GASTONIA HOUSING AUTHORITY

SECTION 8
PARTICIPANT INFORMATION BOOKLET

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Welcome to the Gastonia Housing Authority's Section 8 Program

This pamphlet has been prepared for you as a guide to participation in the Section 8 Housing Choice Voucher Program.

It is designed to provide you with accurate information about how the program. Works. Please take the time to read it carefully; it will help you to find a suitable place to live, and to remain in good standing with your landlord and the Gastonia Housing Authority. You are responsible for knowing all the information contained in this pamphlet.

The Gastonia Housing Authority's Commitment

As a public service agency, it is the housing authority's goal to provide excellent service to the families in Gaston County. The housing authority will make every effort to inform you of the program rules, and to advise you of how these rules affect you. Since Federal regulations are not always easy to understand, it is very important to ask questions if you are not sure of something. This pamphlet may not be all-inclusive and is subject to change.

Notice to Families with a Disabled Family Member

Persons with disabilities may request a reasonable accommodation in order to fully utilize this housing program and any related program and any related services. The housing authority will make all reasonable efforts to be flexible in assisting persons with disabilities to participate in the program successfully. Requests for accommodation will be verified to ensure that the accommodation is reasonable. Examples of reasonable accommodations are as follows:

- TDD or TDY devices
- The use of an advocate or an interpreter
- If the family includes a person with a disability, the family may request a current listing of accessible units known to the housing authority that may be available.

Limited English Proficiency

Persons with limited English Proficiency who need additional assistance to communicate effectively with The Gastonia Housing Authority may request translation services. The housing authority will make reasonable efforts to provide translation of oral meetings, forms, and documents.

CONTACTING GHA

GASTONIA HOUSING AUTHORITY HOURS OF OPERATION

Office Hours: Monday –Thursday 9:00 AM - 4:00 PM
Self-Serve Resource Area: Monday – Thursday 8:00 AM - 5:00 PM

THE GASTONIA HOUSING AUTHORITY IS CLOSED ON FRIDAYS

GHA no longer employs a receptionist. Our lobby is self-serve. When you visit our office, please use the computer screen for instructions and information. We offer a resource area with computer access to the GHA website. The majority of forms and information you may need can be found on our website. If you are dropping off any other documents for your caseworker, you must date and time stamp it and drop it in the box located in the resource area.

GENERAL INFORMATION

Fair Market Rents

Annually HUD publishes Faire Market Rents (FMR) based on analysis of each rental market in the United States. The FMRs represent the average cost to rent a modest home. The FMR includes the cost of the amount of rent the owner charges AND the housing authority calculated utility allowance.

Payment Standards

Payment Standards are used by the Housing Authority to calculate the tenant's portion of the rent. Payment Standards limit the maximum amount of subsidy a family may be entitled to after the Housing Authority deducts the total tenant payment by the family. The Total Tenant Payment is generally 30% of the family's monthly income. Limiting the maximum amount of subsidy each family receives allows the Housing Authority to assist more families who are in need.

HUD regulations allow public housing authorities to set their own payment standards, providing they remain within the range of 90-110% of the area Fair Market Rents (FMR).

GHA's payment standards are currently set at 110% of the HUDs FMRS for the area. A copy of the current payment standards is included at the back of this packet.

Utility Allowances

Each year the Housing Authority conducts an engineering study to determine the average cost of utilities based on the size of the unit and the type of utilities. Utility allowances are based on energy efficient units for energy conservative households. If you rent an older home that has not been updated and insulated, your actual utility expense will be much higher than if you rent a newer unit that was constructed with energy efficiency measures.

Current Utility Estimates

A copy of the full utility schedule is included in the back of this booklet. Also included is a list of average utility allowances by size.

Determination of Family's TTP

Gross Annual Income – Allowances & Deductions = Adjusted Annual Income.
Adjusted Annual Income / 12 = Adjusted Monthly Income.
Adjusted Monthly Income X 30% = Total Tenant Payment (TTP)

You will generally pay 30-40% of your monthly income towards your rent and GHA calculated utility allowance.

Term of Voucher

The initial term of the voucher is sixty days. The family must submit a Request for Tenancy Approval within the sixty-day period unless an extension has been granted by the PHA.

Extensions

The PHA may extend the term of the voucher up to sixty additional days (In thirty-day increments) for the following reasons:

- Extenuating circumstances such as, medical or family emergency which significantly affects the family's ability to locate a unit during the initial sixty-day term. Verification Required.
- The PHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking assistance from the PHA, during the initial voucher term.
- The family was unable to locate an accessible unit or a large size unit.

*****ALL EXTENSION REQUESTS MUST BE SUBMITTED IN WRITING*****

Maximum Rent for An Assisted Unit

The PHA will use its Rent Reasonableness Scale to determine the maximum rent for an assisted unit. Proposed rents must not exceed the rent charged for comparable unassisted units or the rent charged by the owner for a comparable unassisted unit in the same building or on the same premises.

*****Landlords may not charge more for units under Section 8 than the unit would be worth in the private market*****

Subsidy Standards

Subsidy Standards are the pre-determined limits on the voucher size the family will qualify for based on the family composition. HUD requires that PHAs set their subsidy standards to provide for the smallest number of bedrooms needed to house a family without overcrowding. By allowing the smallest voucher size, the housing authority is able to assist more families who need help paying their rent.

The industry standard is generally two people for each bedroom. GHA will assign one bedroom for head of house and one bedroom for each two persons within the household, except in the following circumstances:

Live-in aides will be allocated a separate bedroom.
Single person families will be allocated one bedroom.

You can rent a larger unit than your voucher size, provided the unit is affordable for your family according to HUD's standards. HUD defines affordability as the family paying less than 40% of their adjusted monthly income towards rent and the housing authority calculated utility allowance.

HUD Guidelines for Determining Bedroom Size

Voucher Size	Min #	Max #
0 Bedroom	1	1
1 Bedroom	1	3
2 Bedroom	2	6
3 Bedroom	3	8
4 Bedroom	4	10
5 Bedroom	6	12
6 Bedroom	8	14

GHA will consider exceptions to the above subsidy standards upon request from the family if:

- GHA determines the exception is justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

- For a family that contains a disabled family member and there is a verified medical or health reason or when a live-in aide is required.

Information to Owners

In accordance with HUD requirements and upon written request, the PHA will furnish owners with the family's current address, prior address and if known the owner's name of the family's current and/or prior addresses.

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

The PHA will not conduct additional screening to determine an applicant family's suitability for tenancy.

The PHA will inform owners that **it is their responsibility to determine the suitability of prospective tenants**. The PHA will encourage owners to screen applicants for rent payment history, utility payment history, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity, other criminal activity that is a threat to the health safety or property of others, and compliance with other essential conditions of tenancy.

PAYMENT OF RENT

You must find out from the landlord where to pay your portion of the rent. Under no circumstances does the Housing Authority collect rent. Failure to pay your portion of the rent is considered a violation of your lease. If you are evicted by your landlord for non-payment of rent or any other serious or repeated lease violation, your housing assistance will be terminated. **NEVER** pay more rent than the amount GHA sets as the Tenant's Share. **If your landlord asks you to pay additional rent, report this to your caseworker immediately.**

UTILITY PAYMENTS

Unless you rent from a landlord who includes the cost of utilities in your rent, you are responsible for the payment of your own utilities. In the event that your income is so low that the Housing Authority is paying all of your contract rent, there may be a small amount left over that will be applied to your utilities. This is called a Utility Reimbursement Payment (URP). In most cases, URP's are made directly to the utility company. If you are told you will receive a URP, you cannot count on it to pay your utility bill. Always pay the bill and the URP will be credited towards the next month. Your housing assistance will be terminated if your utilities are turned off, even if it is the result of a delayed URP. **YOU** are responsible for the payment of all utilities.

UNAUTHORIZED OCCUPANTS

Only the persons listed on your lease are to live in the subsidized unit. Unauthorized persons residing in the units will result in the termination of your housing assistance. Changes to household composition must approved by the owner **and** the Housing Authority in advance.

REPORTING CHANGES

Changes to family income and/or family composition must be reported to the Housing Authority in writing within 14 days. To report a change complete a rent change form located on our website **www.ghanc.org** or in our resource room located in the lobby of our main office. You can also send us an email or a letter to report changes. It is not necessary to see your caseworker to report changes. **DO NOT** call to report a rent change. HUD participates in computer income matching with the IRS and the Social Security Administration. If you fail to report income to the housing authority, we will be notified by HUD. Failure to report changes to income or household composition is grounds for termination of your housing assistance.

RE-CERTIFICATION

Once you become a participant in the Section 8 Program, you must be re-certified each year. Your re-certification date will be determined by the month in which your housing assistance starts (Example- If GHA begins assisting you with your rent on April 15, 2011; your re-certification date will be April 1). Each year you will be sent re-certification papers to fill-out and return. These papers will be mailed to you approximately ninety days prior to your re-certification date. Make sure that your re-certification papers are filled-out completely and returned along with any documents requested by your caseworker by the date indicated on your letter. Failure to complete the re-certification process in a timely manner will result in the termination of your housing assistance.

CORRESPONDENCE AND APPOINTMENTS

It is absolutely necessary that you read all correspondence from this agency **very thoroughly** and **comply** exactly as requested. You are required to provide all information the Housing Authority or HUD determines necessary for the administration of the program. All forms are to be filled out completely. When our office notifies you of an appointment, you are required to attend. Failure to comply or attend appointments will result in the termination of your housing assistance.

TRANSFERS

Once you have signed a lease with an Owner, you cannot transfer until your initial year lease expires. Transfer requests must be submitted in writing prior to your annual re-certification. Transfers will only be approved when sufficient funding is available. If you receive permission to transfer, you must give your landlord a 30-day written notice of your intent to vacate and provide a copy of that statement to the Housing Authority. Always notify your caseworker when you move out of a unit.

INSPECTIONS

All units are inspected bi-annually. Tenants will be notified in writing of their inspection date approximately seven to fourteen days in advance. You are required to allow access to your unit for inspection. The unit cannot be inspected unless either you or an adult family member is present. If you miss an inspection appointment, **YOUR HOUSING ASSISTANCE MAY BE TERMINATED.** If you are unable to be at home on the day the inspector has scheduled, you will need to make arrangements for an adult family member to let the inspector in. You can also ask your landlord to represent you at the inspection. You are responsible for all damage to your unit beyond normal wear and tear. Tenant damage will be documented and GHA will encourage landlords to charge you for repairs or require that you repair the damage yourself. Examples of common tenant damage which will be documented will include: Missing light globes, missing batteries from smoke detectors, holes in walls, damage to floor covering, broken screen doors and window screens, dirty appliances. If any tenant damage items are not corrected within the specified timeframe, your housing assistance will be terminated.

All maintenance problems should be reported to the OWNER. You should only contact the Housing Authority with maintenance reports if the owner fails to make repairs in a timely manner. Be familiar with your landlord's phone number and mailing address. Make sure you have an after-hours number from you landlord in case of emergency repairs.

The Housing Authority does not work a 24-hour shift. If there are problems call the proper authority (Ex. In the event of a fire- contact the fire department immediately). Once you are a Section 8 Tenant, you are responsible for reporting problems with your unit to your landlord. You are also responsible for following up with your landlord to ensure that repairs are completed. However, if after repeated attempts, you are unable to get repairs made- contact your caseworker.

For Emergency repairs- Contact your landlord. If your landlord does not attempt to make repairs of the items listed below immediately, call your caseworker.

EMERGENCY REPAIR ITEMS

Some items are considered by the Housing Authority and by HUD to be emergencies and must be repaired within 24 – 48 hours. If you have maintenance problem listed below, first call your landlord. If this does not get results, contact the inspections department at your housing authority.

- Lack of security for the unit (doors or windows broken).
- Waterlogged ceiling in danger of falling.
- Major Plumbing leaks or flooding.
- Natural gas leaks or fumes (call 911first!).
- Electrical problems that result in shock or fire.
- Obstruction that prevents entrance or exit.
- No heat (outside temperature below 40° and inside below 60°).
- Utilities not in service.
- No running hot water.
- Broken glass that could cause injury.
- Lack of functioning toilet.
- Inoperable smoke detector.
- Any other repair item that causes and immediate threat to the safety of the occupants

******** TAKE PRIDE IN YOUR UNIT AND TREAT IT AS IF IT BELONGED TO YOU. ********

GASTONIA HOUSING AUTHORITY

FAMILY OBLIGATIONS

1. **The Family must:**

   a. 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 regularly scheduled reexamination or interim reexamination of family income and composition.

   b. Disclose and verify social security numbers by signing and submitting-forms for obtaining information.

   c. Supply any information requested by GHA to verify the family is living in the unit or information related to absence from the unit.

   d. Promptly notify GHA in writing when the family is away from the unit for an extended period of time in accordance with GHA policies

   e. All information provided by the family must be true and complete.

   f. Allow GHA to inspect the unit at a reasonable time given reasonable notice. The family cannot cause a breach in Housing Quality Standards (HQS) which pertains to the following:

      - Tenant supplied utilities
      - Appliances supplied by the tenant
      - Tenant damages to the unit or premises beyond normal wear and tear

   g. Notify GHA and the property owner in writing before moving out of the unit or terminating the lease.

   h. Use the assisted unit for residence by the family THE unit must be the family's only residence.

   i. Promptly notify GHA in writing of the birth, adoption, or court-awarded custody of a child.

   j. Request written approval to add any other person as an occupant of the unit.

   k. Promptly notify GHA in writing if any family member no longer lives in the unit.

   l. Give GHA a copy of any owner eviction notice.

   m. Pay utility bills, provide and maintain any appliances that the owner is not required to provide under the lease.

2. **The Family must NOT:**

   a. Own or have any interest in the unit. Commit any serious or repeated lease violations. Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

   b. Engage in drug-related criminal activity that threatens the health safety or right to peaceful enjoyment or other residents and persons residing in the immediate vicinity of the premises.

   c. Sublease or let the unit or assign the lease or transfer the unit.

   d. Receive housing choice voucher program assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.

   e. Damage the unit or premises (other than normal wear and tear) or permit any guest to damage the unit or premises.

   f. Receive housing choice voucher program housing assistance while residing in a unit by a parent, child, grandparent, grandchild, sister or brother of any family member of the family, unless GHA has determined (and has notified the owner and the family) that approving rental of the unit,

notwithstanding such relationship, would provide reasonable accommodation for a family member with disabilities.

g. Engage in the 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 or the premises.

h. Owe rent or other amounts to GHA or any other housing authority.

i. Violate an agreement with GHA to pay amounts owed to GHA or amounts paid to an owner buy the housing authority.

j. Engage in or threatened abusive or violent behavior toward any GHA employee.

k. Fail to comply with the FSS program without good cause

Housing Search

Locate a Suitable Unit

- Start Looking Right Away
- Vouchers expire 60 days after issuance.
- One 30 day extension will be granted upon request.
- NO further extensions (except family or medical reasons)
- Request for Tenancy Approval (RFTA) must be submitted by landlord **before** your voucher expires.

Select a Unit That Meets your Family's Needs

- You are choosing where you want to live.
- You will live in this unit for at least one year (the initial lease term). If you choose a unit and then decide that you don't like it, you will not be moved to another unit. After the first year's lease is satisfied, you can **apply** for a transfer. Transfers are only granted when funding is available.
- You can select any unit in Gaston County as long as
  1. You are not renting from immediate family.
  2. The landlord is willing to accept a reasonable amount of rent according to the rent reasonableness scale.
  3. The unit is affordable for your family according to HUD's standards
  4. The unit will pass HQS Inspection (See Reverse side).

Check Out The Neighborhood

- Call the police and ask about crime in that area.
- Talk with the neighbors or other people who are familiar with the area.
- Is the unit located near schools, shopping, family, etc.

Check Out The Utilities

- Find out from the landlord or the utility service provider how much the average utility bills have been in the past. Make sure and check average bills for all seasons (Ex. heating bills will be higher in the winter).
- Once you have signed a lease, we cannot move you because you cannot afford to pay the utility bills.

Check Out The Landlord

- Ask how long they have owned the property.
- Ask how many other properties they have.
- Ask for references from other tenants.
- Ask how they handle repairs.
- If you sense that they lack pride in their unit-**BEWARE!!!**

DO NOT SELECT A UNIT THAT WILL REQUIRE EXTENSIVE REPAIRS.

General HQS Requirements

- Exterior and interior structurally sound with no chipping, peeling, or chalking paint.
- Walls, Ceilings and Floors in good condition.
- Windows and exterior doors in good condition and weather-tight with working locks.
- Operable indoor plumbing with no leaks.
- Adequate heating.
- Properly working appliances.
- Properly working smoke detectors in required locations.
- Light globes must be in place.
- No electrical hazards.
- No exposed wiring.
- No garbage or debris in yard (glass, bottles, trash, etc...).
- No trip hazards.

I've located a suitable unit. What Next?

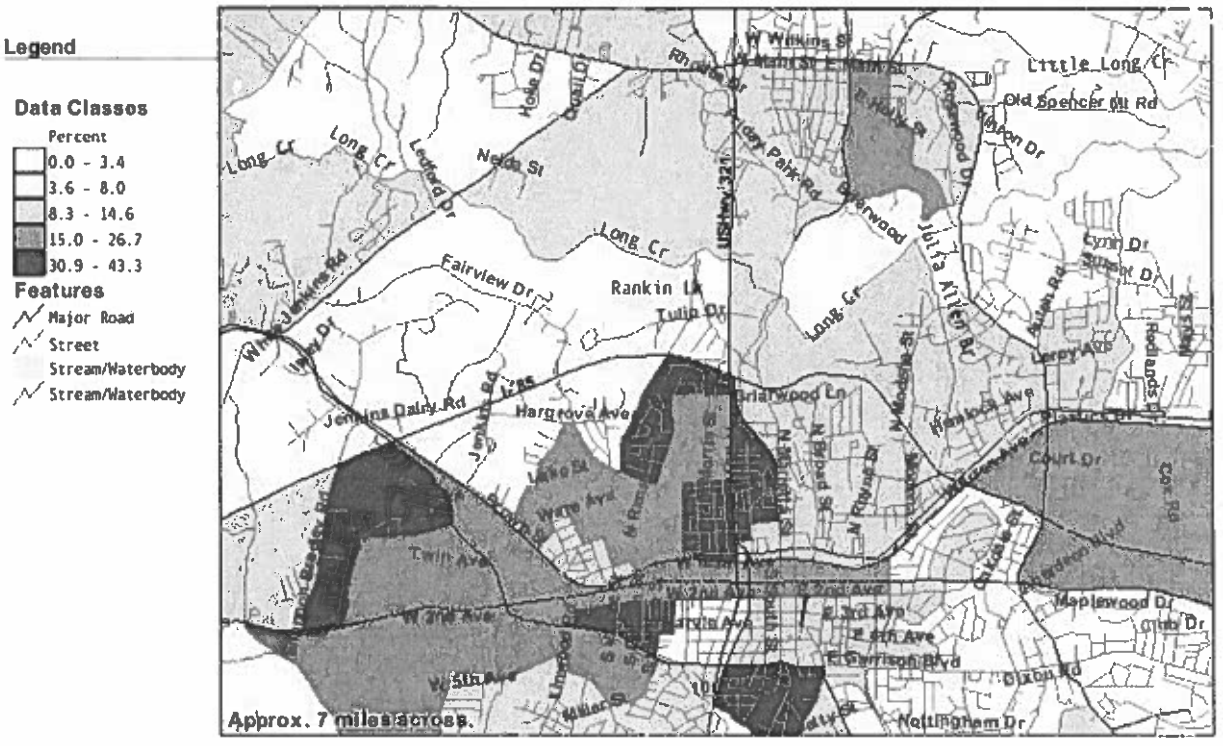
- The owner sets the amount of the security deposit (typically one month's rent). Applicants are responsible for the payment of the Security Deposit to the owner, which should be paid before you move in.
- Once the unit is ready, you must have the utilities turned on in your name and provide certification showing your name, address, and account number(s). If your landlord wishes to leave the utilities in his or her name until after the unit is inspected, they may sign a form certifying that the utilities are on. The unit will not be inspected until the participant or the landlord certification is submitted to the caseworker. If you are to provide your own appliances, they must be in the unit and in working condition before the final inspection.
- Give landlord your Request for Tenancy Approval Form (RFTA).
- Initial inspections will be performed within 15 days of receipt of RFTA's (provided the unit is ready and utility receipts or landlord certification has been provided).
- You must make arrangements with the landlord to gain access to have the utilities turned on and the appliances installed.
- If you have already moved into the unit, someone must be present during the inspection.
- If you move into the unit before it passes inspection, you are responsible for the full amount of the rent until GHA enters into a contract with the landlord.
- No more than 2 inspections will be made. If the unit does not pass after two inspections, or the repairs will take longer than 30 days, the unit will not go be accepted.
- All new units must be inspected by the Housing Authority and must meet the specified Housing Quality Standards before payments will be made to the owner. Applicants who choose to move in prior to the unit passing inspection are responsible for their own rent until the unit does pass inspection and GHA enters a contract with the landlord.
- Your assistance will not begin until after the utilities have been transferred into the Head of Households name with the proper receipts submitted, all final income verifications have been provided, and applicant and landlord have signed all the necessary documents.

U.S. Census Bureau

American FactFinder

TM-P069. Percent of Families Below the Poverty Level in 1999: 2000
Universe: **Families**
Data Set: **Census 2000 Summary File 3 (SF 3) - Sample Data**
Gaston County, North Carolina by Block Group

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see http://factfinder.census.gov/home/en/datanotes/expsf3.htm.

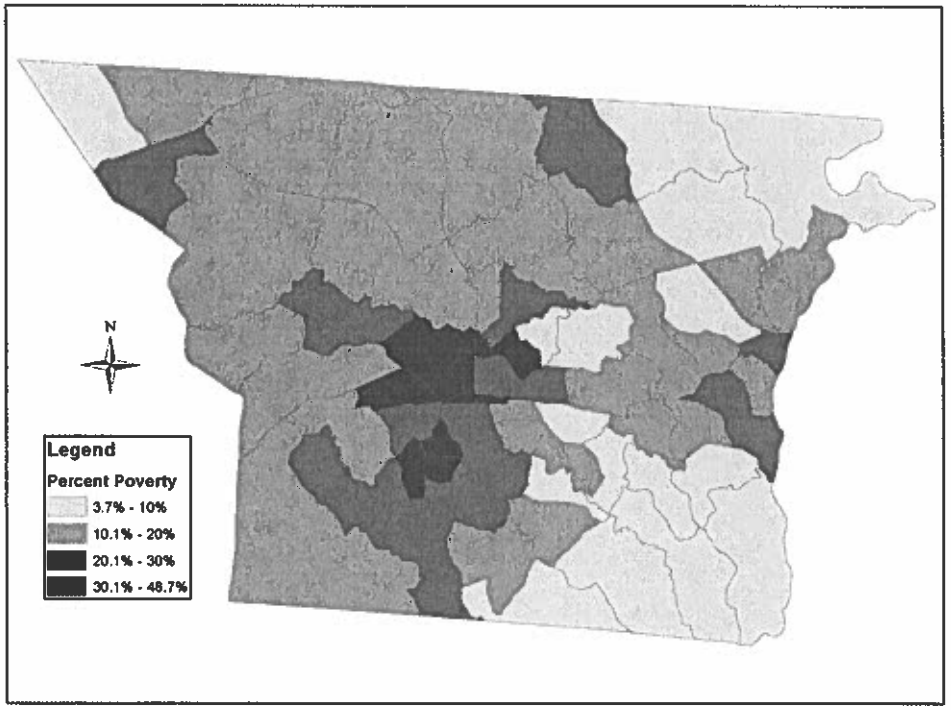


Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P90.

MOVES AND PORTABILITY

1. The housing authority can prohibit any moves the first year of assistance.
2. The housing authority can limit the number of moves in a one-year period.
3. If a family terminates a lease agreement, they must supply the housing authority with a copy of the written notice of their intent at the same time it is given to the landlord.
4. The family must notify the housing authority and the owner before moving to new unit.
5. The housing authority may deny a move if there is insufficient funding available.
6. If neither the head of household or their spouse had a "legal residence" in the jurisdiction of the Gastonia Housing Authority at the time of their original application, the family cannot move out of the housing authority's jurisdiction under portability for at least 12 months after admission into the program (unless both the Gastonia Housing Authority and the receiving housing authority agree).
7. Families whose initial lease agreement is outside of the jurisdiction of the Gastonia Housing Authority are subject to the receiving housing authority's income limits.
8. When moving under portability, the family must promptly contact the receiving housing authority and comply with their procedures for incoming portable families. The receiving housing authority will determine the family unit size.

City of Gastonia – Gastonia Consortium



Gastonia Housing Authority
Portability Fact Sheet

Portability: The ability of a family to move (transfer) with their Section 8 tenant-based assistance (voucher) from one public housing agency (PHA) to a public housing agency in another county or state.

NOTE: GHA will inform if we are billing or absorbing at the time we are contacted.

THE PORTABILITY PROCESS

Step 1: You request portability (transfer) from your HOME (current) housing agency. Your home housing agency can fax the paperwork to the GHA Section 8 Department (704) 867-3587 or mail it to GHA at PO Box 2398, Gastonia, NC, 28053-2398.

Step 2: After GHA has received your portability (transfer) papers, we will send you an appointment letter with instructions. If you are 15 minutes late for your appointment you will not be seen.

Step 3: You will need to bring the following items with you:

- Birth Certificates for each household member
- Social Security card for each household member
- *Income verifications
- *Childcare verification
- *Bank statements
- *Criminal Reports (current) from the city/county you currently reside in AND from any other city/county you have resided in or been arrested in during the past three years. **This applies to all household members 18 years of age and older.**

**Documents with an asterisk (*) are not returnable-they become the property of the GHA.*

Step 4: If you do not provide all the requested documents listed above you will not be seen. All household members 18 years of age and older must attend.

Step 5: You must locate a unit. EVERYONE is referred to www.socialserve.com for a partial listing of units available in Gaston County. If you need help with the website, you can call Social Serve toll free 1-877-428-8844 for assistance. **GHA does not maintain a list of available units.**

Step 6: After you have found a unit, give the landlord/owner the paperwork titled "Request for Tenancy Approval" (RFTA).

Step 7: When the unit is made ready so that it will pass the inspection, the landlord/owner will then contact the GHA for an appointment to turn the paperwork in.

IMPORTANT THINGS TO REMEMBER:

- GHA will not absorb (become financially responsible for) incoming portables. We will bill your **CURRENT** Housing Agency.
- We CANNOT assist you until AFTER we have received the portability paperwork from YOUR home housing agency.
- Please do NOT bring children with you to your appointment.
- Inspection can take up to fifteen days to get started. We do not provide "Emergency" and "Rush" Inspections.
- You are responsible for all security deposits and utility deposits.
- GHA determines your rent range amount at the time of your appointment, NOT before.
- GHA will re-determine your bedroom size based on GHA policies.
- The Gastonia Housing Authority administers Section 8 for all of Gaston County. If you decide to move to our jurisdiction you may select housing anywhere in the county, including Bessemer City, Cherryville, Dallas, High Shoals, Stanley, Mt. Holly, Belmont, McAdenville, Lowell, Cramerton, and Ranlo.

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

A Good Place to Live!

Introduction

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

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.
Things that a home must have in order approved by the PHA, and
Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling
A ceiling that is in good condition.

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

Walls
Walls that are in good condition.

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

Electricity
At least two electric outlets, or one outlet and one permanent overhead light fixture.
Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

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

Floor
A floor that is in good condition.

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

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

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

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

Paint

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

You should also think about:

- The types of locks on windows and doors
  -- Are they safe and secure?
  -- Have windows that you might like to open been nailed shut?

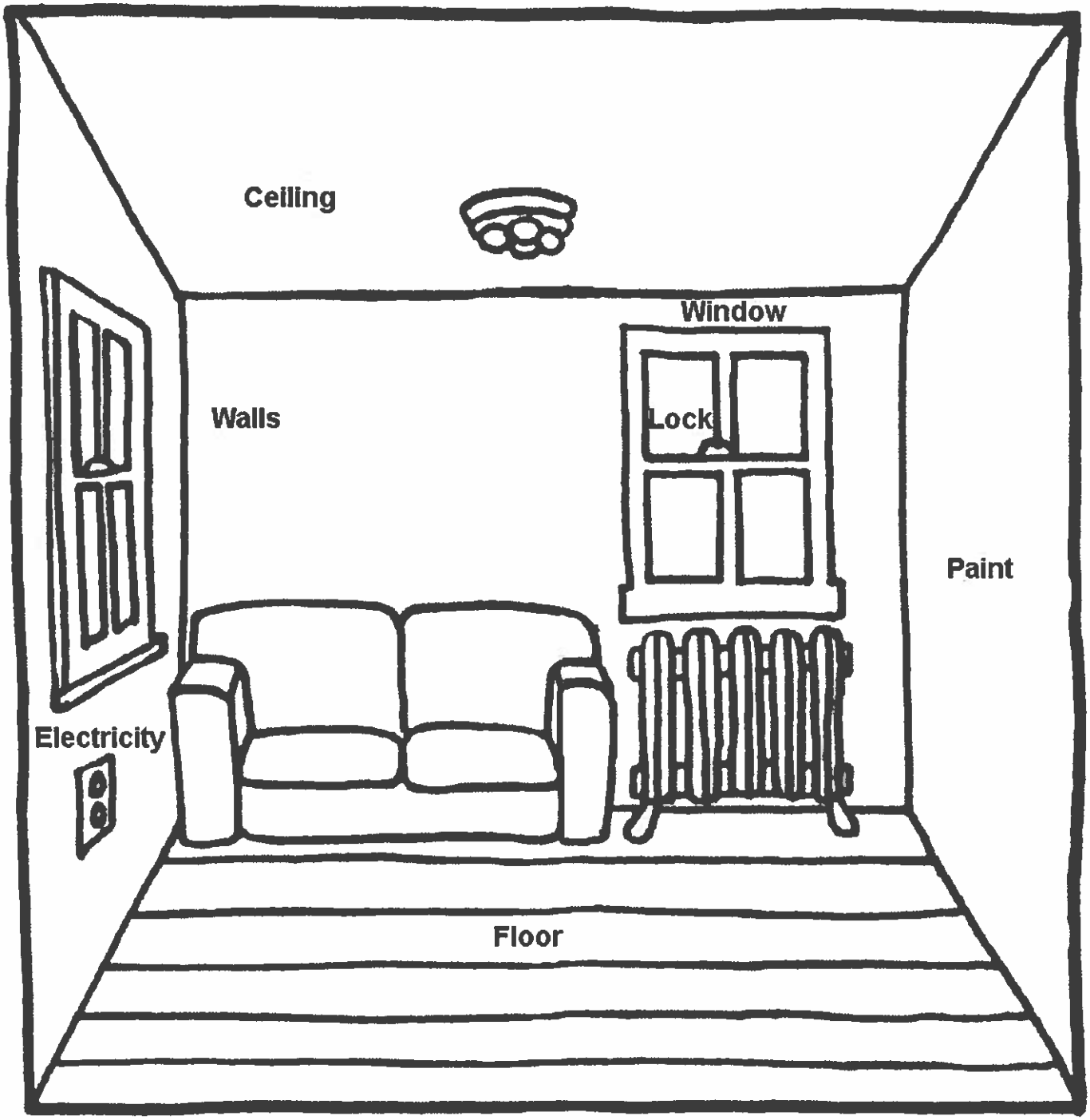
- The condition of the windows.
  -- Are there small cracks in the panes?

- The amount of weatherization around doors and windows.
  -- Are there storm windows?
  -- Is there weather stripping? If you pay your own utilities, this may be important.

- The location of electric outlets and light fixtures.

- The condition of the paint and wallpaper
  -- Are they worn, faded, or dirty?

- The condition of the floor.
  -- Is it scratched and worn?


Ceiling
Window
Walls
Lock
Paint
Electricity
Floor

2. Kitchen

The Kitchen must have:

Ceiling
A ceiling that is in good condition.

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

Storage
Some space to store food.

Electricity
At least one electric outlet and one permanent light fixture.
Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

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

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

Floor
A floor that is in good condition.
Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area
Some space to prepare food.

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

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

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

Walls
Walls that are in good condition.

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

Serving Area
Some space to serve food.

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

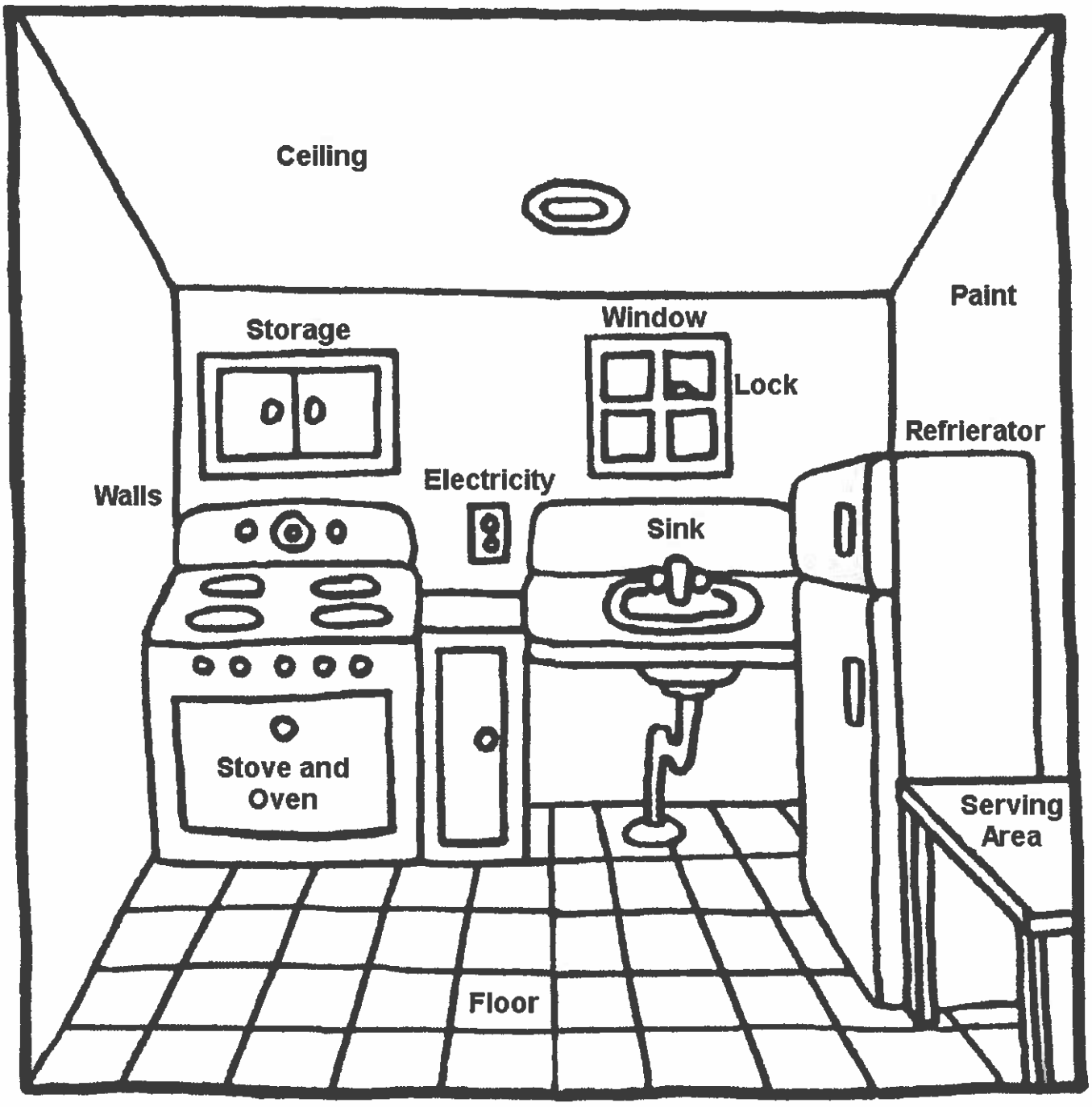
Refrigerator
A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

Sink
A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

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


Ceiling
Paint
Storage
Window
Lock
Refrierator
Walls
Electricity
Sink
Stove and
Oven
Serving
Area
Floor

3. Bathroom

The Bathroom must have:

Ceiling
A ceiling that is in good condition.

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

Window
A window that opens or a working exhaust fan.

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

Toilet
A flush toilet that works.

Tub or Shower
A tub or shower with hot and cold running water.

Floor
A floor that is in good condition.

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

Paint

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

Walls
Walls that are in good condition.

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

Electricity
At least one permanent overhead or wall light fixture.

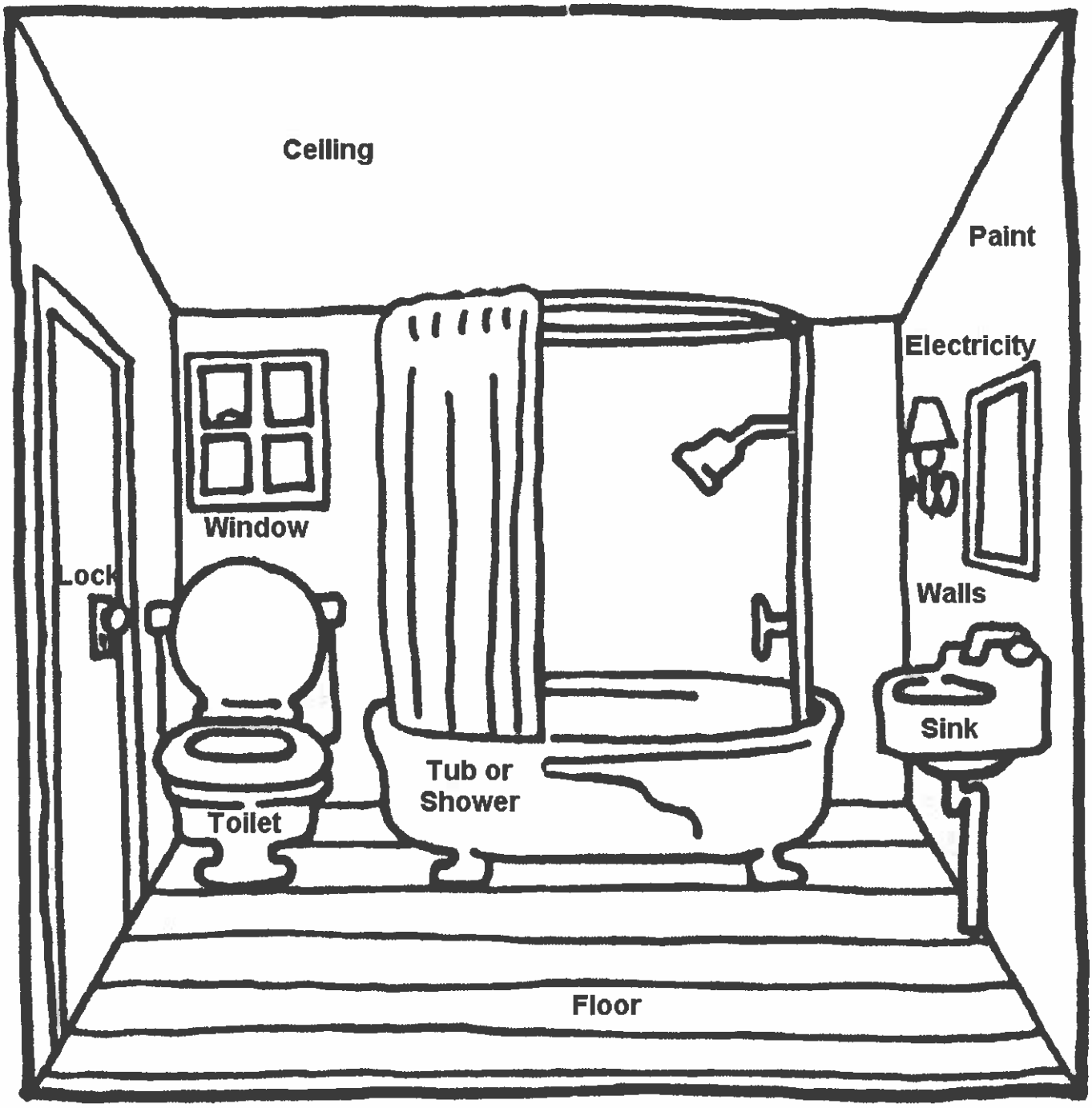
- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Sink
A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

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


Ceiling
Paint
Electricity
Window
Lock
Walls
Sink
Tub or
Shower
Toilet
Floor

4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling
A ceiling that is in good condition.

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

Walls
Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms
Same requirement as for living room.

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

Floor
A floor that is in good condition.

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

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

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

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

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

You should also think about:

- What you would like to do with the other rooms.
  -- Can you use them the way you want to?

- The type of locks on windows and doors.
  -- Are they safe and secure?
  -- Have windows that you might like to open been nailed shut?

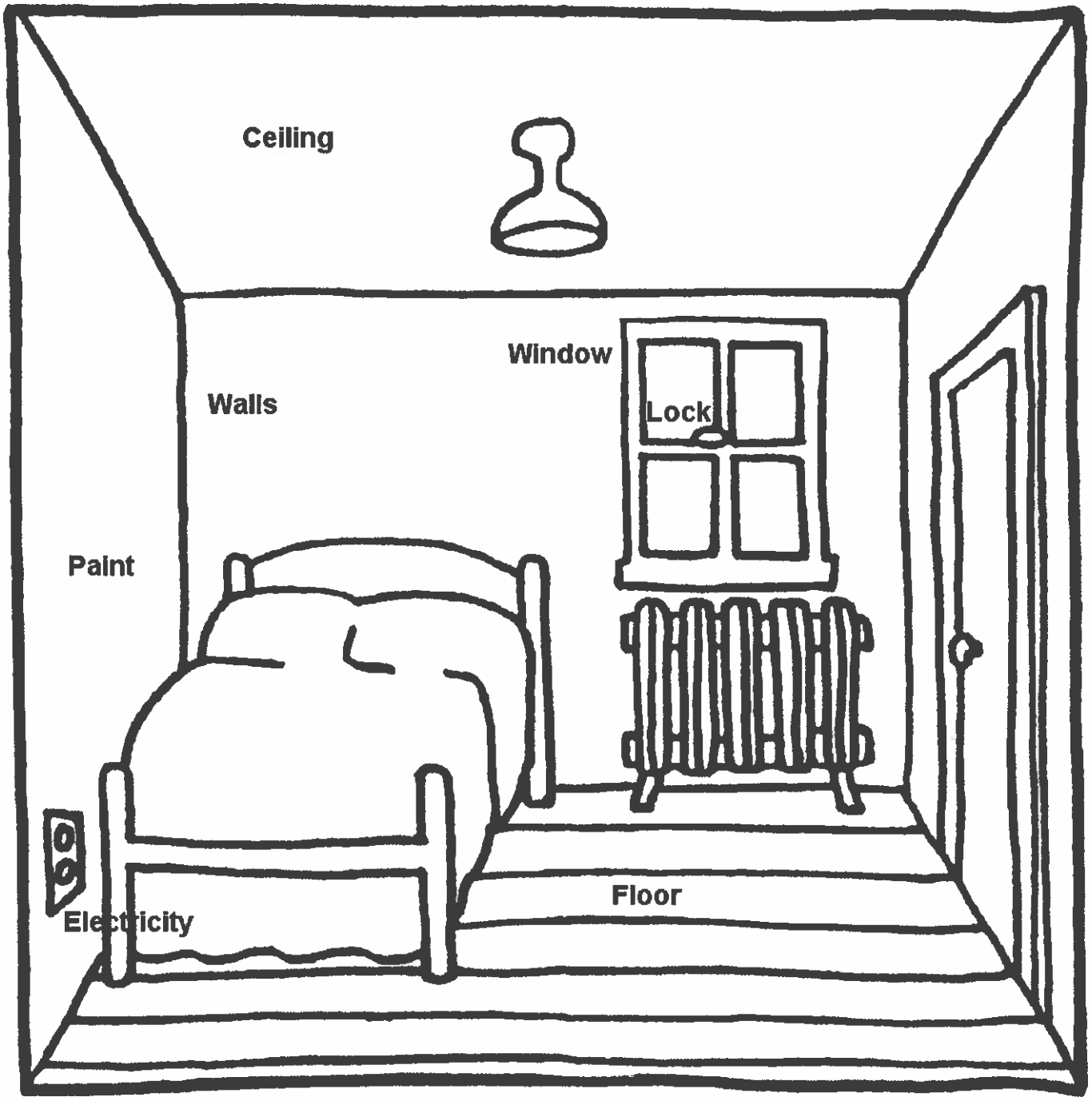
- The condition of the windows.
  -- Are there small cracks in the panes?

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

- The location of electric outlets and light fixtures.

- The condition of the paint and wallpaper
  -- Are they worn, faded, or dirty?

- The condition of the floors.
  -- Are they scratched and worn?


Ceiling
Window
Walls
Lock
Paint
Floor
Electricity

5. Building Exterior, Plumbing, and Heating

The Building must have:

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

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

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

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

Foundation
A foundation in good condition that has no serious leaks.

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

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

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

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

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

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

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

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

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

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

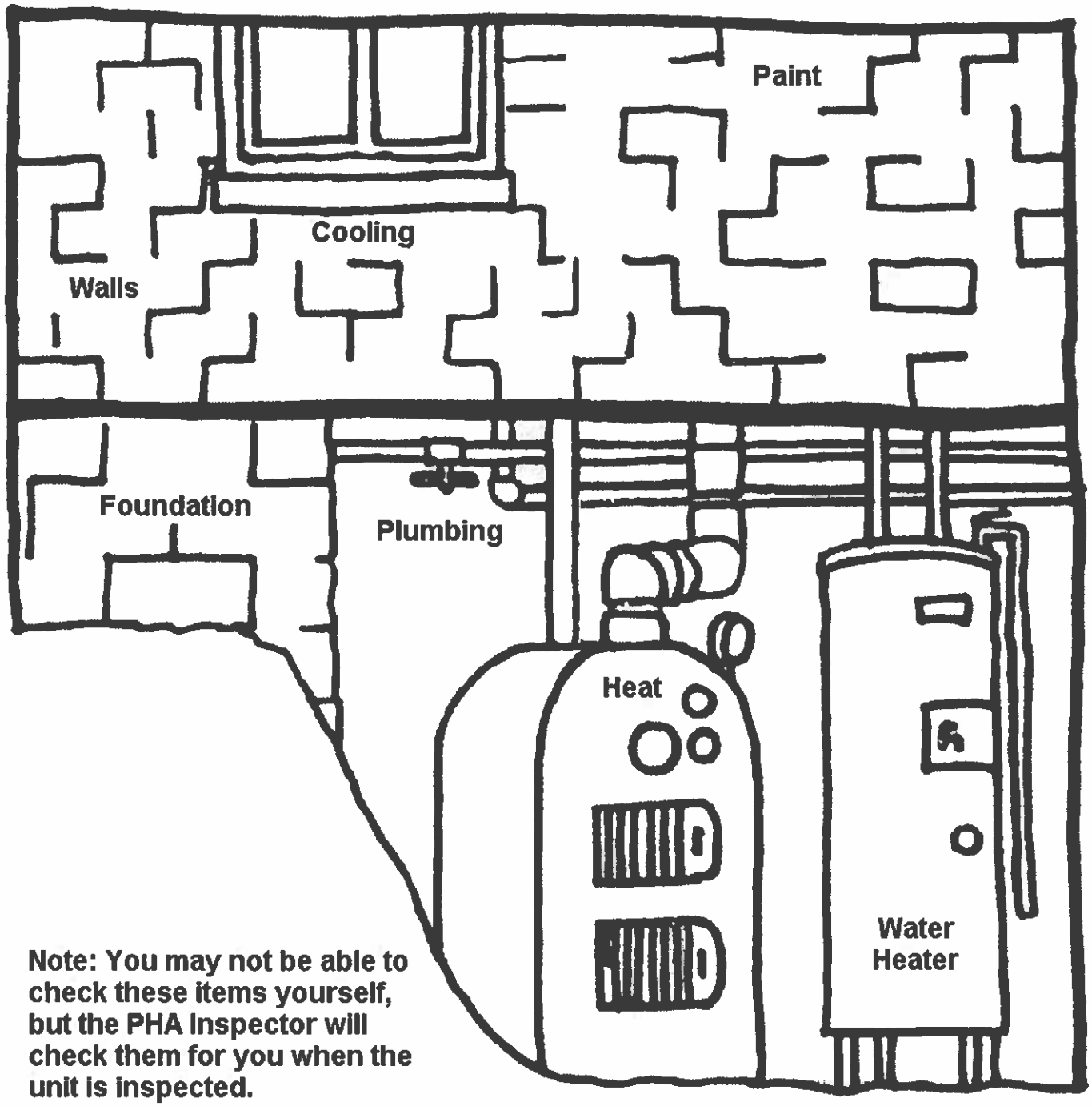
You should also think about:

- How well maintained the apartment is.

- The type of heating equipment.
  --Will it be able to supply enough heat for you in the winter, to all rooms used for living?

- The amount and type of weatherization and its affect on utility costs.
  -- Is there insulation?
  -- Are there storm windows?
  -- Is there weather-stripping around the windows and doors?

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



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

6. Health and Safety

The Building and Site must have:

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

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

Elevators
Make sure the elevators are safe and work properly.

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

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

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

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

Lights
Lights that work in all common hallways and interior stairs.

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

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

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

For Manufactured Homes: Tie Downs
Manufactured homes must be place on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
  --Is it suitable for your family?

- How safe the house or apartment is for your family.

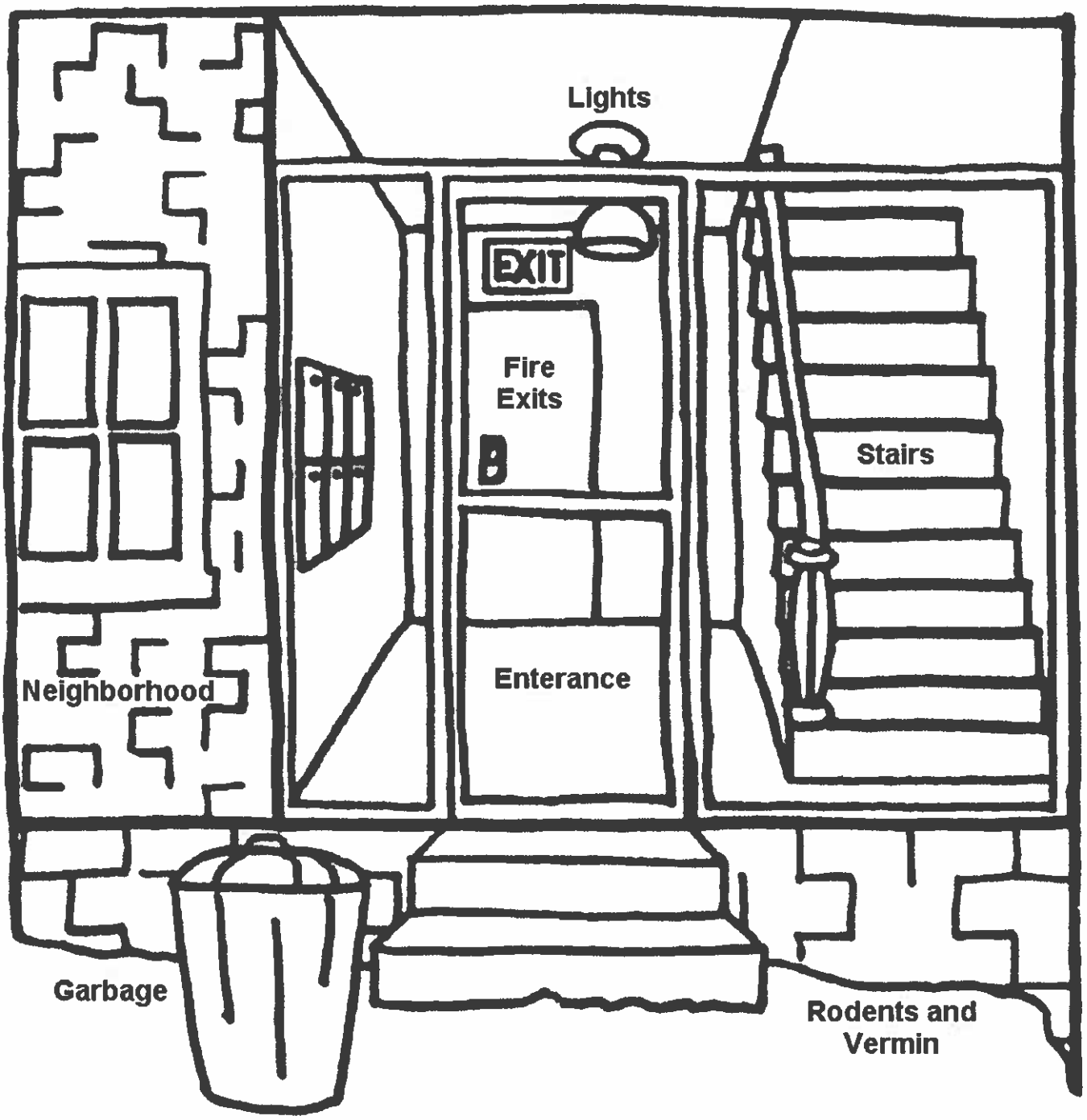
- The presence of screens and storm windows.

- Services in the neighborhood.
  --Are there stores nearby?
  --Are there schools nearby?
  --Are there hospitals nearby?
  --Is there transportation nearby?

- Are there job opportunities nearby?

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

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



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

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

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.

- Additional things that you should think about for the special needs of your family.

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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

Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

December 2012

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 eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

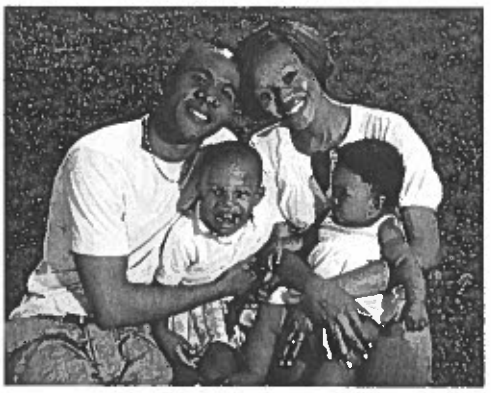
Lead Gets into the Body in Many Ways

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

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

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

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



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

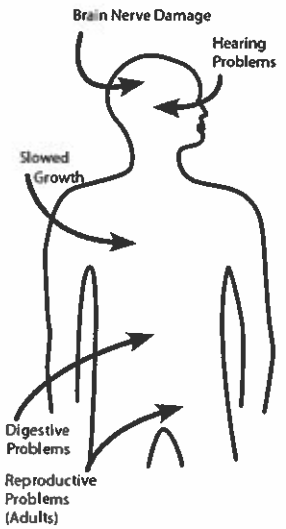
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/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, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

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

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

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

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ 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 sampling 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 eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

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

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

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

- Hire a Lead-Safe Certified firm (see page12) 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

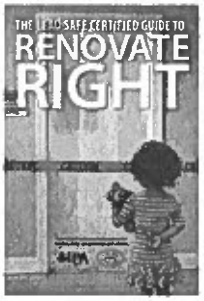
If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 250 µg/ft^2 for interior windows sills
- 400 µg/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
Suite 1100 (CPT) One Congress Street
Boston, MA 02114-2023
(617) 918-1524

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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

Regional Lead Contact
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
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 the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
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

EPA-747-K-12-001
December 2012

IMPORTANT!

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

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

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.9/30/2010)

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

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

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

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

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

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

7. Maintenance, Utilities, and Other Services

a. **Maintenance**

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

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

b. **Utilities and appliances**

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

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

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

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

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

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

8. Termination of Tenancy by Owner

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

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

(1) Serious or repeated violation of the lease;

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

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

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

c. **Criminal activity or alcohol abuse.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Disturbance of neighbors,

(b) Destruction of property, or

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

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

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

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

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 an 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 a Victim of Housing Discrimination?

Fair Housing is Your Right!

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

U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

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

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

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

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

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

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

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

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

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

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

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

To file electronically, visit: www.hud.gov

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. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

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

Disclosure of this information is voluntary.

EQUAL HOUSING OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Housing Discrimination Information

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

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

Your Name

Your Address

City | State | Zip Code

Best time to call | Your Daytime Phone No | Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name | Best Time to call

Daytime Phone No | Evening Phone No

Contact's Name | Best Time to call

Daytime Phone No | Evening Phone No

1 What happened to you?

How were you discriminated against?

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

State briefly what happened.

Housing Discrimination Information

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

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

Is it because of your:

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

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

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

3 Who do you believe discriminated against you?

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

Identify who you believe discriminated against you.

Name _____

Address _____

4 Where did the alleged act of discrimination occur?

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

Did it occur at a bank or other lending institution?

Provide the address.

Address _____

City _____ State _____ Zip Code _____

5 When did the last act of discrimination occur?

Enter the date ____/____/____

Is the alleged discrimination continuing or ongoing? Yes No_____ _____

Signature _____ Date _____

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

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

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

If You Believe Your Rights Have Been Violated...

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

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

Keep this information for your records.

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

Address to which you sent the information:

Office _____ Telephone _____

Street _____

City _____ State _____ Zip Code _____

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

Are You a Victim of Housing Discrimination?

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

Alphonso Jackson
Secretary

How do you recognize Housing Discrimination?

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

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

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

[Gastonia housing Authority Section 8]

Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[2] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that [Gastonia Housing Authority Section 8] is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

Protections for Applicants

If you otherwise qualify for assistance under [Gastonia Housing Authority Section 8], you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If you are receiving assistance under [Gastonia Housing Authority Section 8], you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under [Gastonia Housing Authority Section 8 solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to

additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice
You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[Gastonia Housing Authority Section 8]** or

Greensboro Field Office
Asheville Building
1500 Pinecroft Road
Suite 401
Greensboro, NC 27407-3838

For Additional Information

You may view a copy of HUD's final VAWA rule at

[https://portal.hud.gov/hudportal/documents/huddoc?id=5720-F-03VAWAFinRule.pdf].

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **[Gastonia Housing Authority Section 8]**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact [www.TheShelterofGastonCounty.com].

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

For help regarding sexual assault, you may contact [www.TheShelterofGastonCounty.com]

Victims of stalking seeking help may contact [www.TheShelterofGastonCounty.com].

Attachment: Certification form HUD-5382 **[form approved for this program to be included]**

EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's)_____

3. Name(s) of other family member(s) listed on the lease:_____

_____

4. Name(s) of other family member(s) who would transfer with the victim:_____

_____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim:_____

7. Name of the accused perpetrator (if known and can be safely disclosed):_____

8. Relationship of the accused perpetrator to the victim:_____

9. Date(s), Time(s) and location(s) of incident(s):_____

_____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

_____

_____

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____Signed on (Date) _____

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. **Date the written request is received by victim:** _____
2. **Name of victim:** _____
3. **Your name (if different from victim's):** _____
4. **Name(s) of other family member(s) listed on the lease:** _____

_____

5. **Residence of victim:** _____
6. **Name of the accused perpetrator (if known and can be safely disclosed):** _____

_____

7. **Relationship of the accused perpetrator to the victim:** _____
8. **Date(s) and times(s) of incident(s) (if known):** _____

_____

10. **Location of incident(s):** _____

In your own words, briefly describe the incident(s):
_____
_____
_____
_____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

FY 2021 Payment Standards

110% of Small Area Fair Market Rents

28006	Alexis	$814	$935	$1,232	$1,529	$1,757
28012	Belmont	$924	$1,056	$1,397	$1,793	$2,061
28016	Bessemer City	$803	$913	$1,199	$1,551	$1,783
28021	Cherryville	$748	$869	$1,144	$1,441	$1,656
28032	Cramerton	$1,001	$1,144	$1,507	$1,947	$2,238
28033	Crouse	$781	$935	$1,232	$1,463	$1,681
28034	Dallas	$781	$891	$1,177	$1,518	$1,745
28052	Gastonia	$891	$1,012	$1,331	$1,716	$1,973
28054	Gastonia	$979	$1,122	$1,474	$1,903	$2,187
28056	Gastonia	$924	$1,056	$1,397	$1,793	$2,061
28077	High Shoals	$770	$880	$1,155	$1,496	$1,720
28080	Iron Station	$770	$946	$1,243	$1,441	$1,656
28086	Kings Mountain	$803	$913	$1,199	$1,551	$1,783
28092	Boger City	$759	$935	$1,232	$1,408	$1,619
28098	Lowell	$792	$902	$1,188	$1,529	$1,757
28101	McAdenville	$902	$1,034	$1,364	$1,760	$2,024
28120	Mount Holly	$902	$1,023	$1,353	$1,738	$1,998
28164	Stanley	$781	$913	$1,199	$1,485	$1,707

FY 2021 Payment Standards - for Emergency Housing Vouchers

120% of Small Area Fair Market Rents

28006	Alexis	$888	$1,020	$1,344	$1,668	$1,918
28012	Belmont	$1,008	$1,152	$1,524	$1,956	$2,249
28016	Bessemer City	$876	$996	$1,308	$1,692	$1,945
28021	Cherryville	$816	$948	$1,248	$1,572	$1,807
28032	Cramerton	$1,092	$1,248	$1,644	$2,124	$2,442
28033	Crouse	$852	$1,020	$1,344	$1,596	$1,835
28034	Dallas	$852	$972	$1,284	$1,656	$1,904
28052	Gastonia	$972	$1,104	$1,452	$1,872	$2,153
28054	Gastonia	$1,068	$1,224	$1,608	$2,076	$2,387
28056	Gastonia	$1,008	$1,152	$1,524	$1,956	$2,249
28077	High Shoals	$840	$960	$1,260	$1,632	$1,877
28080	Iron Station	$840	$1,032	$1,356	$1,572	$1,807
28086	Kings Mountain	$876	$996	$1,308	$1,692	$1,945
28092	Boger City	$828	$1,020	$1,344	$1,536	$1,766
28098	Lowell	$864	$984	$1,296	$1,668	$1,918
28101	McAdenville	$984	$1,128	$1,488	$1,920	$2,208
28120	Mount Holly	$984	$1,116	$1,476	$1,896	$2,180
28164	Stanley	$852	$996	$1,308	$1,620	$1,862

Average Utility Allowances

Apartments

1BR	2BR	3BR	4BR	5BR
173	197	228	260	290

Houses

1BR	2BR	3BR	4BR	5BR
176	207	237	271	301

Mobile Homes

1BR	2BR	3BR	DW
182	210	242	277

Do ***NOT*** use average Utility Allowances if the unit:

Has oil heating (oil tank)
Has propare
Water, sewer, or trash collection is provided by anyone other than the City of Gastonia

Gastonia Housing Authority Contact List

Due to heavy call volume, our staff is not always able to answer your call. Please leave us a voicemail with your name, contact information and how we can help. Our office strives to responds to questions regarding applications, waiting list information and general applicant inquires within 7 days.

New applicants or applicants currently on the waitlist

Checking your position on the waiting list
To check position on the waiting list, applicants should call our automated waiting list information line at 704-675-7677.

Other applicant inquiries or issues
All other general applicant inquiries or issues should be directed to Section8@ghanc.org or 704-349-5113.

If you have not received a response within 7 days, please contact Tammy Leighton at t.d.leighton@ghanc.org or 704-349-5111.

Applicants who have been pulled from the waiting list
Current voucher holders
Requests for Tenancy Approval Forms (RfTAs)

Housing Clerk	Email Address	Phone #
Eboney Sharpe	Section8@ghanc.org	704-349-5103

Current Housing Choice Voucher (HCV) Program Participants / Tenants and their Landlords

Our HCV caseloads are divided alphabetically by last name.

Housing Specialist	Email Address	Phone #	Caseload by Last Name
Lynette Harwood	l.s.harwood@ghanc.org	704349-5121	A – Jen
Latrisa Williams	l.m.williams@ghanc.org	704-349-5125	Jeo - Z

RAD Applicants and Tenants

Cameron Courts, Weldon Heights, Mountain View and Linwood Terrace

Housing Specialist	Email Address	Phone #
Carmelia Owens	c.m.owens@ghanc.org	704-349-5140

If you do not receive a response from your housing specialist within 2 business days, please contact Teresa Moultrie, Housing Programs Manager at t.m.moultrie@ghanc.org or 704-349-5106. Please remember GHA offices are closed on Fridays.

Concerned Citizens or Complaints

Citizens who have a concern or who wish to report fraud or abuse should contact Gigi Campbell at g.n.campbell@ghanc.org or at 704-349-5098. Complaints can also be submitted on our website at www.ghanc.org.

C:\Users\sjf7777\Desktop\GHA Contact List.docx

I, _____, do hereby certify that I have received a copy of the Gastonia Housing Authority Section 8 Tenant Infor-mation Booklet. It has been explained to me that I am responsible for the material contained within this booklet. If there is a handicap or disability which prevents me from reading or understanding any part of this pamphlet, it is my responsibility to notify a representative of GHA to request a reasonable accommodation. This information is not necessarily all-inclusive and is subject to change as required by federal, state, and local law or Gastonia Housing Authority internal policy.

In addition to other information, the following documents are contained within this pamphlet:

- General Section 8 Tenant Information.
- Section 8 Family Obligations and Program Rules.
- Notice of Portability.
- Protect Your Family From Lead in Your Home.
- Section 8 Tenancy Addendum.
- EIV and the Income Verification Process.
- A Good Place to Live.
- Fair Housing- It's Your Right.
- Housing Discrimination complaint form.

_____	_____
Applicant/Tenant Signature	Date
_____	_____
Co-Applicant/Spouse Signature	Date
_____	_____
Other Adult in Household Signature	Date
_____	_____
Other Adult in Household Signature	Date