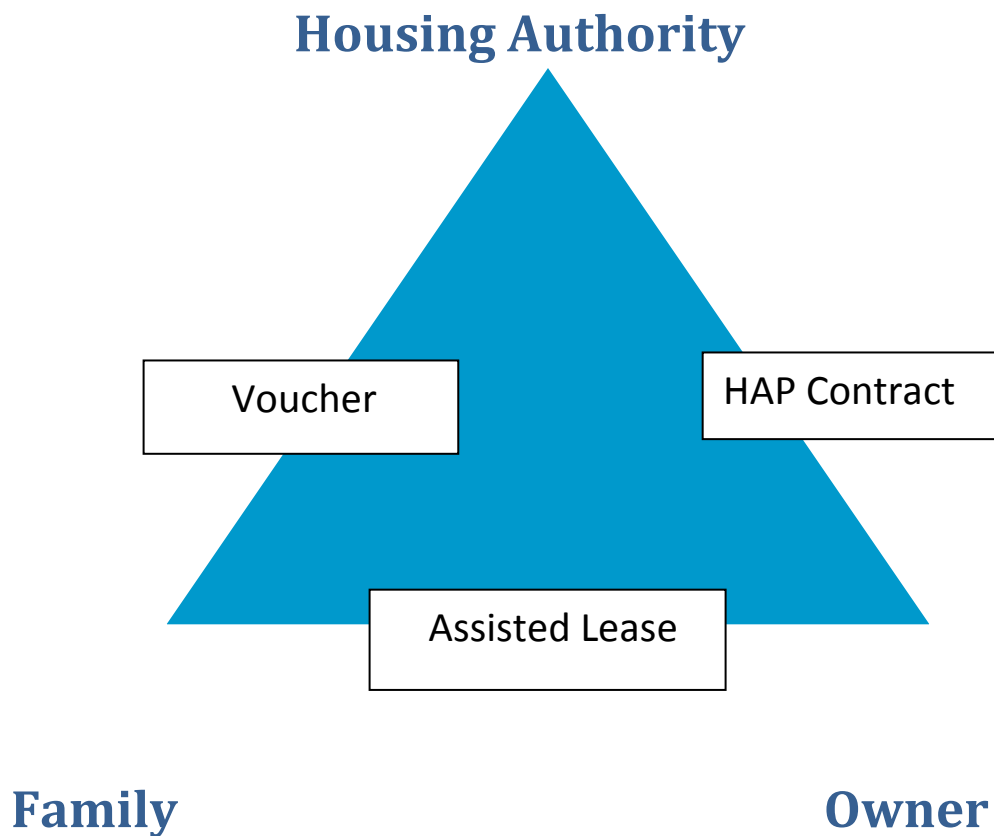
Persons with disabilities may request a reasonable accommodation in order to utilize the housing program and any related services. The Housing Authority will make all reasonable efforts to be flexible in assisting persons with disabilities to participate in the program successfully. Requests for accommodation will be verified to ensure that the accommodation is reasonable.

Housing Choice Voucher Program

The U.S. Department of Housing and Urban Development (HUD) determines the rules and regulations for the Housing Choice Voucher Program. The purpose of the Housing Choice Voucher Program is to provide rental assistance to eligible families. The maximum amount that the Housing Authority will pay is an amount equal to the Payment Standard minus the family's total tenant payment.

Partnership

The Housing Choice Voucher Program is a three-way partnership between you (the family), the Landlord/landlord, and the Housing Authority.



The Family's Responsibilities

- Provide the Housing Authority with complete and accurate information.
- Make your best effort to find a place to live that is suitable for your family and qualifies for the program.
- Cooperate in attending all appointments scheduled by the Housing Authority.
- Take responsibility for the care of your housing unit.
- Comply with the terms of your lease with the Landlord.
- Comply with the Family Obligations of the Housing Authority.

The Landlord's Responsibilities

- Screen families to determine if they will be good renters.
- The Housing Authority can supply the Landlord with the current and previous address and landlord information if they have this information.
- The Housing Authority may also provide additional information pertaining to a tenant's performance as a renter.
- Comply with fair housing laws, and not discriminate against any family.
- Maintain the housing unit by making necessary repairs in a timely manner.
- Comply with the terms of the Housing Assistance Payments Contract with the Housing Authority.
- Collect the rent due by the family and otherwise enforce the lease.

The Housing Authority's Responsibilities

- Review all applications to determine if they are eligible for the program.
- Explain all the rules of the program to all families who qualify.
- Approve the family, unit, and Landlord.
- Make Housing Assistance Payments to the Landlord in a timely manner.
- Ensure that both the family and the unit continue to qualify under the program.
- Ensure that Landlords and families comply with the program rules.
- Provide families and Landlords with prompt, professional service.

Landlord Approves Family

Even though a family is determined to be eligible for the program, the Landlord must approve the family as a suitable renter. Most Landlords/managers will ask you to complete an application and will check on your rental history and credit. Landlords can deny you a rental unit if you have a previous history of not fulfilling your obligations under a lease.

The Housing Authority knows that the Landlord has approved the family when a Request for Tenancy Approval form is submitted.

Before Signing a Lease

- Have Landlord/manager complete Request for Tenancy Approval & Pre-Inspection form
- Submit Request for Tenancy Approval & Pre-Inspection form to the Housing Authority
- If Request for Tenancy Approval and lease meet HUD guidelines, an appointment will be scheduled to inspect the unit. (All utilities must be on.)
- If the unit passes inspection, the Housing Authority will enter into a contract with the Landlord/manager, and you will then sign your lease to begin after the unit passes the inspection.

Housing Authority Approves Tenancy and Unit

After a family finds a suitable housing unit and the Landlord approves the family, the Housing Authority needs to determine if the unit qualifies for the Program. This includes a Housing Quality Standards inspection.

Contract and Lease Signed

If the lease and unit are satisfactory, the Housing Authority will enter into a Contract with the Landlord, and the family will enter into a lease with the Landlord. DO NOT sign a lease until the Housing Authority inspects and passes the unit.

Housing Assistance Payments (HAP)

After the HAP Contract and lease are signed, the Housing Authority makes the initial HAP payment and continues to make monthly payments to the Landlord as long as the family continues to meet the eligibility criteria under the Voucher program.

Steps to Assistance

After a family has been selected from the waiting list, several steps must be completed before a family can receive rental assistance.

Housing Authority Determines Family's Final Eligibility

Family is selected from the waiting list. Income and household composition is reviewed for final eligibility.

Voucher Issued

When a family is determined to be eligible for the program and funding is available, the Housing Authority issues a Housing Choice Voucher at the required tenant briefing.

Your Voucher indicates the number of bedrooms for which your family is eligible. This unit size is based on HUD guidelines and the Housing Authority's written policy. The Housing Authority takes into consideration factors such as the total number of persons in the family, the sex of persons, and the relationship of persons.

These standards help us to make the best use of the funds HUD provides for housing costs, and to avoid overcrowding. The unit size for which you have been approved is indicated on your Voucher.

Expiration Date of Vouchers

Your Voucher is valid for 60 days. It is important that you do not delay your housing search. If your Voucher expires before you find suitable housing, you will have to reapply. You may request up to two 30-day extension, but not to exceed 120 days. as a reasonable accommodation. Keep track of all of the units you look at during the search period.

Determination of Payment Standards and Unit Size (Subsidy Standards)

The Payment Standard

- Is established by the Housing Authority.
- The payment standard is based on a percentage of the Fair Market Rent established by the U.S. Department of Housing and Urban Development (HUD).
- Is based on the cost of housing and utilities for your area.
- Depends on the family composition and the bedroom size of the unit. For example, the payment standard is higher for families requiring 3-bedroom units than for families requiring 1-bedroom units.

Families may select smaller units than listed on the Voucher if the unit selected has at least one sleeping or living/sleeping room for each two persons in the household. The smaller payment standard will be used for the unit size. The Housing Authority may grant exceptions to the standards if circumstances presented by the family warrant an exception.

Attached is the current payment standard schedule !

Where to Live?

A family must locate a housing unit that meets the program rules. That can be where you live right now or a totally different unit. The Housing Authority can help in some ways, but the family has the primary responsibility for finding a suitable unit to rent. A family has 90 days to locate a suitable unit.

Leasing In-Place

You may be eligible to receive assistance at your present unit if the unit qualifies. The unit must:

- Be rent reasonable
- Pass a Housing Quality Standard Inspection

Moving to Another Unit

If you decide to look for another place to live, the procedures are the same. The unit must:

- Be rent reasonable
- Pass a Housing Quality Standards Inspection

Tips to Locate Suitable Housing

Landlords advertise rental properties in different ways. Here are some ideas on where to start.

- Check the classified section of local newspapers.
- Ask friends and neighbors.
- Drive through neighborhoods where you may want to live and look for rental signs.
- Check community bulletin boards.
- Check with real estate offices.
- Check your briefing packet for a rental referral list.

Housing Search

There are many factors to consider as you search for suitable housing. Select a unit that meets your family's needs. Here are some factors and suggestions to consider:

- Does the unit size meet your needs?
- Is the unit close to family and friends?
- Condition of Unit?
- Does it have air conditioning? Do you need or want it?
- Does it have a dishwasher?
- Is there a washer/dryer or laundry room?
- Is there a yard? Will you have to take care of it?
- Do you have a pet? Is it okay to keep a pet? Is there a pet fee?
- What utilities do you pay, gas, electric, oil, etc.?
- Yard (Maintenance required)
- Neighborhood and Safety
- Are stores close by?
- Childcare
- Schools
- Work
- Public Transportation
- Bank
- Church

When Applying for a Rental Unit

- Make an appointment, and try to make a positive first impression.
- Leave your children with a babysitter.
- Go early and look around the neighborhood.
- Let the landlord get to know you before asking if he/she accepts Section 8.
- Be prepared to furnish references if necessary.
- Make sure you have money for a security deposit and a deposit for utilities if required.
- Take your Voucher, Request for Tenancy Approval & Pre-Inspection form with you.
- Your Voucher Expires 90 days from the day you receive it.
- Turn your Request for Tenancy Approval into the Housing Authority before your Voucher expires.

Questions for the Landlord

- How much is the rent?
- What utilities are not included in the rent?
- How much is the security deposit?
- Is there a person and phone number to call for repairs or maintenance?

Security Deposit

The Landlord of the unit decides how much the security deposit will be. When you begin to search make sure that you have made plans in advance to have the money available for the security deposit and the deposit for utilities, if applicable. The Landlord may charge up to two months of the rent amount for security deposit. The security deposit may not exceed amounts charged for unassisted units.

Housing Program Documents

When you are searching for a housing unit, make sure that you have the Voucher and Request for Tenancy Approval with you.

Your Credit Record

Everyone has a credit record. It shows how well you pay your bills. Credit records are kept by credit reporting agencies. They sell your credit information to banks and other lenders. By looking at your records, landlords can decide whether they should rent to you.

It is a good idea to get a copy of your credit report once each year. Then you will know what the credit reporting agencies are telling lenders and landlords about you. Check your report carefully because it can sometimes contain wrong information. It can even list someone else's credit history under your name.

To get a copy of your credit report, call one of these toll- free numbers.

Trans Union	1-800-916-8800
Equifax	1-800-685-1111
CSC Credit	1-800-759-5979

Establishing good credit means getting a reputation for paying your bills (rent) on time. You will need to have good credit to achieve your dreams.

Confronting Housing Discrimination

You are entitled to decent, safe and sanitary housing regardless of your age, race, color, religion, sex, disability, national origin, marital status, or familial status.

If you think you have been refused housing for the reasons listed above, notify your Housing Specialist immediately, or one of the agencies listed below. You may also complete the complaint form in the "Fair Housing" brochure (form HUD 903.1) and mail it to:

Boston Office of Fair Housing & Equal Opportunity Division
U. S. Department of Housing and Urban Development (HUD)
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, Massachusetts 02222-1092
(617) 994-8300
(800) 827-5005
TTY (800) 877-8339

Determining Housing Assistance Payment

Annual Income

Annual income is defined as the anticipated total annual income from all sources. The family is responsible for reporting all sources of income for the household. This is the first step toward determining the amount of rental assistance the family receives.

If a family member's welfare income is sanctioned by the welfare agency for noncompliance with self-sufficiency program requirements, the Housing Authority is required to include the amount of sanctioned welfare income in the family's annual income. The Housing Authority must verify the amount and reason for the sanction with the welfare agency.

EXAMPLES OF INCOME

- | | |
|---------------------|--|
| * Employment | * Net Income of a Business |
| * Social Security | * Net Income from Real Personal Property |
| * TANF | * Worker's Compensation |
| * Public Assistance | * Interest from Assets |
| * Disability | * Regular Contributions/Gifts |
| * Unemployment | * Relocation Payments |
| * SSI | * Military Pay |
| * Pensions | * Alimony |
| * Child Support | * Annuities |

Examples of income exclusions: Resident Service Stipends; Adoption Assistance Payments; Full Amount of Student Financial Assistance; Earned Income of Full-Time Students; Adult Foster Care Payments; and State or local employment training programs and training of resident management staff.

Adjusted Income

After determining the total annual income for the household, the Housing Authority makes any necessary adjustments to the annual income in accordance with HUD regulations. If the family qualifies, there are five (5) possible deductions and allowances.

Allowance for Dependents

A \$480 deduction is made for all minors under the age of 18, and for family members 18 and over who are full time students or a person with a disability, other than the Head or Spouse.

Allowance for Elderly/Disability

A \$400 household deduction is made for families whose head, spouse, or sole member is 62 or over, or is a person with a disability.

Allowance for Medical Expenses

For an Elderly or Disabled Family, medical expenses for all family members that are greater than 3% of the Annual Income will be deducted.

Allowance for Disability Assistance Expenses

Disability assistance expenses that exceed 3% of the Annual income will be deducted if they permit a family member to work.

Allowance for Childcare Expenses

Reasonable childcare expenses, for family members 12 years old and younger, will be deducted if they enable a family member to work, attend school, or seek employment.

Total Tenant Payment (TTP)

After calculating the adjusted monthly income, the Housing Authority determines the TTP for the family. The TTP in the Voucher Program is the greater of:

- 30% of the family's monthly adjusted income
- 10% of the family's gross monthly income

Utility Allowance

A Utility allowance is the Housing Authority's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit type, size and utilities the family is responsible to pay. When the TTP is lower than the utility allowance, the family may receive a utility reimbursement check from the Housing Authority.

Maximum Rent at Initial Occupancy

At the time a family initially receives assistance or is moving to another rental unit, if the gross rent for the unit is greater than the payment standard for the family, the family share may not exceed 40% of the family's monthly-adjusted income. The family share is the gross rent minus the HAP.

Family Obligations

Family Obligations to the Housing Authority

- (A) The family must supply any information that the Housing Authority or U.S. Department of Housing and Urban Development (HUD) determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status.
- (B) The family must supply any information requested by the Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements. A change in family income, composition or other relevant circumstances must be reported immediately to the Housing Authority.
- (C) The family must disclose to the Housing Authority any information they receive from HUD.
- (D) The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.
- (E) Any information supplied by the family must be true and complete.
- (F) The family must not damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- (G) The family is responsible for any Housing Quality Standard breach caused by the family.
- (H) The family must allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.
- (I) The family may not commit any serious or repeated violation and breach of the lease.
- (J) The family must notify the Housing Authority and the Landlord in writing before the family moves out of the unit, or terminates the lease on notice to the Landlord.
- (K) The family must promptly give notice to the Housing Authority a copy of any Landlord eviction notice.
- (L) The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- (M) The composition of the assisted family residing in the unit must be approved by the Housing Authority. The family must promptly inform the Housing Authority of the birth, adoption or court awarded custody of a child. The family must request in writing and receive written approval from the Housing Authority to add any other family member as an occupant of the unit.
- (N) The family must promptly notify the Housing Authority if any family member no longer resides in the unit.

(O) If the Housing Authority has given approval, a foster child or a live in aide may reside in the unit. The Housing Authority will annually request the family to justify and document the necessity for and verify services that the live in aide is providing.

(P) 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 members of the family.

(Q) The family must not sublease or let the unit.

(R) The family must not assign the lease or transfer the unit.

(S) 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 Housing Authority requested information or certification on the purpose of family absences. The family must cooperate with the Housing Authority for this purpose. The family must promptly notify the Housing Authority in writing of absence from the unit.

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

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

(V) The members of the family may not engage in drug-related criminal activity, or violent criminal activity, or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

(W) The members of the family must not use alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

(X) 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 federal, state or local housing assistance program.

(Y) The family must not owe rent and/or other monies to the Housing Authority or to another Housing Authority in connection with Section 8 or Public Housing Assistance.

Family Briefing

All applicants are required to attend a Briefing. The purpose of the Briefing is to:

- Issue your Housing Choice Voucher.
- Provide you with all of the information you need in order to be successful in your search for suitable housing and to maintain good standing while you are on the program.

Briefing Packet

The Briefing Packet contains materials to explain how the program works. It includes:

- A Housing Choice Voucher
- Rules regarding the term of your Voucher
- Explanation of how to request an extension of Voucher term
- Information about maximum rents (fair market rents and payment standards) and utility allowances & Utility Allowance (UA) Schedule.
- A Request for Tenancy Approval (RTA) & Pre-Inspection Checklist
- Sample Lease
- HUD-required HAP contract and Tenancy Addendum
- Lead-based paint information
- HUD booklet "A Good Place to Live"
- Information about portability

Housing Authority Approves Tenancy of Unit

When the Housing Authority receives your RTA, they will determine if the unit size and rent are acceptable and reasonable according to HUD guidelines.

If the RTA and proposed lease are approved, the Housing Authority will make an appointment to inspect the unit.

Most Landlords will ask you to complete an application and will check on your rental history and credit. Landlords can deny you a rental unit if you have a previous history of not fulfilling your obligations under a lease.

Submitting a Request for Tenancy Approval

When you find a housing unit that you want to rent, and the Landlord approves you, the Landlord must complete a Request for Tenancy Approval (RTA) and Pre-Inspection form. Both forms must be submitted to the Housing Authority along with the proposed unsigned lease (if owner using own lease). The lease must be filled out but not signed.

Remember: Your Voucher will expire 90 days from the date you receive it. You need to turn in a Request for Tenancy Approval to the Housing Authority before your Voucher expires.

Once the unit passes the initial inspection, the Housing Authority will prepare the necessary paperwork and your assistance will begin. If the unit does not pass the initial inspection, the Landlord will be given a reasonable time period to correct any items that failed.

Rental assistance cannot begin until the repair items are completed, re-inspected, and approved by the Housing Authority inspector. If the Landlord is unwilling to make the repairs, the Housing Authority will provide you with another Request for Tenancy Approval form.

Contract and Signing Lease

Once the unit passes the inspection and the contract begins, the Housing Authority will enter into a Contract with the Landlord, and you will sign a lease agreement with the Landlord.

Moving In!

- You have signed the lease and paid the security deposit.
- You and the landlord have agreed when you can move in.
- The landlord gives you the keys.
- Call the electric company and the gas or oil company and tell them when to transfer the utilities in your name to the new apartment or house. If you are paying for utilities where you live now, you should also tell the companies when to turn them off there. A security deposit is required if this is the first time you have gotten utilities turned on in your own name.
- Call the telephone company and make an appointment for them to turn on your service in your new home. Be sure they know when to turn off the telephone in your old home.
- Call the cable company and make an appointment to turn on or put in the cable service. Let them know when to turn it off in the place you are living now.
- Go to the post office and fill out a change of address form. They also have postcards you can send to your family and friends to tell them your new address.
- Go to the bank or credit union and change your address.
- Tell the people who mail checks at your job your new address.
- Get boxes, tape and markers and pack up your things. Be sure to write on each box what is inside or what room it should go into.

A new contract cannot begin unless a key receipt for the previous unit has been signed by the owner and submitted to the Housing Authority.

Taking Care of Your Home

Your Tenant Responsibilities

As a tenant you must take care of the unit/house you are renting. Other rules include no loud noises, music or parties. You must respect the rights of other tenants. Suggestions for maintaining and cleaning your unit include, but is not limited to the following:



Floors

If you have carpeting, you should vacuum at least once a week.

If you have wood floors they can be vacuumed too. Every couple of months you should use a special wood cleaner to keep the floors from getting too dirty.

The kitchen and bathroom floors will either have tile or vinyl covering them.

This makes it easy to wipe up anything you spill.

At least once every two weeks you should wash the kitchen and bathroom floors with a mop and disinfectant cleaner.

Cleaning Chart

One of the best ways to keep track of major cleaning jobs is to use a chart or calendar to mark off each time you clean.

	M	Tues	W	Th	F	Sat/Sun	Notes
Date							
Clean bathroom							
Clean kitchen							
Vacuum							
Clean pet litter & bowls							
Take out garbage							
Pay bills							
Recycle							

Lawn and Yard Care

If you have a yard, be sure you keep the grass cut and raked and bushes have to be trimmed. Most people cut the grass about once a week. Paths, doorways and sidewalks should be clear of any trash. If you rent a house, drain pipes and gutters should be kept clear of leaves or anything that can block them. You also have to clear the sidewalk of snow and ice in the winter months.

Trash and Garbage

Keep loose papers and trash off of the balcony or deck. If you keep a bicycle or anything else stored outside be sure to keep it stacked neatly. Don't leave things outside that can blow away. Get a garbage can with a lid and keep it covered so dogs and other animals cannot get into it. Never leave garbage in a paper bag.

Always use a plastic bag and put it in the garbage can. If you recycle, make sure you wash out bottles and cans with soapy water before you put them in the recycling bin.

Balcony and Deck

If the balcony or deck gets any holes or broken rails or other damage check your lease to see who has to pay to have them fixed, you or the landlord.

Doors, walls, cabinets

You want to take pride in your new home by keeping things neat and clean. Keep the paint clean and without scratches around the doors, walls, cabinets, and around windows. It is easy to paint over chips and scratches to make it look like new.

Kitchen

You want to keep your kitchen as clean as possible for your own health and safety. Because you will use it every day, the kitchen will need extra attention to keep it clean. You will need containers with tight fitting lids to store things like pasta, rice, flour, sugar, cereal, raisins, chips and other food you don't keep in the refrigerator. This will keep bugs and mice from getting into your food.

Dishes, pots and pans need to be washed each time you use them. The sink and counter tops need to be washed daily. Get a garbage can with a top and always be sure to keep it closed. Don't leave open garbage in the sink or on the floor. When the can is full take it to the outside garbage can or dumpster as soon as possible.

Your burners and oven must be kept clean and free of grease, food and anything paper or cloth that could catch fire. The stove and oven should be cleaned when you spill or something boils over on them. Stoves have a smooth surface that is easy to wipe off with a cloth and soapy water.

Be sure all the burners and oven are turned off when you are finished cooking. And never leave the house if something is cooking, not even for a minute.

Your refrigerator has to be kept clean too. Keep food covered or in storage bags to keep it fresh and from spilling. Refrigerator shelves have to be washed when they get dirty. Anything you store in the freezer should have a label on it so you know what it is. You can also put the date on it, so you can be sure to use it before it gets too old.

Some refrigerators have to be defrosted. You want to be sure not to let too much ice build up in the freezer. To defrost the freezer you place pots of hot water in it until the frost melts. You may need help doing this. The kitchen floor should be swept or vacuumed too.

If you have a garbage disposal, be sure to use it properly. Run water into the garbage disposal while using.

Never pour grease down the sink. It will harden and stop up the pipe and you will have to pay for the services of a plumber to fix it. A plumber can charge you \$50.00 an hour or more. Pour grease into a coffee can and throw it out with the garbage.

Smoke Detectors

There should be a smoke detector on every level. Smoke detectors make a loud noise if smoke or fire is in your home. Grease on the stove burners, a dirty oven or a pan that has overheated can all cause smoke or fire. Most smoke detectors use batteries to operate. You can tell it is time to put in new batteries when it starts beeping every few seconds. It is always good to keep some fresh batteries on hand. A low battery will also make the smoke detector beep until it is changed.

Bathroom

The next most important room is the bathroom. The sink, bathtub and toilet have to be washed regularly. The toilet also has to be free of objects and wads of paper. Never put pads, tampons, paper towels or food in the toilet or it can become stopped up and overflow. Be sure to keep a plunger nearby to free the toilet if it starts to back up. You can also get what is called a “snake”, a long metal coil that threads through the toilet pipe to clear it. What do you do if this does not work? Call a plumber.

Laundry

If you have a washing machine and dryer in your apartment or house, there are a few things you need to do to keep them working well. Always set the water at the right level for the size of the load you are washing.

If you only have a few pieces of clothing you want to use a smaller amount of water. If it is a full load you want to set the water level on high. And always use the amount of laundry soap recommended on the soap box label. If you use too much soap, the washing machine will overflow.

The most important thing to remember when using the dryer is to clean out the lint trap every time you use it. A clogged lint filter can cause a fire. Also be sure that there is nothing blocking the dryer vent and there should not be any problems.

If something goes wrong with the washer or dryer you need to know if you are responsible for getting it fixed. Your lease will explain who is responsible for these repairs.

Heat and Air Conditioning

Keeping the heat and air conditioning in good working order is important to having a safe and comfortable home. It is necessary to change the filters and have the heat and air conditioning units serviced and maintained. It is your job to be sure you use them in the right way. Read your lease to see who is responsible.

It is important to keep the heat and air conditioning set at the right level by using the thermostat. A comfortable temperature to set the thermostat is usually between 68 and 70 degrees. Remember when the heat or air conditioning is on, the windows and outside doors should be closed. If you heat the house too warmly or set the air conditioning so it is too cool your electric or fuel will cost you much more than normal.

Electricity

Electricity should be used wisely. Use a night light in the bathroom, kitchen and maybe the hallway so you don't have to leave a lamp on late at night to see. You can put a timer on a light in the living room or dining room that will come on at the time you choose such as in the early evening or morning. That way you won't have to walk into a dark house. It will also make people think someone is at home. Keep a supply of light bulbs on hand. When a light burns out, you are responsible for changing it. You must also change the fuses. A fuse (or a circuit breaker) keeps the electricity from overloading and helps prevent fires. If a fuse keeps blowing out, call an electrician or ask for help from the landlord.

Moving to Another Unit After the First Year

If you want to move from one assisted unit to another and continue to receive housing assistance, you must:

1. Give the Landlord and the Housing Authority proper written notice.
2. Make arrangements and have your current unit inspected;
3. Have the Key Receipt form completed by the current landlord; and
4. Complete paperwork with the Housing Authority.

Once you have completed all four steps, and are in good standing, you will receive your Voucher and Request for Tenancy Approval for moving to another unit.

Family Obligations to the Landlord

The family obligations to the Landlord are contained in the lease agreement. Please read it carefully.

Families are obligated to:

Pay the rent on time

Take care of the housing unit

The Landlord is required to make reasonable repairs and provide routine maintenance. However, if a housing unit fails to meet Housing Quality Standards because of the following items, it is the responsibility of the family.

- The family is required to provide any utilities (such as electricity, gas, or water) that are not furnished by the Landlord. If you are responsible to provide utilities, make certain that they remain in service.
- The family is responsible for providing and maintaining any appliance that the Landlord does not furnish, such as a stove or refrigerator.
- The family is responsible for damages to the unit or premises (beyond normal wear and tear) that are caused by any family member or guest.

If the unit does not meet Housing Quality Standards and the deficiencies are not corrected within the time period set by the Housing Authority, the Housing Authority will discontinue assistance payments to the Landlord. Also, your participation in the Housing Choice Voucher Program would terminate.

If you are not sure of a lease requirement, ask the Landlord!

Family Rent Payments to Landlord

When you sign a lease with a landlord, you are obligated to pay your share of the rent on the first of each month in accordance with your lease. If you fail to pay your rent, you will be subject to eviction by the landlord. Serious and repeated violations of the lease may also result in the termination of housing assistance. Remember, the lease that you sign is a legal contract, and both parties must comply with their obligations.

Payment Changes

When a change in your income occurs, contact your Housing Assistant immediately for further instructions. When your income changes, your payment and the Housing Authority's payment to the Landlord may change. Both you and the Landlord will be given a written notice on any change in HAP payment.

No Additional Payments

It is illegal for you to make additional rental payments to the landlord that is higher than the family Rent to Landlord. The Housing Authority must approve all separate agreements for additional payments between the Landlord and family.

Annual Re-certifications

HUD requires that all families be re-certified annually. You will receive a letter from the Housing Authority advising you when you are due to be re-certified. An appointment will be scheduled or a packet mailed to review your household income and composition. You will receive your recertification letter by mail.

The Housing Authority is also required to inspect your housing unit annually. You will be notified by letter of the date of the inspection. It is your responsibility to be home or make sure that an adult (at least 18 years old) is there to allow the inspector to enter the premises. Again, we are counting on your cooperation so that there will not be any interruptions in your housing assistance.

Sufficient Income

If your family has an increase in income that causes your share of the rent to equal or exceed the amount of the total rent, the Housing Assistance Payment from the Housing Authority to the landlord will be reduced to zero. However, if your family remains in the unit, and you have a reduction of income and become eligible for assistance within 180 calendar days from the last HAP payment, the Housing Authority will resume payments to the Landlord based on the new amount of the family's income.

Program Integrity

The Department of HUD determines the amount of funding that is available for rental assistance in each community. It is important to ensure that the funds are used to assist only those families who are eligible. The reason Housing Authority has waiting lists is that there isn't enough funding to assist all of the families who apply.

The Housing Authority assumes that the information provided by families is complete and accurate but occasionally we find that it is not.

Making false statements and providing false information are serious violations of program rules as well as violations of State and Federal Criminal Laws.

Please be aware that if families provide false information or documents:

They will be subject to denial or termination of assistance.

They will be required to repay any amounts that were paid by the Housing Authority.

If it is determined that these actions are intentional, the family may be subject to criminal penalties under State or Federal Law.

If you are not sure about the rules or procedures, please contact your Housing Assistant to get the correct information. No one should be evicted or lose their assistance unnecessarily.

The Most Common Program Violations

Most families who are selected for the program comply with the rules, but occasionally some do not. It is always unpleasant when someone violates the rules and penalties are required. To prevent families from embarrassment and hardship, the program rules need to be thoroughly understood. The most common violations are listed below.

Unauthorized Household Members

The persons you list on your application and are approved by the Housing Authority are the only persons who may reside in your housing unit.

If you permit anyone who has not been approved by the Housing Authority and the landlord to reside in your unit, it is a violation of your Family Obligations, and it could result in the loss of your housing assistance. Contact your Housing Specialist and the landlord before you allow someone to move into your unit.

Under-Reporting Income

When the Housing Authority interviews you, you will be asked to report all income received by everyone in your household.

Subleasing the Unit

When the Housing Authority approves a unit for your family, it is for your family only. It is illegal for any family on the program to lease all or part of their unit to anyone.

Reporting Changes

Any changes in income and household composition must be reported to your Housing Assistant.



Denial or Termination of Assistance

- A family's housing assistance may be denied or terminated if:
- The family violates a Family Obligation.
- Any member of the family has ever been evicted from federally assisted housing in the last five years.
- A Housing Authority has ever terminated assistance under the Housing Choice Voucher Program for any member of the family.
- Any member of the family commits fraud, bribery or any other corrupt act in connection with any federal housing program.
- Any member of the family commits drug-related criminal activity or violent criminal activity.
- Any family member is illegally using a controlled substance.
- Any family member's abuse of alcohol interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
- The family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or any housing assistance program under the 1937 Housing Act.
- A family participating in the FSS program fails to comply, without good cause, with the family's Contract of Participation.
- The family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- The Housing Authority must permanently deny eligibility or terminate the assistance of any person convicted of manufacturing or producing methamphetamine, commonly referred to as "speed" or anyone who is subject to sex-offender registration requirements.

Withdrawals

Occasionally, families who have been certified eligible to participate in the Section 8 Voucher program decline initial program participation or choose to withdraw from the program after receiving assistance. Keep in mind that if you withdraw from participating in the program, you will have to reapply if you happen to need assistance again in the future.

Hearings

It is important to the Housing Authority that families are provided all rights and protections under the law and HUD regulations. It is suggested that you seek an explanation from a Housing Assistant before you request a hearing; it may be a matter of misunderstanding that can be resolved easily. A family may request a hearing to consider whether the following Housing Authority decisions or determinations pertaining to the family are in accordance with the law, HUD regulations and Housing Authority policies:

- Determination of the family's annual or adjusted income used to compute the Housing Assistance Payment.
- Determination of the appropriate utility allowance from the Housing Authority's utility allowance schedule.
- Determination of the family unit size under the Housing Authority subsidy standards.
- Decision to terminate housing assistance because of the family's action or failure to act, including absence from the assisted unit for longer than the maximum period permitted.

If a family does request a hearing, one will be scheduled promptly and the family will be notified by mail in writing of the date, time and location of the hearing. Families may bring legal counsel, witnesses, and evidence to the hearing.

Upon request, the family may also obtain copies of any documents or evidence upon which the Housing Authority's action or inaction is based, prior to the hearing and at the family's expense. The family will also be required to provide to the Housing Authority, prior to the hearing, copies of any documents or evidence it plans to use at the hearing.

A Final Note

Information and cooperation are two key ingredients to achieving decent, safe, and affordable housing.

Family Self-Sufficiency (FSS) Program

The Family Self-Sufficiency Program (FSS) is one of the initiatives under the Homeownership and Opportunity for People Everywhere (HOPE) program enacted in 1990 by the U.S. Department of Housing and Urban Development.

FSS offers a financial incentive to families through the establishment of an escrow account, which becomes available to the family upon successful completion of their Contract of Participation.

Families who volunteer to participation are oriented, evaluated, and enter in to a Contract of Participation with the Housing Authority. This Contract is geared to meet the families' need for services. It also spells out the goals and objectives, which the family must fulfill during the contract term.

The Contract of Participation is for five (5) years.

The family continues to pay its share of rent to the Landlord in accordance to their income. The Housing Authority will compute and credit any escrow to which the family is entitled.

Upon successful completion of the contract, the Housing Authority disburses the amount, which has been escrowed to the family.

Family Self-Sufficiency Program Fact Sheet

What is the Family Self-Sufficiency (FSS) Program?

The FSS is a program that combines current Section 8 assistance with available services to help individuals and families become independent. The purpose of the FSS Program is to improve the quality of life of individuals and families receiving Section 8 assistance and help them become free of government aid, like Transitional Assistance to Needy Families (TANF). How does the FSS Program Work?

Families interested in the FSS program meet with an FSS Coordinator, and together they develop a 5 (five) year Action Plan for independence.

The Action Plan includes: A final goal, smaller interim "goals" that are the steps you will take to reach the final goal, and a list of services needed to complete both the interim and final goals.

The FSS participant has the opportunity to change (amend) their goals within the 5 year period as long as the individual can complete their goals within the time frame.

The participants sign an agreement (Contract of Participation; COP) to: Utilize the services necessary to reach their goals, meet all of the obligations of the FSS program, and complete their Action Plan.

The FSS Coordinator helps participants to reach their goals: helping clients to find and use needed services, meet with participants regularly to update and make needed changes on their Plan.

If and when the client's earned income increases through paid employment, the FSS participant will be able to open an escrow account (a non-taxable, interest bearing) savings account at the Wakefield Housing Authority. Monthly deposits into this account determined by individual calculations performed by the Section 8 Department. FSS participants will receive the escrow funds when they successfully reach all the goals in their Contract of Participation (COP).

Whatever money is accumulated in the escrow account, will go to the FSS participant as long as he/she is suitably employed for one calendar year prior to their contract expiration date, has not received any government aid (cash grant) within 1 (one) year of the contract expiration date and has completed all of the goals that are in the Contract of Participation.

What are the advantages of the Family Self-Sufficiency Program? Participants have a coordinated and focused plan for achieving independence, clients have an FSS Coordinator who can help them find needed services to help them achieve success, and participants have the ability to saving money for the future through increases in their earned income.

How can find out more about the FSS Program: Call Beth Greenberg, Family Self-Sufficiency Coordinator, at (781) 245-7328 extension 26.

Portability

One of the great features of the rental assistance program is that your assistance “moves” with you. You can use your assistance to move anywhere in the United States. The HUD term for the ability to move outside your Housing Authority’s jurisdiction with rental assistance is portability. The Housing Authority may limit moves under portability.

If you are not a county resident, but received a Voucher because you are working in the county, you will have to live in Contra Costa for the first year.

Facts about Portability You Should Know

- The Housing Authority where you want to move may have different rules, policies and deadlines.
- There may be a different payment standard.
- The new Housing Authority will probably have different utility allowances that will affect the amount you pay for rent.
- A different size Voucher may be issued to you.
- When you are first issued a Voucher, you are always subject to the income limits of the Housing Authority where you want to live.

Portability and FSS

If you are participating in a Family Self-Sufficiency (FSS) program, make sure that you discuss moving with the Housing Services Counselor. If you cannot fulfill your FSS obligations in the new location, your FSS contract may be terminated and you may lose your escrow balance, if you have one.

Glossary of Housing Choice Voucher Program Terms

Admission: Admission is the effective date of a resident's lease in a public housing program or the execution date of a resident's HAP Contract in a tenant-based program.

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

Applicant: A family that has applied for admission to a housing program but has not yet been admitted to the program.

As - Paid States: States where a welfare agency adjusts the shelter and utility component of welfare grant in accordance with actual housing costs.

Child Care Expenses: Amounts paid by a family for the care of minors under age 13 if such care is necessary to enable a family member to be employed, to further his/her education, or to seek employment.

Co-Head: An individual in a household who is equally responsible for the lease with the Head of Household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent.

Contract Rent : See Rent to owner.

Covered Families: Statutory term for families that are required to participate in a welfare agency economic self-sufficiency program and that may be subject to a welfare benefit sanction for noncompliance with this obligation.

Dependent : A member of a family (excluding the family head, spouse, and any foster children) who is under 18 years.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities, two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See Person with Disabilities.

Displaced Person: A person who has been displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

Drug Trafficking : The illegal manufacture, sale, or distribution of a controlled substance or the possession of such a substance with intent to manufacture, sell, or distribute it.

Economic Self -Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families, including job training, employment counseling, work placement, basic skills training, general

education, English proficiency training, Workfare, financial or household management training, apprenticeships, and other programs necessary to prepare people to work (such as treatment for drug abuse or mental health treatment).

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Excess Medical Expenses: Any Non-reimbursable medical expenses incurred by an elderly family in excess of 3% of the family's Annual Income.

Extremely Low Income Family: A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Fair Market Rent (FMR): The amount that must be paid in a given area to rent existing, privately owned housing of a modest nature, with suitable amenities, and in decent, safe, and sanitary condition. HUD establishes FMRs. They vary by unit size as well as by housing market area and include the cost of all utilities except phone.

Live-in Aide: A person who resides with an elderly or disabled person and who (a) is determined by a Housing Authority to be essential to the care and well being of the person and (b) is not obligated for support of the person and, (c) would not be living in the unit except to provide necessary supportive services.

Family Rent to Landlord: Rent to Landlord minus the Housing Assistance Payment.

Family Share: The portion of rent and utilities paid by a family.

Family Self-Sufficiency Program (FSS): A program developed by PHA to promote the self-sufficiency of assisted families, including the provision of supportive services.

Foster Childcare Payment: Payment to eligible households by state, local, or private agencies appointed by the State to administer the care of foster children.

Full-Time Student : A person who is carrying a subject load considered full time for day students under the standards and practices of the educational institution school offering a diploma or institution offering a college degree.

Gross Rent: The sum of the rent to Landlord plus any utility allowance. If there are no tenant paid utilities, the rent to Landlord equals the Gross Rent.

Head of Household: The person who assumes legal and financial responsibility for a household and is listed on a housing application as its head.

Housing Assistance Payment: The monthly assistance payment by a PHA, which includes: (1) A payment to the Landlord for rent to the Landlord under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the Rent to Landlord.

Housing Choice Voucher: A document issued by a PHA to a family selected for admission to the Section 8 Housing Choice Voucher Program. The voucher describes the program and the procedures for PHA approval of a unit selected by the family.

Housing Quality Standards : The: Total medical minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

HUD: The Department of Housing and Urban Development or its designee.

Imputed Asset: An asset disposed of for less than Fair Market Value during two years preceding certification or re-certification.

Imputed Income : The HUD passbook rate times the total cash value of assets when assets exceed \$5,000.

Imputed Welfare Income : An amount of Annual Income that is not actually received by a family as a result of a specified welfare benefit reduction but is included in the family's Annual Income and is therefore reflected in the family's rental contribution.

Landlord: Either the legal Owner/Property Manager of a property or the Owner/Property Manager's designated representative or managing agent.

Lease: A written agreement between a Landlord and an eligible family for the leasing of a housing unit.

Lease Addendum: See Tenancy Addendum.

Low Income Family: A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Medical Expenses: expenses that are anticipated during the period for which Annual Income is computed and are not covered by insurance. (Only elderly families or disabled families qualify.)

Landlord Orientation: A meeting with a Housing Authority representative for the purpose of learning the rules and procedures for participating as an Owner/Property Manager in the Section 8 Program.

Landlord: Any person or entity with the legal right to lease or sublease a unit to a participant.

Payment Standard: The maximum subsidy payment for a family under the Voucher Program. The PHA sets a Payment Standard between 90% and 110% of the current HUD-published FMR.

Person with Disabilities: A person who has a disability as defined in 42 U.S.C. 423 or 42 U.S.C. 6001. A person who has a physical or mental impairment expected to be of long and indefinite duration.

Portability: The ability of a family to move with its Section 8 tenant-based assistance from the jurisdiction of one HOUSING AUTHORITY to that of another.

Premises: The building or complex in which a dwelling unit is located, including common areas and grounds.

Public Housing Authority (PHA): Same as Housing Authority. Any state, county, municipality, or other governmental entity or public body that is authorized to engage or assist in the development or operation of housing for low- income families.

Public Assistance: Welfare or other payments to families or individuals that are based on need and are made under programs funded separately or jointly by federal, state, or local governments.

Reasonable Rent : A Rent to Landlord that is not more than either:

- (1) the rent charged for comparable units in the private unassisted market or
- (2) the rent charged by the Landlord for a comparable unassisted unit in the building or one the premises.

Security Deposit: A dollar amount that can be collected from a family by a Landlord and used for amounts owed under a lease according to State/local law.

Specified Welfare Benefit Reduction: A reduction of welfare benefits (for a covered family) that may not result in a reduction of a family's rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self -sufficiency program.

Spouse: The marriage partner of a Head of Household.

Subsidy Standards : Standards established by a Housing Authority to appropriate subsidy for families of different sizes and composition.

Tenancy Addendum: A HUD designed addition to a Landlord's lease that includes, word for word, all HUD required language.

Tenant (or Resident): The person who executes a lease as lessee of a dwelling unit.

Tenant Rent : The amount payable monthly by a family as rent to a PHA in a public housing program or to an Landlord in a Section 8 program.

Unit (or Housing Unit): Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit.

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: See Housing Choice Voucher.

Voucher Program: See Housing Choice Voucher Program.

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

A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

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

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

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

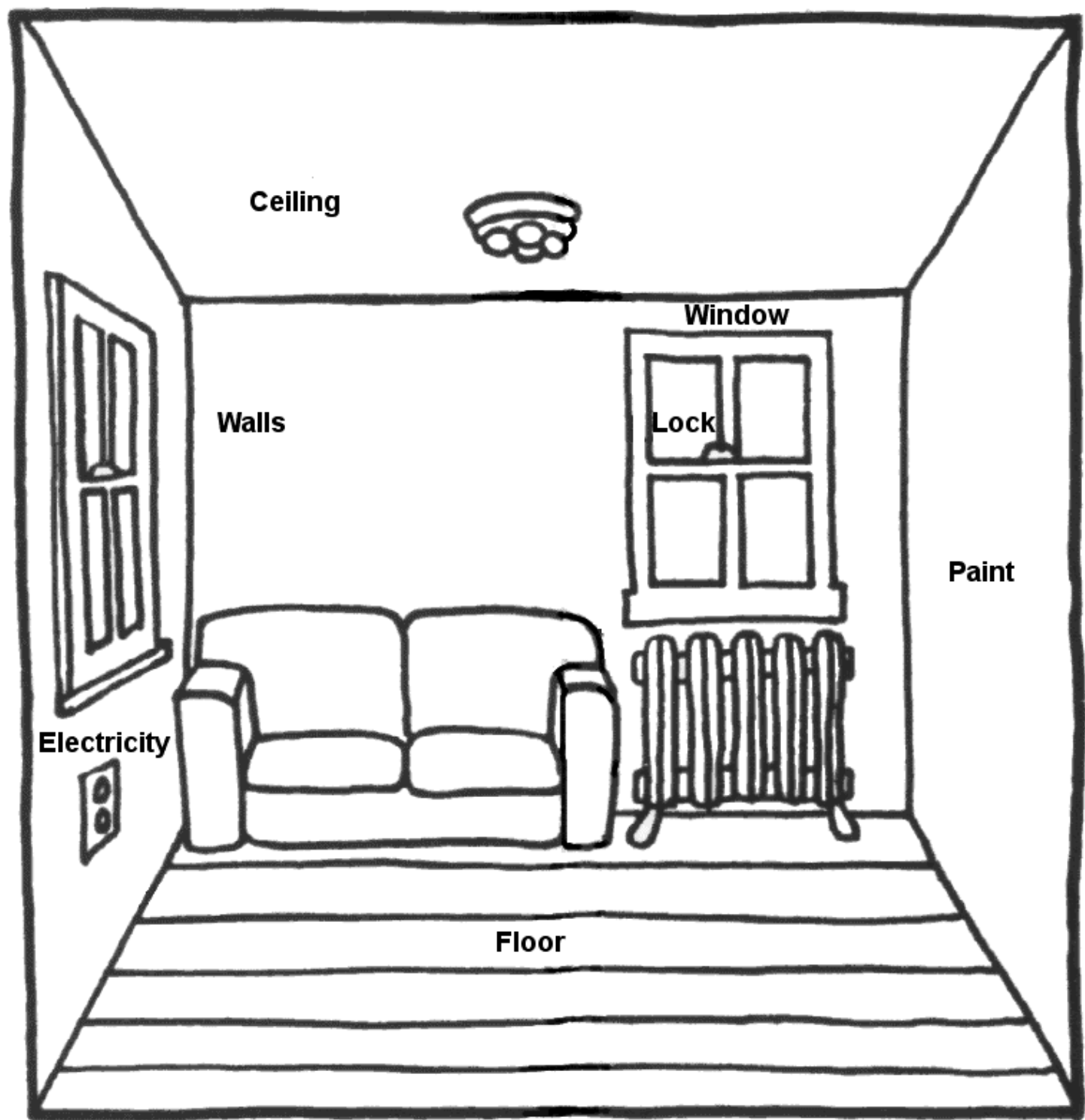
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

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

You should also think about:

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



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

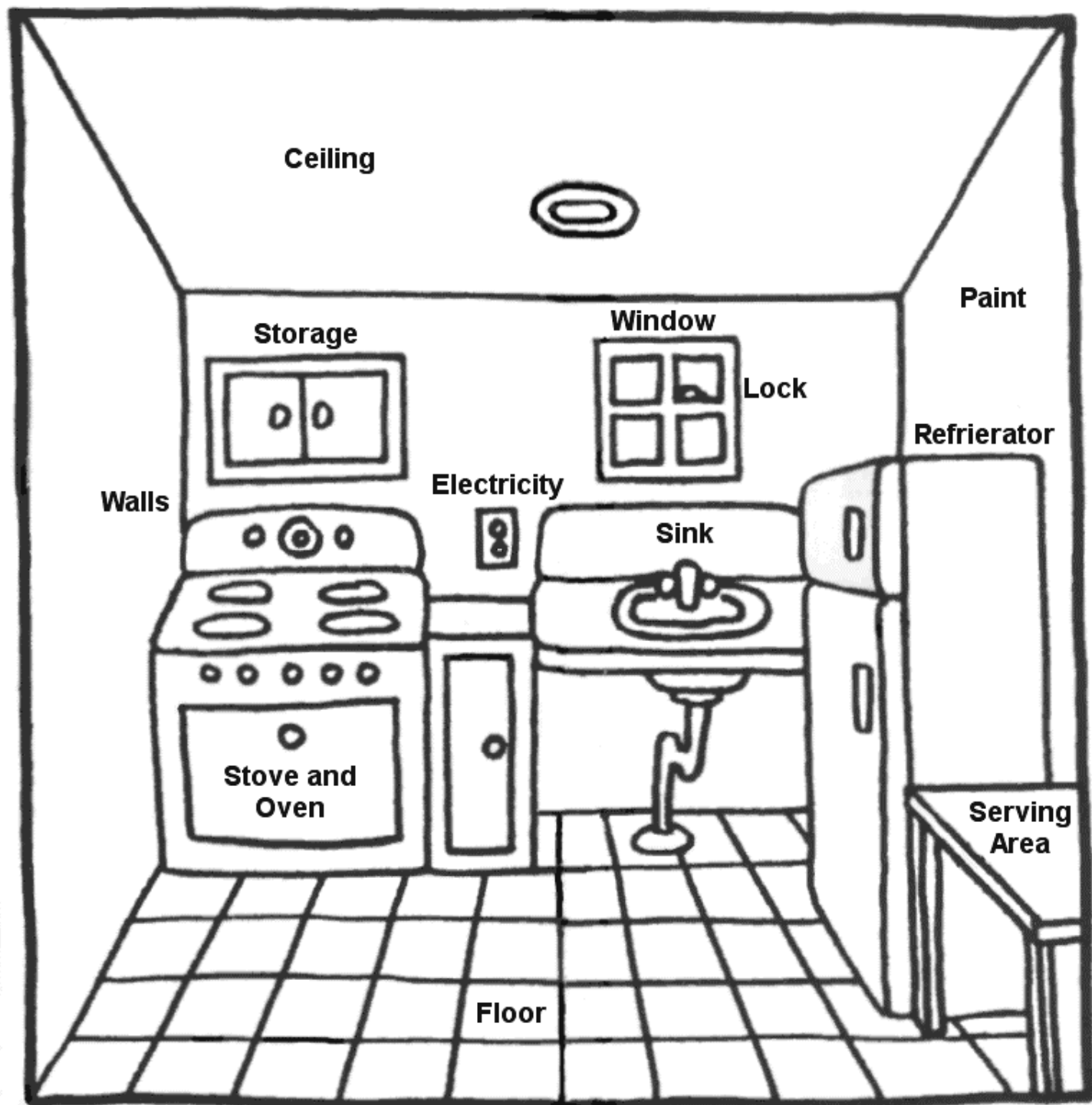
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

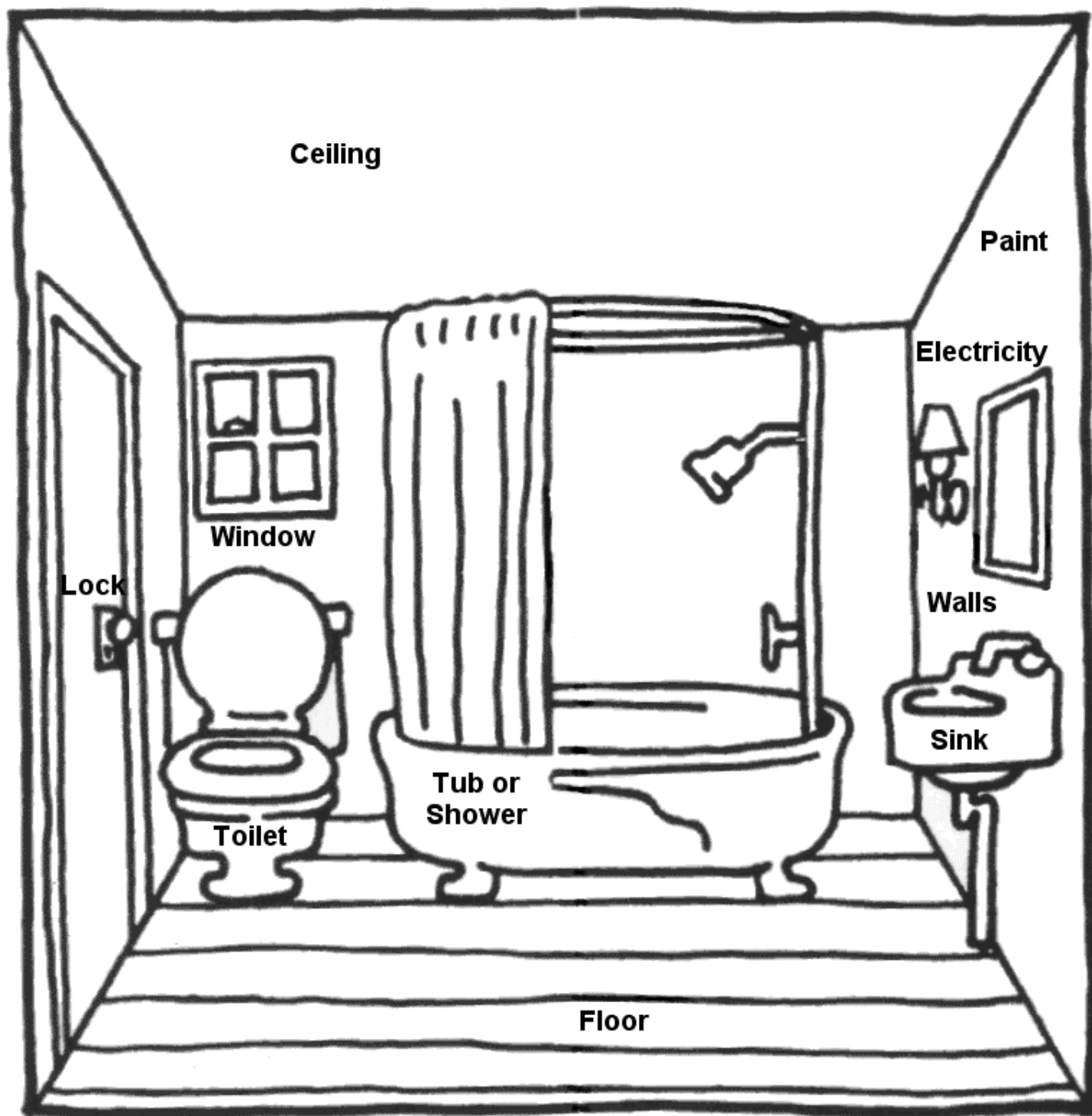
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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



4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

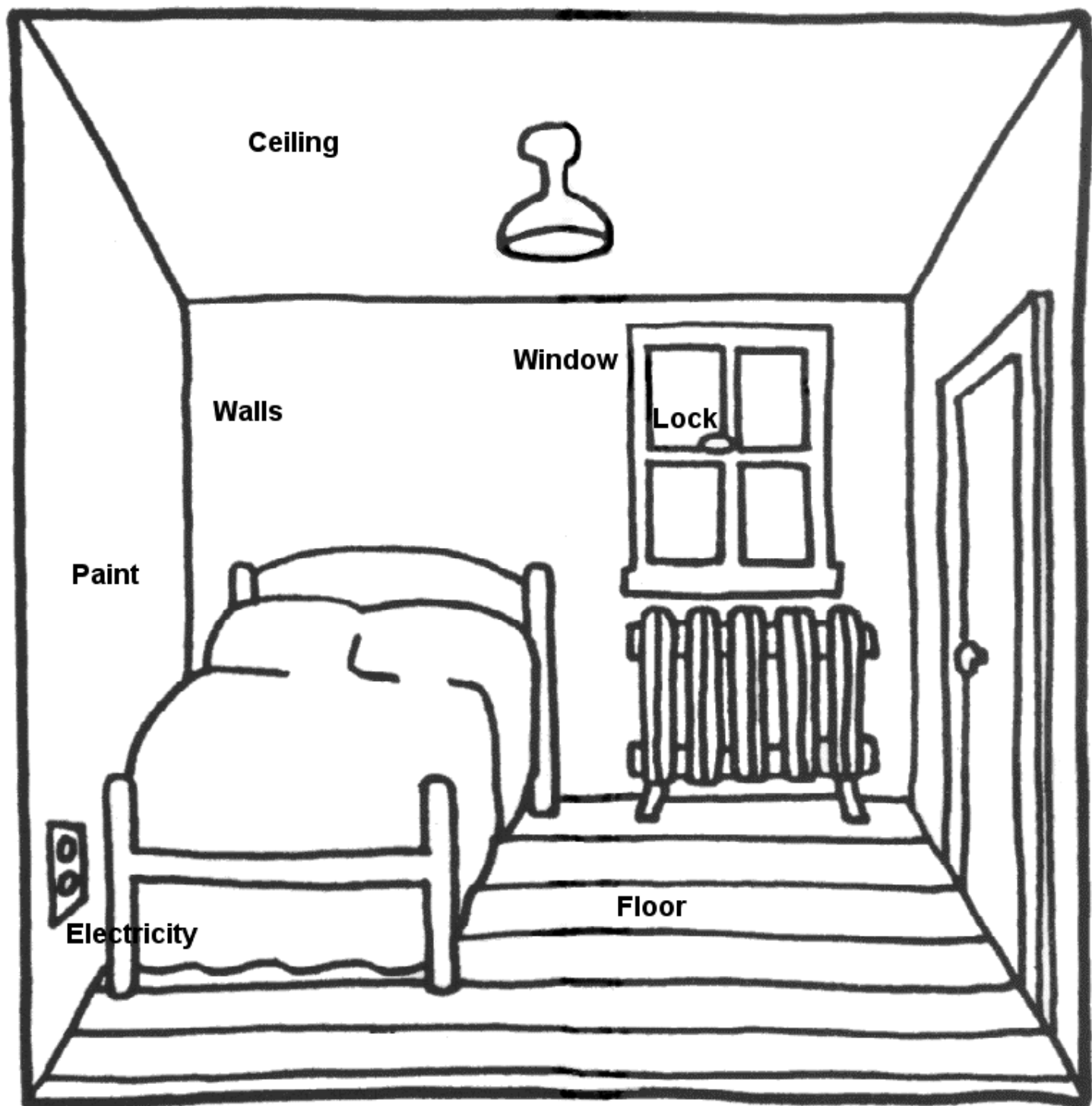
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

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

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

You should also think about:

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



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

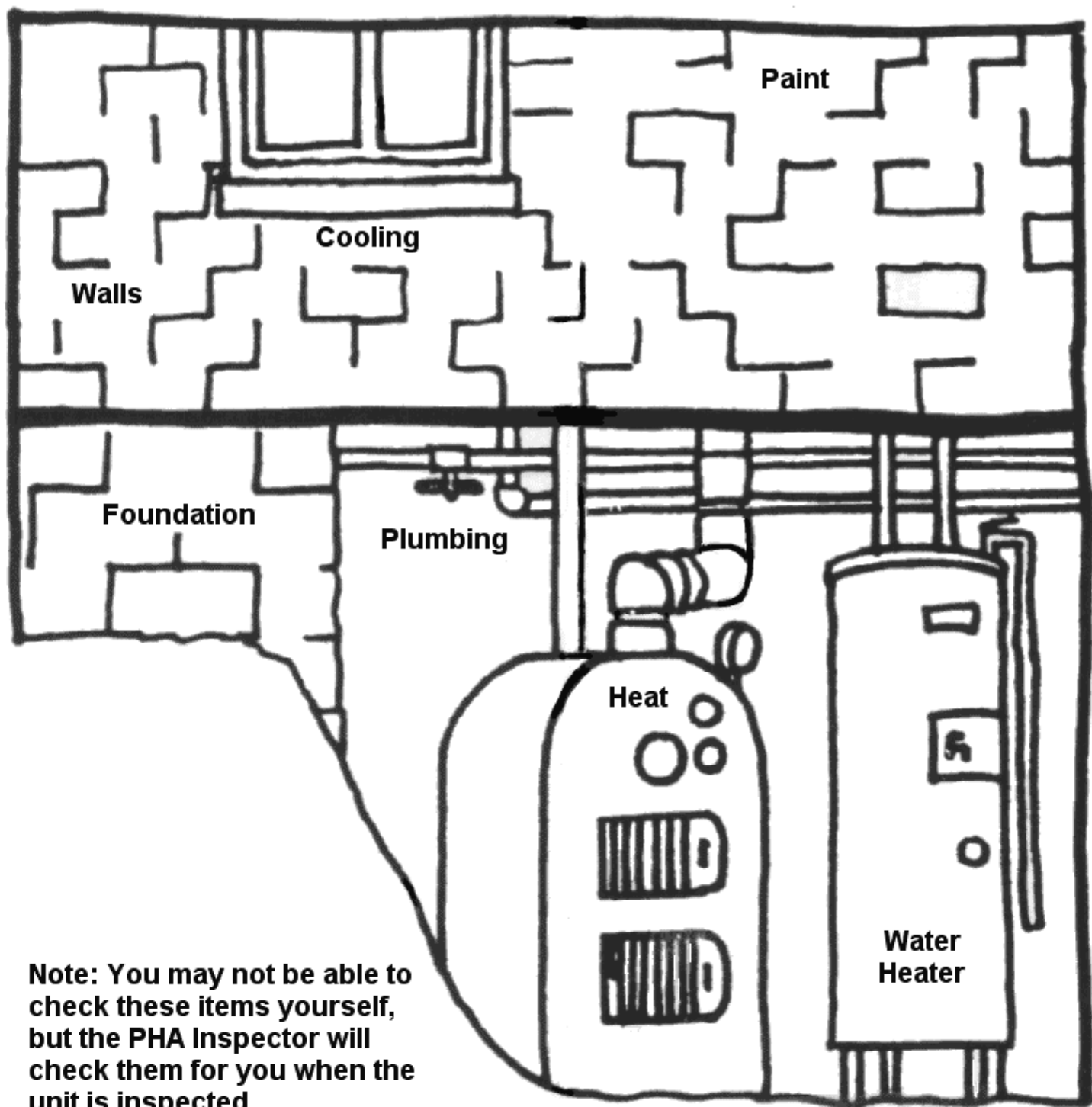
Heat

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

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

You should also think about:

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



6. Health and Safety

The Building and Site must have:

Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

Pollution

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

Rodents and Vermin

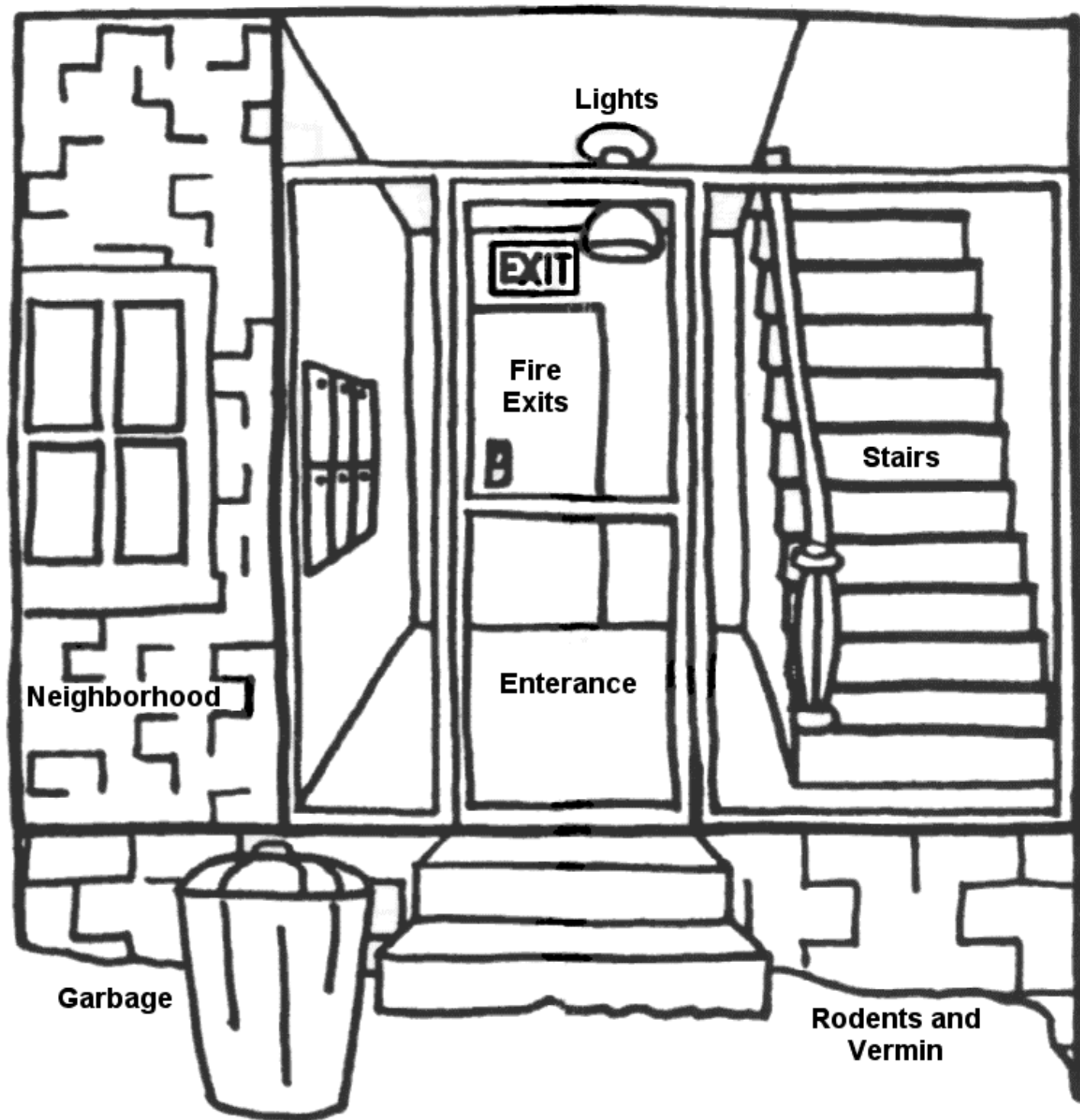
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

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

You should also think about:

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



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

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

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

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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

Simple Steps To Protect Your Family From Lead Hazards

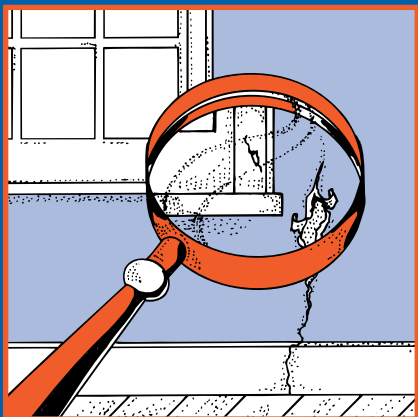
If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



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



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



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

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

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

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

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

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

People can get lead in their body if they:

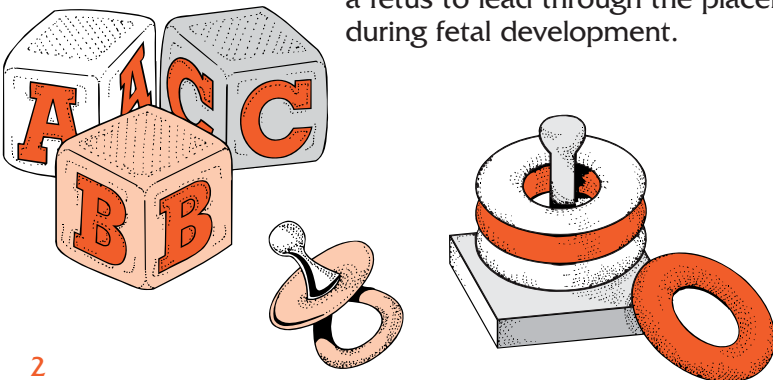
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

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

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

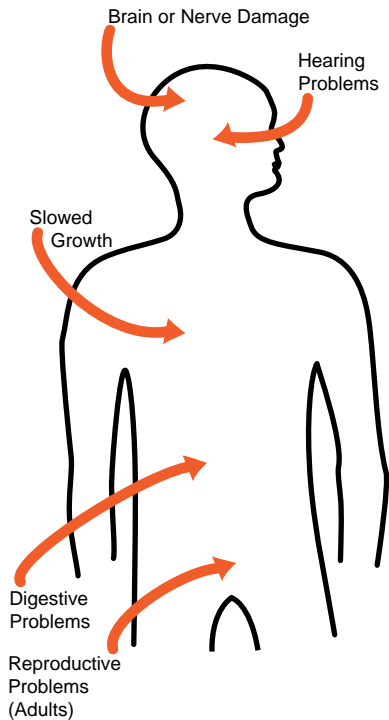
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

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

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

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

Checking Your Family for Lead

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

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

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

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

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

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

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

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

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



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

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

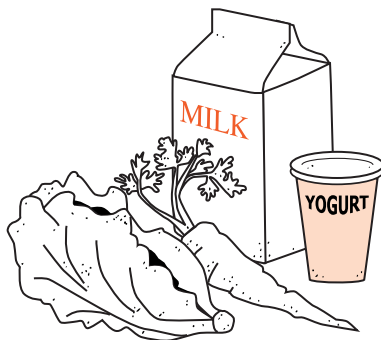
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

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



Reducing Lead Hazards In The Home

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

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



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

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

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

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

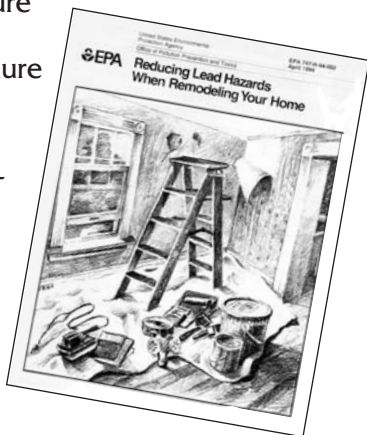
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

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

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



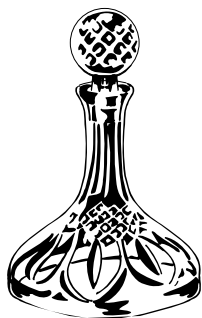
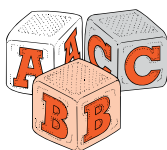
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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

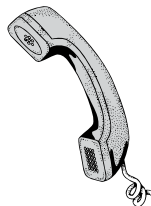


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.



EPA's Safe Drinking Water Hotline

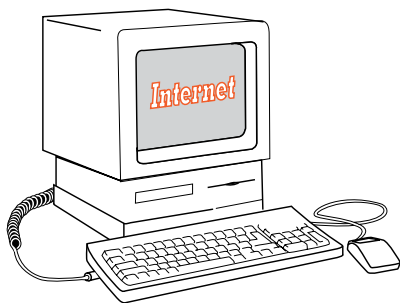
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.

Health and Environmental Agencies

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



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

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

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

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

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

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

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

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

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

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

CPSC Regional Offices

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

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

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

U.S. Department of Housing and Urban Development

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

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

January 2010

**The information in this brochure
pertains to:**

Applicants and participants of the following HUD –
PIH rental assistance programs:

1. Public Housing (24 CFR 960)
2. Section 8 Housing Choice Voucher (HCV),
including Disaster Housing Assistance
Program (DHAP) (24 CFR 982)
3. Section 8 Moderate Rehabilitation
(24 CFR 882)
4. Project Based Voucher (24 CFR 983)

**This brochure was provided to you
by the below-listed PHA:**

**I hereby acknowledge that I received
a copy of this brochure from the PHA
and that I have read this brochure.**

Signature

Printed Name

Date: _____



**Enterprise Income
Verification (EIV)
System**

***What You should Know
About EIV***



What is EIV?

The EIV system is a web-based computer system, which contains employment and income information of individuals (including you) 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 the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS).

Below is a summary of the income information contained in the EIV System, the originator of the data and the source who provides HUD with this data.

Income Type	Originator of Information	Source
Wages	Employer	HHS
Unemployment Benefits	State Workforce Agency	HHS
Social Security Benefits: <ul style="list-style-type: none">• Social Security (SS)• Supplemental Security Income (SSI)	SSA	SSA

Additional Information in EIV

Data collected from your local PHA is also compared to SSA databases to confirm your personal identifiers (**Name, DOB, and SSN**) as reported by you to your local PHA. This is HUD's process to confirm your identity and ensure that the SSN, name, and date of birth (DOB) match SSA's records. EIV displays the results of your identity verification status as Pending, Verified, Failed, or Deceased.

Debts Owed to PHAs & Termination Information. The following information is collected once your participation in a PIH rental housing program has ended or you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent or other charges); and
2. Whether or not you have entered and/or defaulted on a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have filed for bankruptcy; and
4. The negative reason for your end of participation in the rental housing program (for example: abandoned unit, fraud, criminal activity, failure to comply with lease or program requirements, etc.).

Multiple Rental Subsidies. Data collected from your local PHA is compared to HUD's various data systems to determine if you are receiving multiple rental assistance or participating in more than one HUD Rental Assistance Program. If you are receiving multiple rental assistance, EIV will display the addresses of each subsidized unit you are listed as a resident.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by the PHA) before, during, and after your admission to the program, interim and annual reexamination of family income for the following purposes:

1. Verifying your reported income sources and amounts.
2. Confirming your name, DOB, and SSN with SSA.
3. Confirming your participation in only one HUD rental assistance program.
4. Following 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 assistance at another address. EIV will also alert PHAs if you owe an outstanding debt to any PHA and if you were voluntarily or involuntarily terminated from the Public Housing or Section program. This information is used to determine your eligibility for assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), PHAs, and auditors to monitor compliance with HUD rules by your Family and the PHA.

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're 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.

Note: If you or your adult household members refuse to sign 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:

1. Disclose your complete and accurate: full name, SSN, and DOB; and
2. Report complete and accurate income information; and
3. Certify that your reported household income and expense information is true to the best of your knowledge.

What are the penalties for providing false information?

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

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

- Eviction
- Termination of assistance
- Repayment of overpaid rental assistance or underpaid tenant rent contribution.
- Fines up to \$10,000
- Imprisonment for up to 5 yrs
- Prohibited from receiving any future HUD rental assistance for a period of up to 10yrs
- State and Local government penalties

Protect yourself, follow HUD reporting requirements

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

- Income from wages
- Welfare payments
- Unemployment benefits
- Social Security (SS) or Supplemental Security
- Income (SSI) benefits

- Veteran benefits
- Pensions, retirement, etc.
- Income from assets
- Monies received on behalf of a child such as:
 - Child support
 - AFDC payments
 - Social security for children, etc.

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 or originator of EIV information may make an error when submitting or reporting information about you. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Employment and wage information reported in EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA), who in turn, reports the information to HHS' National Directory of New Hires (NDNH) database. If a participant of a HUD rental assistance program disputes this information, he or she should contact the employer directly in writing to dispute the employment and/or wage information and request that the employer correct erroneous information. If employer resolution is not possible, the program participant should contact the local SWA for assistance.

Unemployment benefit information reported in EIV originates from the local State Workforce Agency (SWA). If a participant of HUD rental assistance disputes this information, he or she should contact the SWA directly, in writing to dispute the unemployment benefit information, and request that the SWA correct erroneous information.

SS and SSI benefit information reported in EIV originates from the SSA. If a participant of a HUD rental assistance program disputes this information, he or she should contact the SSA at (800) 772-1213, or visit your local SSA

office. SSA office information is available in the government pages of your local telephone directory or online at <http://www.socialsecurity.gov>.

Debts owed to PHAs and termination information reported in EIV originates from the PHA. If a current or former participant of a HUD rental assistance program disputes this information, he or she should contact the PHA directly in writing to dispute this information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes more than one person may use your SSN, either on purpose or by accident. SSA does not require you to report a lost or stolen SSN card, and reporting a lost or stolen SSN card to SSA will not prevent the misuse of your SSN. However, a person using your SSN can get other personal information about you and apply for credit in your name. 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 1-800-772-1213); file an identity theft complaint with the Federal Trade Commission (call FTC at 1-877-438-4338, or you may visit their website at: <http://www.ftc.gov/bcp/edu/microsites/idtheft/>); and you should also monitor your credit reports with the three national credit reporting agencies (Equifax, Transunion, and Experian).

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 or you may 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>.

SAMPLE Lease Agreement

1. **Parties and Premises:** _____ ("landlord" or "lessor") hereby leases the unit located at _____, Wakefield, MA, 01880 ("dwelling unit" or "rented premises") to _____ ("tenant" or "lessee"). The tenant's household also consists of the following family members: _____, solely (household members" or "lessees"). The unit shall only be occupied by the household members named herein unless the landlord provides prior written approval, which may be withheld.

2. **Term:** The initial term of this lease shall be one (1) year, beginning on **October 15, 2018 and ending on October 31, 2019** Following the initial term of one (1) year, this lease shall be renewed automatically under the terms and conditions stated herein. However, after the initial one (1) year term, the term of the extended tenancy shall become a month to month tenancy. Thirty (30) day written notice prior to the last day of the initial term or any extended term shall be sufficient notice to terminate said tenancy.

3. **Rent:** The contract rent for the unit is \$_____ per month, due and payable on or before the 1st day of every month. This rent includes the following utilities and services: Natural Gas heat, Natural Gas water heating, Natural Gas cooking, other electric, water, sewer, trash collection, refrigerator and range. (Tenant Initial Here _____)

4. **Security Deposit:** Landlord acknowledges receipt of _____
To be held by the lessor during the term hereof: or any extension or renewal, as security deposit.
In the event that the lessor has taken a Security Deposit, the lessee is advised that the landlord must hold the security deposit in a separate interest bearing account, and give the tenant a receipt and notice of the bank account and number; that the lessor must pay interest, at the end of each year of the tenancy, if the security deposit is held for one year or longer from the commencement of the tenancy; that the landlord must submit to the tenant a separate written statement of the present condition of the premises, as required by law, and that, if the lessee disagrees with the lessor's statement of condition, he/she must attach a separate list of any damage existing in the premises and return the statement to the lessor or the lessor's agent; and that the lessor must, within 30 days after the end of the tenancy, return to the tenant the security deposit, with interest, less lawful deductions as provided in the security deposit law, G. L. Ch. 185, Sec. 15B; that if the landlord deducts for damage to the premises, the landlord shall provide to the tenant, an itemized list of such damage, and written evidence indicating the actual or estimated cost of repairs necessary to correct such damage; that no amount shall be deducted from the security deposit for any damage which was listed in the separate list submitted by the tenant and signed by the landlord or his/her agent; that if the landlord transfers the tenants dwelling unit, the landlord shall transfer the security deposit, with any accrued interest, to the landlord's successor in title for the benefit of the tenant. This security deposit is not prepaid rent and damages are not limited to the amount of said security deposit.

5. **Maintenance:** The landlord shall maintain the building containing the rented premises, and the rented premises, in accordance with the law and the State Sanitary code, maintaining the apartment to exclude wind, rain and snow, to be rodent proof, weather tight and free from

chronic dampness, and in good repair and in every way fit for residential purposes. The landlord shall be responsible to maintain all landlord installed equipment. For maintenance, if other than the lessor, please contact:(Name) _____ (Tel)_____The tenant shall be responsible for maintaining in a clean and sanitary condition and free of garbage, rubbish, other filth or cause of sickness, that part of the dwelling which tenant exclusively occupies or controls. The tenant shall not change or add locks, paint, wallpaper, improve, construct, remodel or otherwise alter the dwelling unit or any part of the landlord's property without the landlord's prior written consent, which may be withheld. The tenant acknowledges the premises to be in good condition at the commencement of the tenancy, with no damage or disrepair except:_____

The tenant shall immediately notify the landlord, or the landlord's agent, in writing, of any condition in need of repair arising subsequent to the occupancy, and shall grant the landlord or his/her agent and contractors, such reasonable access as may be needed to repair. The tenant shall be responsible for such damages and repairs to the tenant's and their invitee's property as are caused by the tenant or their pets, guests and invitees. During the time of occupancy the tenant shall not create any violation of local, State or federal law, by-law, or regulation in either their conduct, nor their pets, guests, or invitees conduct, or in the condition of the rented premises, and shall reasonably cooperate with the landlord and the landlord's agents, in allowing the repair/improvement, and maintenance efforts of the landlord in relation to the dwelling unit and all common interior/exterior areas owned by the landlord. Furthermore, the tenant shall not interfere with the quiet enjoyment of neighbors in proximity to the dwelling unit.

6. Landlord's Right of Access: The landlord, and the landlords agents, shall be entitled to such access throughout the building of which the rented premises are a part, including the dwelling unit (a) To inspect the rented premises, to make repairs thereto, to show the premises to a prospective tenant, purchaser, mortgagee or its agents; (b) Within the last thirty days of the tenancy, or after either party has given notice to the other of intention to terminate the tenancy, to inspect the premises for the purpose of determining the amount of damage, if any, to the premises which would be cause for deduction from any security deposit held by the landlord; (c) If the premises appear to have been abandoned by the tenant; (d) In accordance with court order. Except in the event of an emergency, landlord shall provide the tenant with reasonable advance notice of the intention to enter the unit.

7. Pets: Pets are not allowed unless permission is granted by the landlord in writing. Permission may be withheld. However, the landlord acknowledges that he/ she will take into consideration whether the request for such pet is a reasonable accommodation to a disabled tenant.

8. Breach of Agreement: (a) Nonpayment of rent. Upon the tenant's neglect or refusal to pay the rent due under this Rental Agreement, fourteen (14) day notice to quit, given in writing by the landlord, or on the landlord's behalf, to the tenant shall be sufficient to determine this Rental Agreement, unless the tenant on or before the answer is due, in an eviction or summary process action brought by the landlord against the tenant, to recover possession of the premises, pays or tenders to the landlord or to the landlord's attorney all rent then due, with interest and costs of suit. (b) For breach other than nonpayment of rent. In the event that the tenant fails to comply with any obligation or covenant other

than rent payment, the landlord shall be entitled to terminate this Rental Agreement and commence legal action to recover possession after serving seven (7) day notice to quit upon the tenant, which notice shall particularly describe what obligations or covenants have been breached by the tenants. In the case of a tenancy subsidized under the federal Section 8 program the owner shall provide the local Housing Authority administering the Section 8 subsidy with a copy of all termination notices which are provided to the lessee. Further, to the extent that any provision stated herein conflicts with federal Section 8 program guidelines or the HUD required addendum, the language provided in such regulation and/or the HUD required tenancy addendum shall govern. In the case of any termination of this lease due to the fault of the lessee, lessee shall be liable to the lessor for the following costs: loss of rent, reasonable broker's commission for the re-letting of the dwelling unit, advertising costs, reasonable costs incurred in cleaning and repainting the premises in order to re-lease the dwelling unit, and moving and storage costs incurred by the lessor and costs incurred by lessor in moving lessee's belongings pursuant to eviction proceedings. Lessor shall also be entitled to all remedies provided by law. All rights are to be cumulative and not exclusive.

9. Tenant's Obligations upon Vacating the Premises: Upon the expiration of this rental agreement, or otherwise when vacating the dwelling unit, the lessee shall immediately remove all personal belongings, trash and debris, and leave the premises in good and clean condition. The dwelling unit shall be in the same condition as that at the inception of the tenancy, reasonable wear and tear excepted. The keys shall be delivered to the lessor and the lessee shall provide the lessor with his/her new address, in writing. The tenant shall be liable for the landlord's costs of removing belongings left in the vacated unit and for reasonable cleaning and repairs necessitated as a result of damage to the unit beyond reasonable wear and tear.

10. Insurance/Risk of Loss: Except as otherwise prohibited by law, or unless arising as a landlord's omission, fault, negligence or other misconduct of the landlord, the risk of loss or damage to the lessee's personal belongings, and those of the tenant's guests and invitees, shall be the sole risk of the lessee. Lessee shall acquire any and all insurance required to cover personal belongings, effects and liabilities.

No Subletting or Assignment: The lessee may not sublet nor assign all or any part of this Rental Agreement or rights of possession, without the Landlords' prior written consent, which may be withheld. In the event sublet or assignment is allowed, the lessee herein shall remain liable to the lessor named herein for the full performance of this Rental Agreement, and agree to indemnify and save the lessor harmless of any violation or breach of the terms **hereof occasioned by the sublessee or subtenancy, assignee, unauthorized occupant or such person's pets, guests,** and invitees. Further, tenant shall not permit other than those individuals listed in paragraph 1 of this Lease Agreement, to occupy the dwelling unit other than on a temporary basis. For purposes of this paragraph, temporary basis shall mean occupancy for fourteen days or less by any one person in a calendar year.

11. Tenant Lead Paint Law Notification and Certification Form: The parties agree that simultaneous with the execution of this rental agreement, that the tenant has been provided with a copy of the Lead Paint Notification Law Notification and Tenant Certification form to be executed by both parties prior to or at the same time as this rental agreement is executed by all parties.

12. Nondiscrimination: Landlord shall not discriminate against the tenant in any manner on the grounds of race, color, creed, religion, sex, handicap or national origin.

13. Conflict and Waiver: To the extent that a specific provision within this lease conflicts with a provision in a document required by regulation, such as the HUD required Tenancy addendum for the Federal Section 8 program, or that a provision of this lease is found to be now or hereafter void or invalid as a matter of law, or regulation, such provision shall be stricken and the remainder of the Lease Agreement shall continue in full force and effect. The waiver of any breach of term, condition, covenant or obligation under this lease shall not be considered a waiver of any other term, condition, covenant or obligation hereunder. Remedies and relief provided herein shall not be exclusive, and shall not prevent the parties from acquiring such other remedy or relief as may be allowed by law. The captions and headings in the lease agreement are meant only for guidance, and are not determinative of the provision's contents.

14. Definitions: The words "lessor", "lessee", "landlord" and "tenant" used within this agreement also includes their heirs, executors, administrators, assignees, representatives, assigns and agents.

15. Liability: If more than one party signs as lessor or lessee, the covenants, conditions and agreements shall be the joint and several obligations of each party.

Each party hereto had read the agreement in its entirety and agree that this agreement shall be binding on themselves, their respective successors in title, assigns, heirs, and legal representatives, and liability hereunder shall be joint and several if more than one person or entity executes this agreement as Landlord or Tenant.

Landlord: _____

(Sign) _____

Date: _____

Tenant: _____

(Sign) _____

Date: _____

WAKEFIELD HOUSING AUTHORITY

26 Crescent Street
Wakefield, MA 01880
Tel: 781-245-7328
Fax: 781.245-5136
wakeha@rcn.com

本通知很重要。请将之译成中文。
ĐÂY LÀ MỘT BẢN THÔNG CÁO QUAN TRỌNG
XIN VUI LÒNG CHO DỊCH LẠI THÔNG CÁO ẤY
នេះគឺជាដំណឹងល្អ សូមមេត្តាបកប្រែជូនផង

This is an important notice. Please have it translated.
Ceci est important. Veuillez faire traduire.
Este es un aviso importante. Sirvase mandarlo traducir.
Este é um aviso importante. Queira mandá-lo traduzir.

**RESTRICTIONS ON LEASING TO RELATIVES ON
THE SECTION 8 VOUCHER AND CERTIFICATE PROGRAM**

EFFECTIVE JUNE 17, 1998, THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HAS ISSUED A FINAL RULE THAT PROHIBITS THE WAKEFIELD. HOUSING AUTHORITY FROM APPROVING A UNIT FOR LEASE IF THE OWNER IS A RELATIVE OF A SECTION 8 CERTIFICATE OR VOUCHER HOLDER.

THE RELATIONSHIPS SHALL INCLUDE THE PARENT, CHILD, GRANDPARENT, GRANDCHILD, SISTER, OR BROTHER OF THE SECTIONS PARTICIPANT THAT IS SEEKING TO RENT THE UNIT. IN ACCORDANCE WITH THE REGULATION 982. 06 (e) "OWNER" WILL ALSO INCLUDE A PRINCIPAL OR OTHER INTERESTED PARTY.

***PERSONS WITH DISABILITIES MAY REQUEST THE WAKEFIELD HOUSING AUTHORITY
OFFER REASONABLE ACCOMMODATION OF THIS REGULATION***

=====

**ADDENDUM TO SECTION 8 HOUSING ASSISTANCE CONTRACT AND/OR SECTION 8
CERTIFICATE AND VOUCHER**

OWNER:

I, _____ AS OWNER OF THE PROPERTY AT

**_____ DO HEREBY CERTIFY THAT I AM NOT A
PARENT, CHILD, GRANDPARENT, GRANDCHILD, SISTER, OR BROTHER OF ANY MEMBER
OF (CERTIFICATE/VOUCHER'S) HOUSEHOLD.**

SIGNED _____

=====

SECTION 8 PARTICIPANT

**I, _____ AS A SECTIONS CERTIFICATE/ VOUCHER HOLDER
DO HEREBY CERTIFY THAT I AM NOT APARENT,CHILD, GRANDPARENT, GRANDCHILD,
SISTER, OR BROTHERR OF ANY MEMBER OF
(PROPERTY OWNER'S NAME) _____ FAMILY.**

SIGNED _____

Voucher

Housing Choice Voucher Program

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

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

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

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

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

1. Housing Choice Voucher Program

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

2. Voucher

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

3. PHA Approval or Disapproval of Unit or Lease

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

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA.

This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.

- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.

1. The owner and the family must execute the lease.
2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
3. The PHA will execute the HAP contract and return an executed copy to the owner.

- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:

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

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4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.

- B. The family must:

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

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

- D. The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or let the unit or assign the lease or transfer the unit.

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"*****hgtto 'J WF '74868'04/2015+
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6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

SAMPLE