



"Committed to Safe and Affordable Housing"

WELCOME TO THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

INTRODUCTION:

The purpose of the Section 8 program is to provide rental assistance to household who are qualified and eligible to receive it. The funding for the program comes from the United States Department of Housing and Urban Development (HUD)

INFORMATION ABOUT YAKIMA HOUSING AUTHORITY:

YHA annually provides housing assistance to over 2,000 low-income families throughout the Yakima and Kittitas Counties through a combination of tenant-based rental assistance and YHA-owned apartment complexes and scattered-site housing. A five-member Board of Commissioners, appointed by the Yakima County Commissioners governs YHA

INFORMATION ABOUT THE SECTION 8 PROGRAM:

HUD provides funding which enables housing program providers like YHA to pay a portion of the qualified household's rent.

Rental assistance payments are made by YHA to participating property owners on a monthly basis to cover all or a portion of the rent due for the tenants who are active participants in YHA's rental assistance program.

Households and property owners must comply with program rules and regulations in order to continue to qualify for active participation. Program rules and regulations will be explained in the following pages.



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VOUCHER ISSUANCE

After your household has been determined eligible for program participation, and has been briefed on program requirements, you are issued a Housing Choice Voucher.

THE VOUCHER

- ✓ Authorizes the household to look for a unit to rent
- ✓ Is executed by YHA and the household
- ✓ Has a 60-day term with up to two 30-day extensions for a maximum term of 120 days.
- ✓ Specifies YHA and household rights and responsibilities.

EXPIRATION AND EXTENSION OF THE HOUSING CHOICE VOUCHER

The Housing Choice voucher is initially issued for a 60-day period. The family must submit a Request for Tenancy Approval (RFTA) within the 60-day period unless an extension has been granted.

The Housing Choice Voucher may be extended in cases where a family has been unable to locate housing and the family has submitted a **written** request for an extension. A request for extension **MUST** be submitted in writing **prior to** the expiration date of your voucher **and** must be accompanied by a record of the contacts to landlords that you have made.

CHANGES OCCURRING BETWEEN VOUCHER ISSUANCE AND EFFECTIVE LEASE DATE

All changes in income or household composition **MUST** be reported in writing within 10 business days of the change; however, changes in income that occur during this period may not take effect until after lease up. Changes may affect the amount of the family's portion of rent (TTP or Total Tenant Payment) or program eligibility.

It is important that you fill out and turn in a Change of Circumstances form.



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GENERAL VOUCHER INFORMATION

Vouchers provide your household with the opportunity to find housing for which a portion of the rent will be paid using the Section 8 Rental Assistance Program.

- YHA completes and initial and annual verification of eligibility and household income and composition
- Households have the freedom to choose a unit that meets their income limit, the Housing Quality Standards (HQS) and rent reasonable amount.
- YHA will perform and initial HQS inspection and annual as per HUD requirements
- By utilizing comparable rent statistics, YHA may document and approve or deny an unreasonable rent.
- Participants are responsible for paying the security deposit and any other fees. Damage claims cannot be filed with YHA. The tenant is responsible for any claims filed by the owner.
- YHA and the owner sign a contract, and a monthly Housing Assistance Payment (HAP) is made to the owner on behalf of the participant household.
- Your first year in a unit is under a one-year lease. Generally, a household may not move with assistance during the first year of the lease. However, under certain extraordinary circumstances the lease may be terminated, and you may move while retaining your assistance.
- After the first year, the owner may request a rent increase. Any rent increase must be reasonable and approved by YHA prior to it going into effect. If the current contract rent plus the increase exceeds the Payment Standard, you would be responsible to pay the amount that exceeds the Payment Standard or move to another unit.
- YHA will check to make sure a unit is rent reasonable before approving a unit for participation in the program. The unit you have chosen must be rent reasonable, in addition to being within your TTP in order for you to receive assistance at a unit you have chosen.
- You will be terminated from the program if you enter into a side agreement with your landlord to pay rent above the amount we have set for you.
- If you owe a debt to YHA or any other housing authority, you must repay the debt in full prior to being admitted to the program.



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REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of YHA housing programs and related services. If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority

Persons with disabilities may submit a request for a reasonable accommodation by completing the appropriate form available in our office.

The request will then be sent to the qualified professional, specified by the applicant/participant, who can verify the need for the accommodation and how the accommodation relates to the disability, and is necessary for the participant to afford them the opportunity for full use and enjoyment of their dwelling unit.

LIVE-IN CARE PROVIDER

Should you need a live-in care provider to assist you, please contact your Housing Facilitator. They will have you complete a form to send to your doctor to verify the need for a live-in care provider. The request will need to be verified yearly.

The live-in aide must be identified to YHA and approved before they may move-in.

In order to qualify as a live-in aide, the household must consist of one or more elderly persons, or near-elderly persons, or persons with disabilities and:

- The live-in care provider is determined to be essential to the care and well-being of the qualified person
- The care provider is not obligated to the household for their support
- The care provider must not be living in the unit except to provide the necessary supportive services.

APPLICANT/PARTICIPANT CERTIFICATION
KNOWLEDGE FOR GROUND FOR DENIAL OR TERMINATION OR FAMILY ASSISTANCE

YHA POLICY STATEMENT: YHA will deny or terminate housing assistance to those determined to be involved in illegal drug-related or violent criminal activity:

GIVING TRUE AND COMPLETE INFORMATION: I certify that all information provided on household composition, Social Security numbers, income, family assets and items for allowance and deductions is accurate and complete to the best of my/our knowledge and belief. I/we have reviewed the application or recertification and certify that the information shown is true and correct.

REPORTING CHANGES IN INCOME OR HOUSEHOLD COMPOSITION: I/we understand that I/we are required to report, in writing, within 10 business days, any changes in income or household size. Failure to report timely is grounds for termination of assistance. I/we understand that **before** a new member is added or moves into my household I must first request permission, in writing, from my landlord, provide a copy of the permission to YHA with the Change of Circumstances form to YHA, and have YHA approve the new member.

NO DUPLICATE RESIDENCE OR ASSISTANCE: I certify that I have disclosed where and when I received any previous housing assistance whether or not any money is owed. I certify that while receiving this previous assistance, I did not commit any fraud, knowingly misrepresent any information or vacate the unit violation of the lease.

GUESTS/BOARDER/LODGERS: I understand that I cannot allow individual "guests" to stay in the unit for more than 14 consecutive days or a combined total of more than 30 days per year or provide accommodation to boarders or lodgers. This does not relieve you from your obligation to abide by the terms of your lease with the landlord. I understand that the use of my address, phone number, storing items, phone or utilities in another's name could be deemed as proof of unreported, additional household members and/or income.

FAMILY MEMBER ABSENCE: I understand that I must report within ten business days any changes to the household. I further understand that I must report any or all family members that will be absent from the unit for more than 30 days.

LEASE: I understand that eviction by the landlord for violations of the lease will result in termination of my assistance. I further understand that I cannot rent from a family member who owns the unit or has any interest in the unit, unless I am a person with disabilities and have requested and been approved by YHA to rent the unit as a reasonable accommodation for disabilities.

NO SUBSIDY PAID: I understand that if YHA has not paid any rent on my behalf for 180 days, my assistance will be terminated

UNIT INSPECTIONS (HQS): I understand that failure of the family to correct family-caused HUD Quality Standards violations within a reasonable deadline (24 hours for life-threatening defect; 30 days for any other defects) could result in termination of assistance.

UTILITY REIMBURSEMENT: I understand that should I be eligible for a utility reimbursement I have 10 business days after moving into my unit to provide the name of the service provider and account number (provide copy of bill).

SIDE AGREEMENTS: I understand that if I enter into an agreement with my landlord to pay a different amount of tenant rent, or for utilities that are not listed as my responsibility as specified by YHA, that I will be considered to have entered into a side agreement and that my assistance may be terminated.

COOPERATION: I understand that I am required to cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances. Cooperation includes supplying necessary information promptly, attending scheduled meetings, and completing and signing the necessary forms. I understand that failure or refusal to do so may result in delays or termination of assistance. Failure of the family to comply with its obligations under the lease may also result in termination of housing assistance.

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

I/we understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or state law and grounds for termination of housing assistance. I have read the above and understand my responsibilities. I certify that the information given is accurate and complete to the best of my knowledge.

Head of Household Name (Print)

Head of Household Signature

Date

Spouse/Co-Head Signature

Date

Other Adult Household Member Signature

Date

FAMILY OBLIGATIONS

- 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 between the 1st and the 10th of the month 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, 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 cooperative, or the owner of a manufactured home leasing a manufactured home space).
 2. Commit any serious or repeated violations of your 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 a peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 5. Sublease or let the unit or assign the lease or transfer the unit.
 6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
 7. Damage the unit or premises (other than damage from ordinary wear or tear) or permit any guests 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 or 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 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.

TERMINATION OF ASSISTANCE

YHA may terminate rental assistance after giving the participant proper notice. The participant has a right to request an informal review (applicant) or an informal hearing (participant) if they do not agree with the determination. Procedures for requesting reviews and hearings are including this briefing packet.

Some reasons assistance may be terminated are:

- Missed scheduled appointments
- Failure to provide requested documents, including your utility statement;
- Failure to comply with your lease;
- Other violations of family obligations (as outlined on the back of your voucher and applicant/participant certification)
- Additional household members. Letting others use your address, phone number, unit to store their belongings, having a phone or utilities in someone else's name, are a few examples of what will be considered proof of additional household members;
- Unreported income;
- Failure to report household members away for over 30 days or permanently gone;
- Threatening or abusive behavior directed at a YHA employee;
- **Use of marijuana or other federally controlled substances;**
- Side agreements with your landlord to pay additional rent or utilities.

WHEN IN DOUBT AS TO WHAT YOU NEED TO REPORT, ERROR ON THE SIDE OF CAUTION AND CONTACT YOUR HOUSING FACILITATOR.

VIOLENCE AGAINST WOMEN (VAWA)

VAWA protects participants, tenants, and family members of applicants/participants/tenants, who are victims of domestic violence, dating violence, sexual assault or stalking, from being evicted or terminated from housing assistance based on acts of violence against them. The Act applies to both public housing agencies and to owners renting to families under Section 8 rental assistance programs (under both the voucher and project-based programs).

The purpose of the Act is to:

- ✓ Reduce domestic violence, dating violence, sexual assault, and stalking
- ✓ Prevent homelessness of the victims of such acts
- ✓ Protect victims who reside in Section 8 and other programs
- ✓ Ensure victims have access to criminal justice systems without jeopardizing their housing.

However, the Act does not limit YHA or a participating owner's authority to terminate your assistance or lease when YHA or the owner is able to demonstrate there is an actual and imminent threat to other tenants, employees, or other providing services to the property.

If you are being terminated from rental assistance, and you feel the grounds of your termination are from the direct result of domestic violence, dating violence, sexual assault, or stalking, please contact your Housing Facilitator.

Yakima Housing Authority's Informal Hearing Policy

1. When can I ask for a hearing? The Housing Authority will give a participant family an opportunity for an informal hearing when the YHA makes a decision which you feel is not in accordance with the law, HUD regulations, or YHA policy. **Applicants** are entitled to Informal Review, but not a hearing. For example, you might disagree with the following:
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant paid utilities from the Housing Authority's utility allowance schedule.
 - c. A determination of the family unit size under the Housing Authority subsidy standards.
 - d. A determination that a family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Housing Authority subsidy standards, or the Housing Authority's determination to deny the family's request for an exception from the standards.
 - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted (60 days) and has not requested an exception due to verifiable and documented personal circumstances, as per the Housing Authority's policy.
2. No right to a hearing. The Housing Authority is not required to provide an opportunity for an Informal Hearing to review the following
 - a. Discretionary administrative determination by the Housing Authority.
 - b. General policy issues or class grievances.
 - c. Establishment of the Housing Authority's schedule of utility allowances for families in the program.
 - d. The Housing Authority's decision not to approve an extension or suspension of a Voucher term.
 - e. The housing Authority's determination not to approve a unit or lease.
 - f. The Housing Authority's determination that an assisted unit is not in compliance with HQS. (However, the Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
 - g. The Housing Authority's determination that the unit is not in accordance with HQS because of the family size
 - h. A determination by the Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP Contract

3. How do I ask for a hearing? In the cases listed above, the Housing Authority will notify the family that the family may ask for an explanation of the basis of the Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision. All requests for an informal hearing must be in writing and must be received by the Housing Authority within ten (10) business days from the date of the decision. The Housing Authority will not terminate housing assistance if you ask for a hearing within ten (10) business days of our decision unless the hearing officer agrees with our decision.
4. Who will be the hearing officer? The Executive Director will conduct the hearing or appoint someone who did not make or approve the initial decision. Neither you, your representative, nor our staff may discuss the decision with the hearing officer except with the consent of the other party or at the hearing.
5. When are hearings scheduled? The hearing officer shall schedule the hearing as soon as possible and in no case more than 30 days after you ask for a hearing. You will be given at least five (5) working days' notice of the date, time, and location of the hearing. If necessary, the hearing officer may postpone the hearing upon request of either party.
6. Can I examine my file before the hearing? You have the right, before the hearing, to examine, and at your own expense, copy your file documents, records and regulations that are relevant to the hearing. The Housing Authority cannot use any documents at the hearing that we refuse to make available.
7. How will the hearing be conducted? The hearing will be informal. Each side will have an opportunity to present evidence and witnesses, to cross-exam the other party's witnesses and to make an argument at the conclusion of the evidence. The hearing officer must make a written decision within ten (10) working days after the hearing. This decision must be based upon the evidence presented at the hearing and applicable law, HUD regulations, and YHA policy.
8. Effect of the decision. The Housing Authority is not bound by a hearing decision:
 - a. Concerning a matter for which the Housing Authority is not required to provide an opportunity for an informal hearing pursuant to 882.216(b), or other wise in excess of the authority of the person conducting the hearing under the Housing Authority's hearing procedures, or
 - b. Contrary to HUD regulations or requirements, otherwise contrary to federal, state, or local law.
9. May I be represented at the hearing? A lawyer or other representative of their own choice at their own expense may represent each party. If you cannot afford to hire an attorney, you may be eligible for free legal assistance form Evergreen Legal Services.

LANDLORD/TENANT LAW IN WASHINGTON STATE

If you have questions concerning the landlord/tenant law in the State of Washington, please visit www.washingtonlawhelp.org. Follow the link "Housing" and then choose "Tenant Rights" to obtain "Your Rights as a Tenant in Washington State."

YHA'S POLICY ON PROVIDING INFORMATION ABOUT A HOUSEHOLD TO PROSPECTIVE LANDLORDS, LAW ENFORCEMENT AND OTHER GOVERNMENTAL AGENCIES

Requests for information from a landlord:

When a household finds a unit they wish to lease, a Request for Tenancy Approval is filled out and submitted to YHA. Upon request, YHA will provide to the prospective landlord:

- The household's current address as shown in YHA records
- The name and address (if known to YHA) of current and prior landlords.

YHA may also provide, upon request from the prospective landlord, any factual information or third-party verification relating to the participant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking or drug-related criminal activity.

Requests for information from Law Enforcement/Other Governmental Agencies: **We will cooperate in any ongoing investigations**

YHA will release information about a participant/household member if required by a court order or by other government requirements.

In the event of the reasonable suspicion of, or allegation of drug or criminal activity or investigations, YHA staff may identify to proper authorities the names and addresses of persons who are involved in such alleged activities or who are under police investigation, as well as such other information reasonably related to such activities or police investigations.

YHA may also provide information to governmental agencies should a household member be suspected of defrauding or inappropriately using federal or state funds and other agencies are either involved in such funding related to YHA or can assist YHA in the investigation and/or prosecution of allegation of such fraud.

Information will be released to, or obtained from, utility companies concerning your account.

MEDICAL MARIJUANA

Use of marijuana, even though you hold a state issued medical marijuana card, will result in your assistance being terminated.

The Federal Government lists marijuana as a Schedule I drug, a substance with a very high potential for abuse. State laws that legalize medical marijuana directly conflict with the admission requirements set for in HQWRA and are thus subject to federal preemption.

Use of drugs for medical uses which are made of marijuana synthetics, such as Marinol and Cesamet are not medical marijuana and are legal under Federal Laws.

Portability Procedures

1. What is portability?

Under the Section 8 program, once a Voucher is issued, the family may qualify to move with their Section 8 to another Housing Authority's jurisdiction.

For example, a family living here in Yakima could move to Seattle and use their Section 8 in Seattle or anywhere else where Section 8 is administered.

2. What do I have to do in order to port to another Housing Authority?

If you are currently on the Section 8 program, you need to have completed your year lease with your current Landlord. You must also give a proper 20-day notice to your Landlord and YHA. Your caseworker will then send your paperwork, along with a Voucher, to the new Housing Authority. Because every Housing Authority is different, it's a good idea to contact the new Housing Authority, find out what the payment standards are, and do some checking into the availability of housing before you give notice to move. Once we send your paperwork, you are committed to go.

If you are just getting on the program, you are allowed to port right away if you had legal residence in Yakima Housing Authority's jurisdiction at the time you submitted your application. If you had residence in another jurisdiction, you must complete one year on the program in YHA's jurisdiction before you will be allowed to move. You must give written notice to your caseworker that you would like to port to a different Housing Authority. Keep in mind, if you have not been on the program before, it's a good idea to contact the Housing Authority that you are moving to and find out what are their payments standards. A new family must also be income eligible under the other Housing Authority's guidelines. It would be a good idea to ask what those income limits are before you request to move.

3. How many times can I port?

Every time you move, you must fulfill a 12-month lease with your Landlord. Only under extraordinary circumstances would the Housing Authority consider allowing more than one move in any 12-month period.

Neighboring Public Housing Authorities

Seattle Housing Authority Section 8 Department
907 NW Ballard Way Ste. 200
Seattle, WA 98107
(206) 239-1653

King County Housing Authority Section 8 Department
15455-65th Ave So. Ste. 200
Tukwila, WA 98188
(206) 214-1300

Housing Authority of Chelan County & The City of Wenatchee
1555 South Methow St Wenatchee, WA 98801
(509) 663-7421

Kennewick Housing Authority
P.O. Box 6737 Kennewick, WA 99336
(509) 586-8576

Mid Columbia Housing Agency
506 E. 2nd St.
The Dalles, OR 97058 (541) 296-5462



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The following is a list of landlords that have participated on the program in the past and may be willing to lease a unit. The landlords on this list may or may not have vacancies at this time. This list is not intended to be all-inclusive. You are welcome to rent from any landlord who is willing to be on the program, whose unit passes inspection and whose unit is rent reasonable. Their phone numbers may have changed.

Megalodon LLC – 509-453-8161
Cornerstone Apts. – 509-965-8006
Wilson Real Estate Management LLC – 509-853-1060
The Home Source of Yakima – 509-452-2720
Alliance Property Management – 509-965-8000
Landmark Management – 509-972-9520
Doug Lemon Rentals – 509-453-2171
Next Step Housing – 509-248-0390
Quail Ridge Apts. – 509-248-1562
The Quint Village – 509-866-6120
Briarwood Commons – 509-933-1888
Mt. Adams Apartments – 509-965-9125
House of Real Estate – 509-248-0350
Sunnyside Manor – 509-839-3434

We also have landlords who list vacancies on our board in the office. You are welcome to check this board to see what landlords currently have vacancies. You can also check the newspaper and realty listings. Some of these are available for free outside of grocery stores, department stores etc.

Note: if your family includes a disabled person, your family may request a current listing of accessible units that may be available known to the Yakima Housing Authority. Please contact your caseworker for more information.

YAKIMA HOUSING AUTHORITY'S SUBSIDY STANDARDS

The Housing Authority will issue you a voucher for a particular bedroom size. The following guidelines are used to determine each family's unit size without overcrowding or over-housing.

Number of Bedrooms	Number of Persons in Household	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

These standards are based on the assumption that each bedroom will accommodate no more than two- (2) person.

In determining bedroom size, the Housing Authority will include children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or temporarily in foster-care. In cases of incarceration, the family member will not be counted as a family member until the date of release. In cases of joint custody (as defined by the court system), children residing in the home for at least 183 days of any one-year of certification may be counted. If both parents have equal custody and should both parents be eligible to be Section 8 participants, they must decide which parent will count the child, since both cannot count the child as a family member.

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

- A. Head of Household and Spouse (or significant other) will be allotted one (1) bedroom.
- B. Persons of different generations shall not be required to share a bedroom. As an example, a grandmother shall not be required to share a bedroom with her children or grandchildren.
- C. Foster children will be included in determining unit size only if they will be in the unit for more than 180 consecutive calendar days.
- D. Live-in aides will get a separate bedroom.
- E. If any household member is pregnant and expecting a child within 90 days of an annual review and/or a voucher being issued, the additional child will be considered as a member when calculating occupancy standards.

The Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and document a medical reason why the larger size is necessary.

The family unit size will be determined by the Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family. However, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller. Size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

RESOLUTION 23-1037

A RESOLUTION AMENDING THE SECTION 8 VOUCHER PAYMENT STANDARDS FOR YAKIMA AND KITTITAS COUNTIES

WHEREAS, the Yakima Housing Authority (YHA) finds it necessary to adjust the Voucher Payment Standards due to new Fair Market Rents (FMRs) and Small Area FMRs (SAFMRs) released from HUD and in conjunction with its approved waiver under the Moving to Work demonstration program.

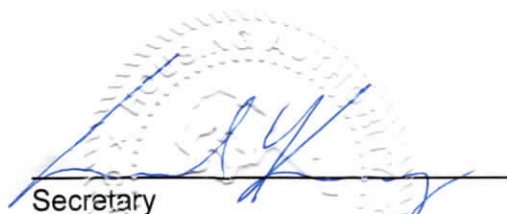
WHEREAS, YHA also proposes to leave the payment standard for Yakima County at 100% of the current FMR's, to increase the payment standard for Kittitas County to 103% of the current FMR', to increase payment standards at 100 percent of the FY 2024 Small Area FMRs and increase payment standards in Selah to 100 percent of FY 2024 Small Area FMRs.

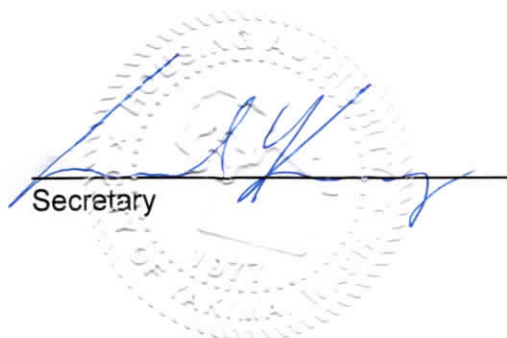
NOW THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Housing Authority of the City of Yakima, in a special meeting, a quorum being present, agrees to adopt the proposed Voucher Payment Standards, effective January 1, 2024.

Size	Yakima County	Kittitas County	West Valley ZIP Codes 98903 98908	Selah ZIP Code 98942
0	\$990	\$962	\$1,202	\$1,140
1	\$997	\$1,080	\$1,211	\$1,150
2	\$1,310	\$1,419	\$1,591	\$1,510
3	\$1,846	\$2,000	\$2,242	\$2,130
4	\$1,950	\$2,408	\$2,368	\$2,250
5	\$2,243	\$2,769	\$2,723	\$2,588
6	\$2,535	\$3,131	\$3,078	\$2,925
7	\$2,828	\$3,492	\$3,433	\$3,263

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF YAKIMA THIS 6th DAY OF DECEMBER 2023**

Attest:


Secretary




Chairman, Board of commissioners


Date 12/7/23 12/6/23
RP

UTILITY ALLOWANCES

- Utility allowances are used to determine the **GROSS RENT** (rent and utilities) for a unit.
- YHA is required by HUD to establish utility allowance schedules based on the typical cost of utilities in the area. The schedule is reviewed annually and adjusted as necessary. Any increase in utility allowances will automatically increase the **GROSS RENT**.
- Utility allowances are based on actual rates and average consumption estimates. The allowances are not based on a household's actual energy consumption. Therefore, it is very important to be as efficient in the use of utilities as possible.
- The utility allowance will be calculated for your household when you first enter into a new lease and every year on your annual date.
- Three factors are considered in establishing utility allowance schedules:
 1. Unit Size
 2. Structure type (i.e. House, Apartment, Duplex)
 3. Type of heat and cooking (i.e. gas, electric, oil)

Allowances for Tenant-Furnished Utilities and Other Services

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



Locality		Green Discount	Unit Type	Weather Code	Date			
Yakima 2023		None	Large Apartment (5+ units)	WA042	2023-09-13			
Utility/Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	\$32		\$38	\$44	\$50	\$56	\$62
	Bottle Gas							
	Electric Resistance	\$16		\$20	\$30	\$41	\$50	\$58
	Electric Heat Pump	\$14		\$17	\$23	\$29	\$32	\$35
	Fuel Oil							
Cooking	Natural Gas	\$4		\$5	\$7	\$9	\$11	\$13
	Bottle Gas							
	Electric	\$4		\$5	\$7	\$9	\$11	\$13
	Other							
Other Electric		\$15	\$18	\$25	\$32	\$38	\$45	
Air Conditioning		\$3	\$3	\$5	\$8	\$9	\$11	
Water Heating	Natural Gas	\$9		\$11	\$16	\$21	\$25	\$30
	Bottle Gas							
	Electric	\$10		\$12	\$15	\$19	\$26	\$33
	Fuel Oil							
Water		\$33	\$34	\$44	\$58	\$73	\$87	
Sewer		\$46	\$48	\$64	\$88	\$112	\$136	
Electric Fee		\$10	\$10	\$10	\$10	\$10	\$10	
Natural Gas Fee		\$5	\$5	\$5	\$5	\$5	\$5	
Fuel Oil Fee								
Bottled Gas Fee								
Trash Collection		\$22	\$22	\$22	\$22	\$22	\$22	
Range/Microwave		\$21	\$21	\$21	\$21	\$21	\$21	
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	
Other – specify								

Allowances for Tenant-Furnished Utilities and Other Services

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



Locality		Green Discount	Unit Type		Weather Code	Date		
Yakima 2023		None	Lowrise Apartment (2-4 units)		WA042	2023-09-13		
Utility/Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	\$55		\$65	\$70	\$75	\$80	\$85
	Bottle Gas							
	Electric Resistance	\$25		\$32	\$45	\$56	\$67	\$77
	Electric Heat Pump	\$19		\$24	\$32	\$37	\$41	\$45
	Fuel Oil							
Cooking	Natural Gas	\$4		\$5	\$7	\$9	\$11	\$13
	Bottle Gas							
	Electric	\$4		\$5	\$7	\$9	\$11	\$16
	Other							
Other Electric		\$18		\$22	\$30	\$38	\$47	\$55
Air Conditioning		\$3		\$4	\$7	\$9	\$10	\$12
Water Heating	Natural Gas	\$12		\$14	\$20	\$26	\$32	\$38
	Bottle Gas							
	Electric	\$13		\$15	\$19	\$27	\$36	\$42
	Fuel Oil							
Water		\$33		\$34	\$44	\$58	\$73	\$87
Sewer		\$46		\$48	\$64	\$88	\$112	\$136
Electric Fee		\$10		\$10	\$10	\$10	\$10	\$10
Natural Gas Fee		\$5		\$5	\$5	\$5	\$5	\$5
Fuel Oil Fee								
Bottled Gas Fee								
Trash Collection		\$22		\$22	\$22	\$22	\$22	\$22
Range/Microwave		\$21		\$21	\$21	\$21	\$21	\$21
Refrigerator		\$25		\$25	\$25	\$25	\$25	\$25
Other — specify								

Allowances for Tenant-Furnished Utilities and Other Services

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



Locality		Green Discount	Unit Type		Weather Code	Date		
Yakima 2023		None	Single Family House		WA042	2023-09-13		
Utility/Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	\$46		\$54	\$63	\$72	\$80	\$89
	Bottle Gas							
	Electric Resistance	\$44		\$54	\$66	\$76	\$85	\$95
	Electric Heat Pump	\$22		\$28	\$36	\$41	\$46	\$50
	Fuel Oil							
Cooking	Natural Gas	\$4		\$5	\$7	\$9	\$11	\$13
	Bottle Gas							
	Electric	\$4		\$5	\$7	\$9	\$14	\$17
	Other							
Other Electric		\$22		\$26	\$36	\$46	\$57	\$69
Air Conditioning		\$2		\$3	\$7	\$12	\$16	\$20
Water Heating	Natural Gas	\$12		\$14	\$20	\$26	\$32	\$38
	Bottle Gas							
	Electric	\$13		\$15	\$20	\$30	\$36	\$42
	Fuel Oil							
Water		\$33		\$34	\$44	\$58	\$73	\$87
Sewer		\$46		\$48	\$64	\$88	\$112	\$136
Electric Fee		\$10		\$10	\$10	\$10	\$10	\$10
Natural Gas Fee		\$5		\$5	\$5	\$5	\$5	\$5
Fuel Oil Fee								
Bottled Gas Fee								
Trash Collection		\$22		\$22	\$22	\$22	\$22	\$22
Range/Microwave		\$21		\$21	\$21	\$21	\$21	\$21
Refrigerator		\$25		\$25	\$25	\$25	\$25	\$25
Other – specify								



How Much Rent Will I Pay?

This calculation will give you an idea of what you will be paying in rent with Section 8. Please remember that this is only an **estimate** of your rent amount. If you have any questions regarding your rent, please contact your caseworker.

The portion of the rent you will be paying is based on the highest of the following:

1. 10% of your monthly income.
2. 30% of your adjusted monthly income.
3. \$50 minimum rent.

This is called your **TTP** (Total Tenant Payment).

"To determine what 30% of your adjusted monthly income is, multiply your monthly income times 12. You may subtract:

1. \$480 for each dependent.
 2. \$400 for an elderly and/or disabled Head of Household or Spouse.
 3. Money paid out of pocket for childcare expenses that enables a family member to work or attend school.
 4. Medical expenses that *exceed* 3% of annual income for elderly and for disabled households.
- Divide the result by 12 and multiply it by .3 or 30%. This is 30% of your adjusted monthly income.

Next, using the utility allowance worksheet, determine what your utilities are for the number of bedrooms and housing type. Add this amount to your rent. This is your **Gross Rent**.

Choose the lower of your **Payment Standard** (see Voucher Payment Standard sheet based on bedroom size and county) OR the **Gross Rent** and subtract **your TTP** (Usually 30% of adjusted monthly income, see above).

This is the maximum amount of rent the Housing Authority would pay. Subtract this amount from your rent to determine your **estimated** monthly payment.

As you can see, it is to your benefit to stay **below** your payment standard. In no circumstance will we allow you to rent a place where you will be required to pay more than 40% of your adjusted monthly income in rent. So, **pay attention to your payment standard!**

Note: If there are 1 or more members of your family without legal status in the United States, your assistance must be prorated among the legal members and your rent amount will vary from this calculation, please contact your caseworker for questions.

While looking for a place to live, please keep in close contact with your caseworker. The Housing Authority ultimately is responsible to determine that your rent is reasonable.

The worksheet that follows will help you estimate your rental amount.

Calculating the Housing Voucher Subsidy

Name:

A

Voucher Payment Standard (VPS):

Payment Flexibility (PF):

B

30% of Adjusted Monthly Income

Number of Family Members

Step 1: Calculate your maximum monthly rent and utilities

Each household is allowed to go over the **Voucher Payment Standard (VPS)** by approximately 10% of their monthly adjusted income. The amount you can go over the VPS is called your **Payment Flexibility (PF)**.

C

\$

Voucher Payment Standard (VPS) – Found at the top of this page

+

\$

Payment Flexibility (PF) – Found at the top of this page

=

\$

Maximum Monthly Rent and Utilities

Step 2: See if the unit you have chosen will work with your voucher.

The landlord will tell you the amount of the rent they are asking for the unit and which utilities the tenant will be required to pay. You can find the numbers for each utility type on your Utility Allowance Sheet. Any utility that the landlord will pay does not need to be in your utility calculation. For example, if the landlord pays water then you do not add the water utility amounts into your calculation

Heating:

\$

Water:

\$

(if tenant provide)

Range:

\$

Cooking:

\$

Sewer:

\$

(if tenant provide)

Refrigerator:

\$

General Use Electricity

\$

Trash:

\$

Water Heating

\$

Electric/Gas Fee

\$

D

Total Utility Allowance

\$

\$

Rent Amount for the unit you found

+

\$

Total Utility Allowance

=

\$

Total Cost of the Unit – If this is more than your Maximum Monthly Rent and Utilities (

C

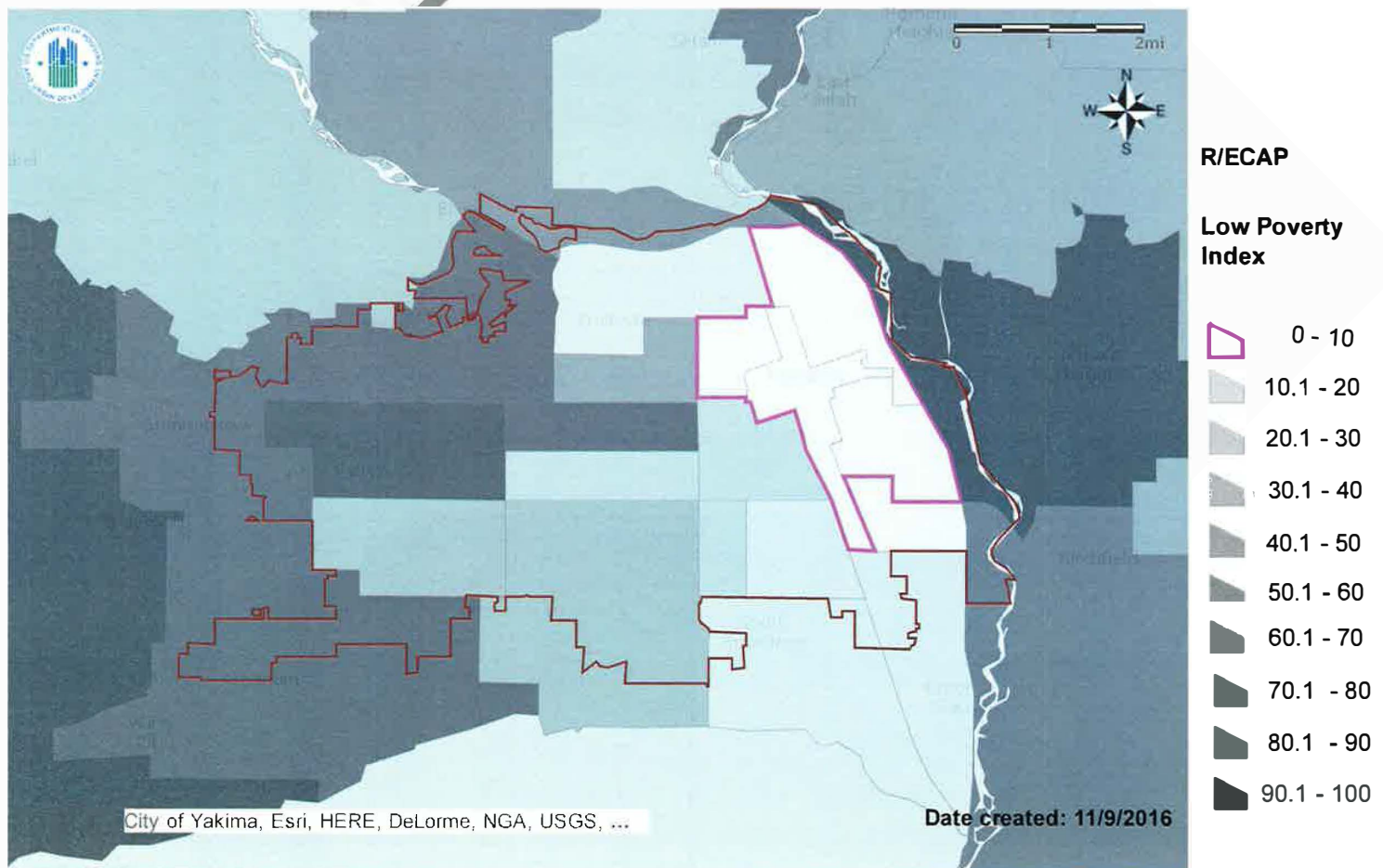
) **you will need to find a new unit**

E

Step 3: Calculate your portion of the rent payment.

If the Total Cost of the Unit is higher than the VPS	If the Total Cost of the Unit is at VPS or lower
<div>\$</div> <div>Total Cost of the Unit (<div>E</div>)</div> <div>-</div> <div>\$</div> <div>VPS (<div>A</div>)</div> <div>=</div> <div>\$</div> <div>Amount over the VPS <div>F</div></div> <div>+</div> <div>\$</div> <div>30% Adjusted Monthly Income (<div>B</div>)</div> <div>=</div> <div>\$</div> <div>Total Tenant Payment (TTP) (<div>B</div> + <div>F</div>)</div> <div>-</div> <div>\$</div> <div>Utility Allowance Amount (<div>D</div>)</div> <div>=</div> <div>\$</div> <div>Your portion of the rent each month</div>	<div>\$</div> <div>30% Adjusted Monthly Income (<div>B</div>)</div> <div>-</div> <div>\$</div> <div>Utility Allowance Amount (<div>D</div>)</div> <div>=</div> <div>\$</div> <div>Your portion of the rent each month</div>

HUD Affirmatively Furthering Fair Housing Data and Mapping Tool



Name: Map 14 - Demographics and Poverty

Description: Low Poverty Index with race/ethnicity, national origin, family status and R/ECAPs

Jurisdiction: Yakima (CDBG, HOME)

Region: Yakima, WA

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

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including

redcoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c Criminal activity or alcohol abuse.

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

is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

d Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

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

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

Are You

Victim of

Housing

Discrimination?

Fair Housing is Your Right!

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



U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR

INQUIRE ABOUT YOUR CLAIM

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont: NEW ENGLAND OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_01@hud.gov

For New Jersey and New York: NEW YORK/NEW JERSEY OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_02@hud.gov

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia: MID-ATLANTIC OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_03@hud.gov

For Alabama, the Caribbean, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and Virginia: SOUTH-EAST/CARIBBEAN OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_04@hud.gov

For Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin: MIDWEST OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_05@hud.gov

For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas: SOUTHWEST OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_06@hud.gov

For Iowa, Kansas, Missouri and Nebraska: GREAT PLAINS OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_07@hud.gov

For Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming: ROCKY MOUNTAIN OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_08@hud.gov

For Arizona, California, Hawaii, and Nevada: PACIFIC/HAWAII OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_09@hud.gov

For Alaska, Idaho, Oregon, and Washington: NORTHWEST/ALASKA OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_10@hud.gov

If after contacting the local office nearest you, you still have questions - you may contact HUD further at:
U.S. Dept. of Housing and Urban Development
Room 205
Development Gateway Tower II
200, 4th Floor
Kansas City, MO 64108
Telephone (817) 978-5900 or 1-800-827-2005
Fax (817) 978-5876 or 1-800-827-2005
E-mail: Complaints_office_11@hud.gov

To file electronically, visit: www.hud.gov

PLACE
POSTAGE
HERE

MAIL TO:

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

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I - Housing and Community Development Act of 1974, as amended, (P.L. 93-387); Americans with Disabilities Act of 1990, (P.L. 101-336); and the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

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

Disclosure of this information is voluntary.



HOUSING DISCRIMINATION INFORMATION

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

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

Your Name _____
Your Address _____
City _____ State _____ Zip Code _____
Best time to call _____ Your Daytime Phone No _____ Evening Phone No _____

Who else can we call if we cannot reach you?

Contact's Name _____ Best time to call _____
Daytime Phone No _____ Evening Phone No _____
Contact's Name _____ Best time to call _____
Daytime Phone No _____ Evening Phone No _____

1 What happened to you?

How were you discriminated against?
For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?
State briefly what happened.

Form HUD-903.1 (1/02)

OMB Approval No. 2529-0011 (exp. 1/31/2011)

HOUSING DISCRIMINATION INFORMATION

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

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

Is it because of your:

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

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

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

3 Who do you believe discriminated against you?

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

Identify who you believe discriminated against you.

Name _____

Address _____

4 Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

Address _____

City _____

State _____

Zip Code _____

5 When did the last act of discrimination occur?

Enter the date

____/____/____

Is the alleged discrimination continuing or ongoing?

Y No

☐ ☐

Signature _____

Date _____

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



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

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

If You Believe Your Rights Have Been Violated...

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

Keep this information for your records.

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

Office Telephone

Street

City State Zip Code

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

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

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

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

Alphonso Jackson
Secretary

HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

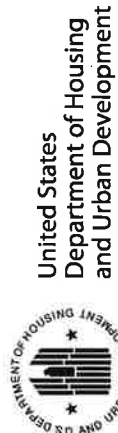
Under the Fair Housing Act, it is Against the Law to:

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

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



Protect Your Family From Lead in Your Home



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

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

Read this entire brochure to learn:

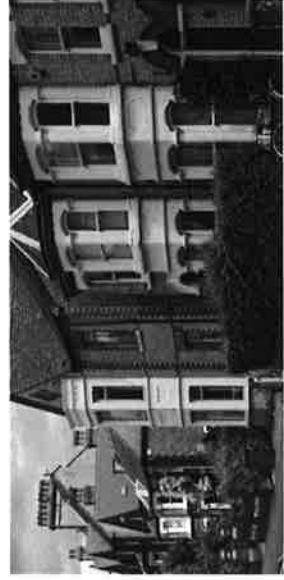
- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

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

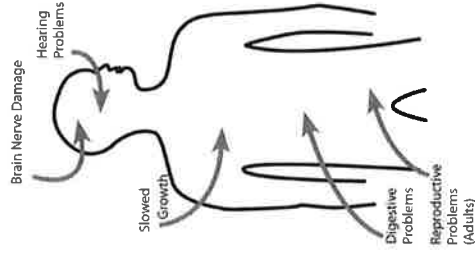
Health Effects of Lead

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

In children, exposure to lead can cause:

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

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



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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 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. EPA currently defines the following levels of lead in soil as hazardous:

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

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

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

Checking Your Home for Lead

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

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

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



Checking Your Home for Lead, continued

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

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

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

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

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

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

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



Reducing Lead Hazards, continued

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

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

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

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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

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



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

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

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

Other Sources of Lead

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. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - 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.Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery** or **porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA) Regional Offices

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

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WMPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

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

Region 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) 886-7836

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

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

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

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

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
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hud.gov/offices/lead/

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

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WHAT'S NEXT

Now that you have received your voucher for housing assistance, these are the steps that you will need to follow before we can begin assistance payments.

1. **Go out and look for a place to rent**

- Check with local real estate and rental management agencies
- Check with friends, family members and organizations in your community
- Drive around the community looking for rental signs

2. **Talk to the owner/agent of the property**

If you have trouble explain how the program works, give them our telephone number and ask them to call us. Always try to talk to the owner/agent in person rather than over the phone. If you have any references, be sure to offer to give them to the owner/agent. The materials in your briefing packet are for you and the owner. Once the owner/agent has checked your references and you both decide to enter into a rental agreement, go to step 3.

3. **Get approval from your Housing Facilitator**

Provide your housing facilitator with the following information so that they can determine that the unit will work for your situation.

- Contract Rent Amount
- Type of Unit (i.e. House, apartment, duplex)
- Number of bedrooms
- Tenant responsible utilities

4. **You and the owner fill out the Request for Tenancy Approval (RFTA)**

Be sure the RFTA and any attached documents are filled out completely, signed and dated. Incomplete forms may cause a delay in scheduling inspections.

5. **Return the RFTA to our office**

The RFTA will be reviewed to determine if the rent is reasonable and if the information matches what was approved by the housing facilitator.

6. **Wait for the inspection**

Please be patient as the inspector usually has a full calendar. Your prospective unit will be inspected as soon as possible. You **AND** the landlord need to be at the inspection. This is also a good time to complete a property condition report with the landlord.

NOTE: If the unit DOES NOT PASS the initial inspection, your potential landlord will be given a list of repairs that need to be completed.

7. **You or landlord make any repairs listed by the inspector**

Once the repairs are completed, call the office to schedule a re-inspection of the unit.

8. **The usual effective date** of the leases and contracts will be the date the unit passes inspection and you have moved in and the lease is signed by you and the owner, unless otherwise agreed upon by YHA, the owner and yourself. In **no situation** can the lease be dated "back" prior to the inspection passing date. If you move in prior to the unit passing inspection, you are responsible to pay the full amount of the rent until the unit passes inspection.

9. **Pay your security deposit and your share of rent**

Plan to pay your security deposit and your share of the first month's rent by the time you move in unless other arrangements have been agreed upon by you and the landlord.

10. **CONGRATULATIONS, you are ready to move into your new home!**



"Committed to Safe and Affordable Housing"

**NEW FAMILY PACKET
FOR SECTION 8**

I _____ have received a new family packet for Section 8 regarding the Voucher Program. I understand that it is my responsibility to read the packet fully and if I have any questions, I will ask my caseworker to help me understand. I realize that this program has many rules and regulations that I will be held accountable for. I know that my assistance will be terminated if I don't follow them.

Applicant's Signature

Date

Housing Facilitator

Date