

WELCOME TO THE HOUSING CHOICE VOUCHER PROGRAM

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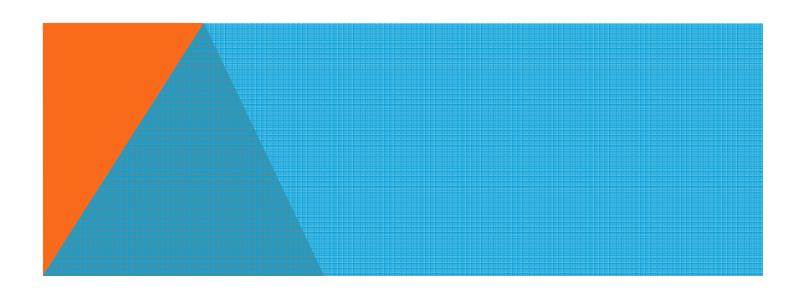
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THE HOUSING CHOICE VOUCHER PROCESS

Briefing & Voucher Issuance

Unit Search & RFTA Submission RFTA Approval & Inspection Lease/HAP Contract Processing

Contract Signing & Move-In!



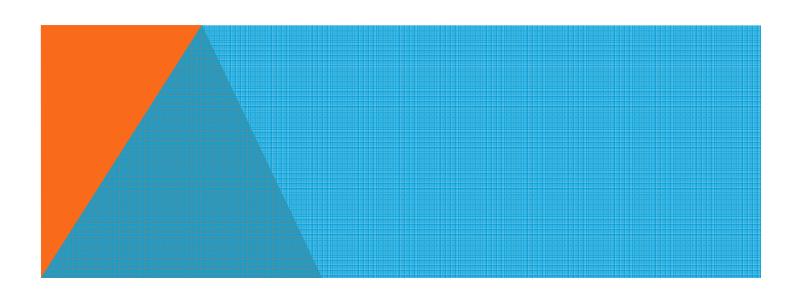
Briefing & Voucher Issuance

Unit Search & RFTA Submission RFTA Approval & Inspection Lease/HAP Contract Processing Contract
Signing &
Move-In!

- By accepting rental assistance under the Housing Choice Voucher, you have agreed to comply with a set of program rules known as the Family Obligations.
- Failure to follow the Family Obligations may result in termination of your housing assistance.
- Listed below are the program rules families are most likely to violate:

1. Failure to supply requested information:

- > All requests for information must be responded to.
- Necessary to determine your eligibility for assistance when you enter the program and each year you continue to receive assistance.
- Failure to respond may lead to termination from the program.

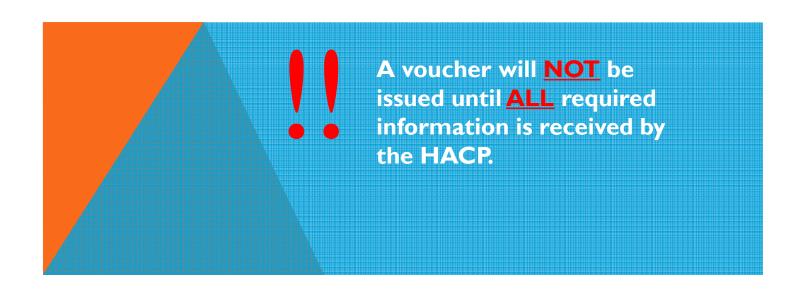


Briefing & Voucher Issuance

Unit Search & RFTA Approval & Contract Signing & Move-In!

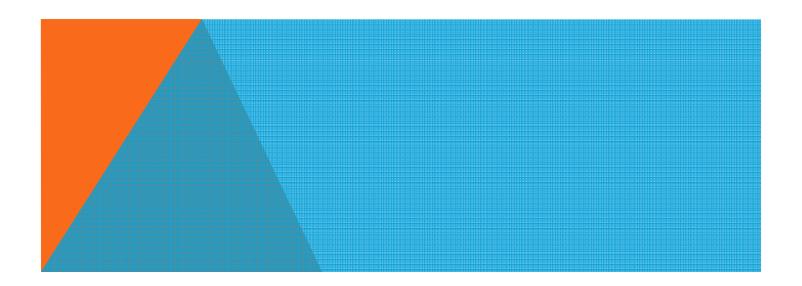
RFTA Approval & Processing Move-In!

- Applicant attends briefing session
- The HACP ensures applicant's file is complete
- The HACP issues the voucher and Request for Tenancy Approval (RFTA)





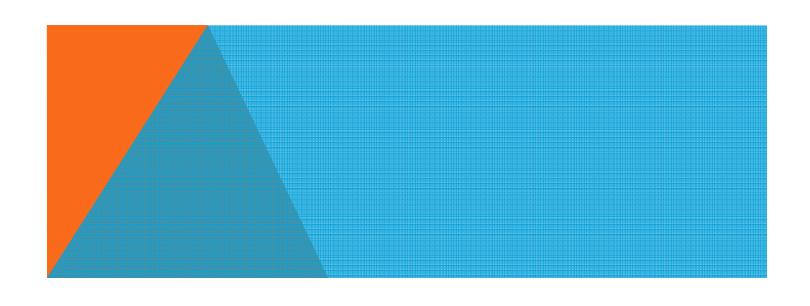
- 2. The family must not commit any serious or repeated lease violations:
 - Not paying rent on time
 - Causing damage to the unit
- 3. Failure to report a change in family composition:
 - The HACP must be notified of, and approve the addition of, each new person you wish to add to the household.
- 4. Family members must not commit fraud, bribery or other criminal acts in connection with the program; must not engage in drug-related or violent criminal activity; and must not use illegal drugs or abuse alcohol in ways that threaten the health, safety or right to peaceful enjoyment of the other residents/persons residing in the general vicinity.



Briefing & Voucher Issuance

Unit Search & RFTA Submission RFTA Approval & Inspection Lease/HAP Contract Processing Contract Signing & Move-In!

Documents for Signature HACP Copies





Housing Choice Voucher Department

200 Ross Street, 7th floor Pittsburgh, PA 15219 412-456-5090, Fax: 412-456-5051 TDD: 412-201-5384

www.hacp.org

[Homeless at Admission Survey]

Notice to applicants and tenants: Completing this survey will not affect your eligibility to receive housing assistance. HACP is required by the U.S. Department of Housing and Urban Development to collect information on the number of homeless or formerly homeless households and individuals who receive housing assistance. HACP therefore requires each applicant for, or recipient of, housing assistance to read the statements carefully, check the applicable boxes, print, sign and date.

Please check the appropriate box(es)

- □ Are you currently living in a car, on the street, or another place not meant for human habitation?
- □ Are you currently living in an emergency shelter, transitional housing, Safe Haven, or a hotel/motel paid for by a charitable organization or by federal, state or local government programs for low-income or homeless individuals?
- Are you exiting an institution, including a hospital, substance abuse or mental health treatment facility, or jail/prison, where you stayed for 90 days or less? If so, were you living in an emergency shelter or place not meant for human habitation immediately before entering that institution?
- Are you fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions for you or a family member, including a child, that has either taken place within your family's primary nighttime residence or has made you afraid to return to your primary nighttime residence?
 - □ If you checked any of the above boxes, do you currently have nowhere else to live and also lack the resources or support networks, including family, friends, faith-based, or other social networks, to obtain other permanent housing?
- □ None of the above apply to my current housing situation.

HEAD OF HOUSEHOLD SIGNATURE	(DATE)
PRINT HEAD OF HOUSEHOLD NAME	(DATE)



Housing Authority of the City of Pittsburgh

Housing Choice Voucher Program (Section 8) Department

Family Obligations 24 CFR Section 982.551, as amended by MtW

- 1. The family must supply any information that HACP or HUD determines to be necessary including submission of required evidence of citizenship or eligible immigration status.
- 2. The family must supply any information requested by HACP or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- 3. The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- 4. Any information supplied by the family must be true and complete.
- 5. The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.
- 6. The family must allow HACP to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
- 7. The family must not commit any serious or repeated violation of the lease.

HACP will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that causes damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.

8. The family must notify HACP and the owner before moving out of the unit or terminating the lease.

The family must comply with lease requirements regarding written notice to the owner.

The family must provide written notice to HACP at the same time the owner is notified.

- 9. The family must promptly give HACP a copy of any owner eviction notice.
- 10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- 11. The composition of the assisted family residing in the unit must be approved by HACP. The family must promptly notify HACP in writing of the birth, adoption, or court-awarded custody of a child. The family must also promptly notify HACP in writing of the marriage of a household member. The family must request HACP approval to add any other family member as an occupant of the unit.
- 12. The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. HACP will determine eligibility of the new member, including members added through marriage, in accordance with the policies in Chapter 3.
- 13. The family must promptly notify HACP in writing if any family member no longer lives in the unit.
- 14. If HACP has given approval, a foster child or a live-in aide may reside in the unit. HACP has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when HACP consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).

- 15. The family must not sublease the unit, assign the lease, or transfer the unit.
 - Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
- 16. The family must supply any information requested by HACP to verify that the family is living in the unit or information related to family absence from the unit.
- 17. The family must promptly notify HACP when the family is absent from the unit.
 - Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to HACP at the start of the extended absence.
- 18. The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- 19. The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- 20. Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).
- 21. Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and HACP policies related to drug-related and violent criminal activity.
- 22. Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and HACP policies related to alcohol abuse.
- 23. An assisted family or member of the family must not receive HCV 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.
- 24. A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HACP has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]
- 25. Members of the household must participant in the Family Self-Sufficiency program in cases were Hardship on the minimum rent apply.

Tenant	Date
HACP	



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Knoon About BIV

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

What is EIV?

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

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

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

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

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

What is the EIV information used for?

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

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

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

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

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

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

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

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are Notice and Authorization for Release of Information) or assistance. The information collected about you will be required to sign one or more consent forms. When you sign a form HUD-9886 (Federal Privacy Act a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA. Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.

What are my responsibilities?

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

February 2010

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

What are the penalties for providing false information?

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

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

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

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

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

What do I do if the EIV information is incorrect?

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

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

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

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

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

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

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

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

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

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

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

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

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

My signature below is confirmation that I have received this Guide.

Signature

Date

Authorization for the Release of Information/ Privacy Act Notice

to the U.S. Department of Housing and Urban Development (HUD) and the Housing Agency/Authority (HA)

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

Office of Public and Indian Housing

OMB CONTROL NUMBER: 2501-0014

exp. 1/31/2014

PHA requesting release of information; (Cross out space if none) (Full address, name of contact person, and date)

IHA requesting release of information: (Cross out space if none) (Full address, name of contact person, and date)

Authority: Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

Purpose: In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

Who Must Sign the Consent Form: Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

PHA-owned rental public housing
Turnkey III Homeownership Opportunities
Mutual Help Homeownership Opportunity
Section 23 and 19(c) leased housing
Section 23 Housing Assistance Payments
HA-owned rental Indian housing
Section 8 Rental Certificate
Section 8 Rental Voucher
Section 8 Moderate Rehabilitation

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:			
Head of Household	Date		
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
Spouse	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date

Privacy Act Notice. Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent:

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of Information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.



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

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 08/31/2016.

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

- Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
- 2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
- 3. Whether or not you have defaulted on a repayment agreement; and
- 4. Whether or not the PHA has obtained a judgment against you; and
- 5. Whether or not you have filed for bankruptcy; and
- 6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

How long is the debt owed and termination information maintained in EIV?

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date.

What are my rights?

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

- 1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
- 2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
- 3. To have incorrect information in your record corrected upon written request.
- 4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
- 5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

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HOUSING AUTHORITY OF THE CITY OF PITTSBURGH SECTION 8 DEPARTMENT 200 ROSS STREET, 7TH FLOOR PITTSBURGH. PA 15219

	t the PHA provided me with the
Debts Owed to PHAs & Te	rmination Notice:
Signature	Date
Printed Name	



Housing Authority of the City of Pittsburgh

Occupancy Department 100 Ross Street, Suite 420 Pittsburgh, PA 15219 Phone 412-456-5030 Fax 412-456-5182 TTY 412-201-5384

The federal government passed a law known as the Violence Against Women Act of 2005 (VAWA), which requires all Public Housing Authorities to notify persons participating in the Housing Choice Voucher and the Low Income Public Housing programs about important protections for victims of domestic violence, dating violence, sexual assault and stalking. This law protects victims of these crimes from having their rental assistance terminated or application denied be ause of violence related to these crimes.

As a participant or an applicant of a federally funded housing rental assistance program, you have certain rights if you are the victim of such an incident. An important protection provided by VAWA is that incidents of domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease and will not be good cause for terminating your tenancy or occupancy rights, or denying your application.

This notice outlines your protections and your responsibilities. Please read this notice carefully. If you have any questions concerning this matter, please call Housing Authority of the City of Pittsburgh at 412-456-5030.

NOTICE OF PROTECTION VIOLENCE AGAINST WOMEN ACT OF 2005

As a participant in Housing Authority of the City of Pittsburgh (HACP) public housing or Section 8 Housing Choice Voucher program, you have a right to continued access to rental assistance and to continue living in your assisted rental unit unless you do something that gives the landlord or HACP "good cause" to evict you or terminate you from the program.

This notice provides basic information about your rights under the Violence Against Women Act of 2005 (VAWA).

Why are you being notified of your right against eviction, denial or termination without "good cause" in cases of domestic violence, dating violence, sexual assault, or stalking?

The federal regulations for the Section 8 Housing Choice Voucher or Public Housing programs require protection against eviction and termination or denial of program rental assistance without "good cause". The Violence Against Women Act of 2005 (VAWA) requires HACP to notify you of your housing rights in the event you are a victim of domestic violence, dating violence, sexual assault or stalking.

What is "good cause" for the landlord to evict or HACP to deny or terminate housing assistance?

It is difficult to provide a specific list of "good causes" for landlords or HACP to evict residents. However, the landlord would have "good cause" if you commit a serious or repeated violation of the terms of your lease. HACP would have "good cause" to deny admission to the program or terminate rental assistance if you fail to meet program qualifications or violate your family obligations, or if you commit a serious or repeated violation of the terms of your lease. Some examples of what might be considered good cause are failure to pay rent on time, failure to cooperate with legal reexamination requirements, having unauthorized persons living with you, engaging in illegal activity or criminal activity.

However, VAWA protects a victim from being evicted, denied admission to the program, or terminated from the program based on incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking. The law says that incidents of such violence cannot be counted as a "serious or repeated violation of the lease" or

"good cause" for evicting, denying program admission, or terminating rental assistance for the victim. Also, criminal activity "directly relating" to such violence cannot be the basis of an eviction, denial, or termination.

Does this mean that a victim of domestic violence, dating violence, dating violence, sexual assault or stalking cannot be evicted from a unit, denied admission or terminated from the program at all?

No. If a victim engages in criminal activity or other lease violations not related to the abuse, she or he may be evicted from a unit, denied admission to the program, or have rental assistance terminated, as long as the landlord and Housing Authority do not hold her or him to a higher standard than other tenants.

Can the abuser or stalker be evicted?

Yes. The law allows the landlord to evict the perpetrator of domestic violence, dating violence, dating violence, sexual assault, or stalking without penalizing the victim of the incident. HACP may deny admission or terminate the perpetrator's participation in the program. In addition, HACP may terminate your rental assistance if the perpetrator has been residing in your unit without prior approval, or continues to reside in your unit after being removed from your household due to an incident of domestic violence, dating violence or stalking.

Can HACP ask you to provide "proof" that you are a victim?

Yes. If you are claiming protection from an eviction, HACP will provide you with a Claim of Domestic Violence, Dating Violence or Stalking form, hereafter Claim form. You will be required to complete and return this form, along with the supporting documentation that proves your claim of violence. By law, you are not required to have a restraining order or protective order, or to have called the police. You can meet this requirement by providing a court record, documentation from a mental health professional a police record or an original statement, on letterhead, from a victim service provider, medical professional or lawyer who helped you address the violence. The statement must include the name of the perpetrator.

If you are providing a statement from a victim service provider, mental health professional, medical professional or lawyer who was asked to help you in addressing the violence, the individual providing the statement must state under penalty of perjury that he or she believes that the incident or incidents are bona fide incidents of abuse. You must also sign or attest to the statement.

You will have 14 business days to provide the Claim form and the supporting documentation that proves your claim of violence. HACP may extend this time period at its discretion. If you do not provide the required documentation by the deadline, HACP may initiate denial or termination proceedings.

Will information you provide be kept confidential?

Yes. HACP must keep information about abuse confidential, including the fact that you are a victim of domestic violence, dating violence, sexual assault or stalking. HACP may disclose the information if you request or agree to the disclosure in writing, if the information is required for use in an eviction proceeding, or if the disclosure is otherwise required by law.

What if you need to move or transfer to another unit because of the violence?

The Violence Against Women Act does not give you the right to break a lease. You may be eligible for a transfer if you have complied with all other eligibility requirements.

For Help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

I hereby acknowledge that the Housing Against Women Act of 2005 (VAWA) Noti	Authority of the City of Pittsburgh providice:	led with the Violence
Signature	Printed Name	Date

(21) (Page 2 of 2)

[Insert Name of Housing Provider¹]

Notice of Occupancy Rights under the Violence Against Women Act²

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.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that [insert name of program or rental assistance] 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 [insert name of program or rental assistance], 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 The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ 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 [insert name of program or rental assistance], 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 [insert name of program or rental assistance] 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 [insert contact information for any intermediary, if applicable] or [insert HUD field office].

For Additional Information

You may view a copy of HUD's final VAWA rule at [insert Federal Register link].

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 [insert name of program or rental assistance contact information able to answer questions on VAWA].

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 [Insert contact information for relevant local organizations].

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 [Insert contact information for relevant organizations]

Victims of stalking seeking help may contact [Insert contact information for relevant organizations].

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

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR ST

U.S. Department of Housing and Urban Development

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

SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

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 ictim. 8. Date(s) and times(s) of incident(s) (if snow):			
10. Location of incident(s):			
In your own words, briefly describe the incidences):			
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.			

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.

Signature

Signed on (Date)

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

This form is to be provided to each applicant for federally assisted housing

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. You may update, remove, or change the information you provide on this form at any time. You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

Applicant Name:	
Mailing Address:	
Telephone No:	Cell Phone No:
Name of Additional Contact Person or On	rganization:
Address:	
Telephone No:	Cell Phone No:
E-Mail Address (if applicable):	
Relationship to Applicant:	
Reason for Contact: (Check all that apply) Emergency Unable to contact you Termination of rental assistance Eviction from unit Late payment of rent	Assist with Recertification Process Change in lease terms Change in house rules Other:
	: If you are approved for housing, this information will be kept as part of your tenant file. If issues ervices or special care, we may contact the person or organization you listed to assist in resolving the to you.
Confidentiality Statement: The information proapplicant or applicable law.	ovided on this form is confidential and will not be disclosed to anyone except as permitted by the
requires each applicant for federally assisted hou organization. By accepting the applicant's applic requirements of 24 CFR section 5.105, including	and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) using to be offered the option of providing information regarding an additional contact person or cation, the housing provider agrees to comply with the non-discrimination and equal opportunity g the prohibitions on discrimination in admission to or participation in federally assisted housing actional origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on Act of 1975.
Check this box if you choose not to prov	ide the contact information.
Signature of Applicant	Date

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 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. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.

Form HUD- 92006 (05/09)



Housing Choice Voucher Program

200 Ross Street, 7th Floor Pittsburgh, PA 15219 412-456-5090, fax: 412-456-5224 www.hacp.org

What Happens After You Find A Unit – The Basics

- 1. Voucher holder and landlord completely fill out the Request for Tenancy Approval (RFTA)
- 2. Voucher holder submits RFTA to HCV Office (200 Ross Street, 7th Floor, Pittsburgh, PA 15219)
- 3. The RFTA is then processed in preparation for inspection of the unit. This step normally takes between 5-10 business days, unless there are delays.
 - Delays in processing the submitted RFTA can extend processing by an <u>additional</u> 5-10 business days (or longer) Delays include but are not limited to:
 - The RFTA is not filled out in its entirety
 - Water/Sewage and Tax information is missing
 - o The unit isn't affordable to the voucher holder
 - IT IS IMPERATIVE THE CONTACT INFORMATION ON THE RFTA IS ACCURATE! HACP MAY USE
 THAT INFORMATION TO CONTACT YOU VIA MAIL AND POSSIBLY PHONE/EMAIL IF NECESSARY
 DURING THIS PROCESS. IT IS YOUR RESPONSIBILITY TO KEEP HACP INFORMED OF YOUR
 CURRENT MAILING ADDRESS AND PHONE NUMBER
- 4. Once the unit is scheduled for inspection, HACP will notify the landlord/ voucher holder of the pending inspection date and time. This step may take 2-5 business days.
- 5. The unit is inspected. This step takes 1 business day.
- 6. If the unit fails inspection, the landlord will be given a list of deficiencies to repair and the date/time of reinspection approximately 28 days from the date of the failed inspection.
 - If the landlord repairs the deficiencies before the scheduled re-inspection date, they may contact HACP to schedule a sooner re-inspection date.
- 7. If the unit passes inspection, the inspection information is reviewed, verified, and provided to voucher holder's housing specialist within 3-5 business days.
- 8. The voucher holder's housing specialist reviews the information and prepares the leasing documents. This step normally takes 5-10 business days.
 - If additional information or documentation must be requested from the voucher holder household, delays may result. Delays may take up to an additional 10 business days or longer.
- 9. The tenant file and leasing documents are then reviewed for accuracy and completeness. This step normally takes 1-2 business days.
 - If additional information or documentation must be requested from the voucher holder household or landlord, delays can result. **Delays may take up to an additional 10 business days or longer**.
- 10. Once the information is successfully reviewed without errors, the Landlord and voucher holder is contacted by HACP to sign leasing documents.

Applicant Signature:	Date:	



Documents for Signature

(Your Copy)



Housing Choice Voucher Department

200 Ross Street, 7th floor Pittsburgh, PA 15219 412-456-5090, Fax: 412-456-5051 TDD: 412-201-5384

www.hacp.org

[Homeless at Admission Survey]

Notice to applicants and tenants: Completing this survey will not affect your eligibility to receive housing assistance. HACP is required by the U.S. Department of Housing and Urban Development to collect information on the number of homeless or formerly homeless households and individuals who receive housing assistance. HACP therefore requires each applicant for, or recipient of, housing assistance to read the statements carefully, check the applicable boxes, print, sign and date.

Please check the appropriate box(es)

- □ Are you currently living in a car, on the street, or another place not meant for human habitation?
- Are you currently living in an emergency shelter, transitional housing, Safe Haven, or a hotel/motel paid for by a charitable organization or by federal, state or local government programs for low-income or homeless individuals?
- Are you exiting an institution, including a hospital, substance abuse or mental health treatment facility, or jail/prison, where you stayed for 90 days or less? If so, were you living in an emergency shelter or place not meant for human habitation immediately before entering that institution?
- Are you fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions for you or a family member, including a child, that has either taken place within your family's primary nighttime residence or has made you afraid to return to your primary nighttime residence?
 - □ If you checked any of the above boxes, do you currently have nowhere else to live and also lack the resources or support networks, including family, friends, faith-based, or other social networks, to obtain other permanent housing?
- □ None of the above apply to my current housing situation.

HEAD OF HOUSEHOLD SIGNATURE	(DATE)
PRINT HEAD OF HOUSEHOLD NAME	(DATE)



Housing Authority of the City of Pittsburgh

Housing Choice Voucher Program (Section 8) Department

Family Obligations 24 CFR Section 982.551, as amended by MtW

- 1. The family must supply any information that HACP or HUD determines to be necessary including submission of required evidence of citizenship or eligible immigration status.
- 2. The family must supply any information requested by HACP or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- 3. The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- 4. Any information supplied by the family must be true and complete.
- 5. The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.
- 6. The family must allow HACP to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
- 7. The family must not commit any serious or repeated violation of the lease.

HACP will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that causes damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.

8. The family must notify HACP and the owner before moving out of the unit or terminating the lease.

The family must comply with lease requirements regarding written notice to the owner.

The family must provide written notice to HACP at the same time the owner is notified.

- 9. The family must promptly give HACP a copy of any owner eviction notice.
- 10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- 11. The composition of the assisted family residing in the unit must be approved by HACP. The family must promptly notify HACP in writing of the birth, adoption, or court-awarded custody of a child. The family must also promptly notify HACP in writing of the marriage of a household member. The family must request HACP approval to add any other family member as an occupant of the unit.
- 12. The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. HACP will determine eligibility of the new member, including members added through marriage, in accordance with the policies in Chapter 3.
- 13. The family must promptly notify HACP in writing if any family member no longer lives in the unit.
- 14. If HACP has given approval, a foster child or a live-in aide may reside in the unit. HACP has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when HACP consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).

- 15. The family must not sublease the unit, assign the lease, or transfer the unit.
 - Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
- 16. The family must supply any information requested by HACP to verify that the family is living in the unit or information related to family absence from the unit.
- 17. The family must promptly notify HACP when the family is absent from the unit.
 - Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to HACP at the start of the extended absence.
- 18. The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- 19. The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- 20. Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).
- 21. Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and HACP policies related to drug-related and violent criminal activity.
- 22. Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and HACP policies related to alcohol abuse.
- 23. An assisted family or member of the family must not receive HCV 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.
- 24. A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HACP has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]
- 25. Members of the household must participant in the Family Self-Sufficiency program in cases were Hardship on the minimum rent apply.

Tenant	Date
HACP	Date



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

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

What is EIV?

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

What information is in EIV and where does it

come from?

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

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

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

What is the EIV information used for?

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

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

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

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

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

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

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

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

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

What are my responsibilities?

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

February 2010

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

What are the penalties for providing false information?

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

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

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

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

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

What do I do if the EIV information is incorrect?

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

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

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

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

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

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

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

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

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

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

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: http://www.hud.gov/offices/pir/yxgrans/pl/thip/.iv.cfn.

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

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

My signature below is confirmation that I have received this Guide.

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Authorization for the Release of Information/ Privacy Act Notice

to the U.S. Department of Housing and Urban Development (HUD) and the Housing Agency/Authority (HA)

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

OMB CONTROL NUMBER: 2501-0014

exp. 1/31/2014

PHA requesting release of information; (Cross out space if none) (Full address, name of contact person, and date)

IHA requesting release of information: (Cross out space if none) (Full address, name of contact person, and date)

Authority: Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

Purpose: In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. Private owners may not request or receive information authorized by this form.

Who Must Sign the Consent Form: Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

PHA-owned rental public housing
Turnkey III Homeownership Opportunities
Mutual Help Homeownership Opportunity
Section 23 and 19(c) leased housing
Section 23 Housing Assistance Payments
HA-owned rental Indian housing
Section 8 Rental Certificate
Section 8 Rental Voucher
Section 8 Moderate Rehabilitation

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:			
Head of Household	Date		
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
Spouse	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date

Privacy Act Notice. Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent:

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.



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

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 08/31/2016.

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

- 1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
- 2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
- 3. Whether or not you have defaulted on a repayment agreement; and
- 4. Whether or not the PHA has obtained a judgment against you; and
- 5. Whether or not you have filed for bankruptcy; and
- 6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

How long is the debt owed and termination information maintained in EIV?

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date.

What are my rights?

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

- 1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
- 2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
- 3. To have incorrect information in your record corrected upon written request.
- 4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
- 5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

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HOUSING AUTHORITY OF THE CITY OF PITTSBURGH SECTION 8 DEPARTMENT 200 ROSS STREET, 7TH FLOOR PITTSBURGH. PA 15219

	t the PHA provided me with the
Debts Owed to PHAs & Te	rmination Notice:
Signature	Date
Printed Name	



Housing Authority of the City of Pittsburgh

Occupancy Department 100 Ross Street, Suite 420 Pittsburgh, PA 15219 Phone 412-456-5030 Fax 412-456-5182 TTY 412-201-5384

The federal government passed a law known as the Violence Against Women Act of 2005 (VAWA), which requires all Public Housing Authorities to notify persons participating in the Housing Choice Voucher and the Low Income Public Housing programs about important protections for victims of domestic violence, dating violence, sexual assault and stalking. This law protects victims of these crimes from having their rental assistance terminated or application denied be ause of violence related to these crimes.

As a participant or an applicant of a federally funded housing rental assistance program, you have certain rights if you are the victim of such an incident. An important protection provided by VAWA is that incidents of domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease and will not be good cause for terminating your tenancy or occupancy rights, or denying your application.

This notice outlines your protections and your responsibilities. Please read this notice carefully. If you have any questions concerning this matter, please call Housing Authority of the City of Pittsburgh at 412-456-5030.

NOTICE OF PROTECTION VIOLENCE AGAINST WOMEN ACT OF 2005

As a participant in Housing Authority of the City of Pittsburgh (HACP) public housing or Section 8 Housing Choice Voucher program, you have a right to continued access to rental assistance and to continue living in your assisted rental unit unless you do something that gives the landlord or HACP "good cause" to evict you or terminate you from the program.

This notice provides basic information about your rights under the Violence Against Women Act of 2005 (VAWA).

Why are you being notified of your right against eviction, denial or termination without "good cause" in cases of domestic violence, dating violence, sexual assault, or stalking?

The federal regulations for the Section 8 Housing Choice Voucher or Public Housing programs require protection against eviction and termination or denial of program rental assistance without "good cause". The Violence Against Women Act of 2005 (VAWA) requires HACP to notify you of your housing rights in the event you are a victim of domestic violence, dating violence, sexual assault or stalking.

What is "good cause" for the landlord to evict or HACP to deny or terminate housing assistance?

It is difficult to provide a specific list of "good causes" for landlords or HACP to evict residents. However, the landlord would have "good cause" if you commit a serious or repeated violation of the terms of your lease. HACP would have "good cause" to deny admission to the program or terminate rental assistance if you fail to meet program qualifications or violate your family obligations, or if you commit a serious or repeated violation of the terms of your lease. Some examples of what might be considered good cause are failure to pay rent on time, failure to cooperate with legal reexamination requirements, having unauthorized persons living with you, engaging in illegal activity or criminal activity.

However, VAWA protects a victim from being evicted, denied admission to the program, or terminated from the program based on incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking. The law says that incidents of such violence cannot be counted as a "serious or repeated violation of the lease" or

(20)

"good cause" for evicting, denying program admission, or terminating rental assistance for the victim. Also, criminal activity "directly relating" to such violence cannot be the basis of an eviction, denial, or termination.

Does this mean that a victim of domestic violence, dating violence, dating violence, sexual assault or stalking cannot be evicted from a unit, denied admission or terminated from the program at all?

No. If a victim engages in criminal activity or other lease violations not related to the abuse, she or he may be evicted from a unit, denied admission to the program, or have rental assistance terminated, as long as the landlord and Housing Authority do not hold her or him to a higher standard than other tenants.

Can the abuser or stalker be evicted?

Yes. The law allows the landlord to evict the perpetrator of domestic violence, dating violence, dating violence, sexual assault, or stalking without penalizing the victim of the incident. HACP may deny admission or terminate the perpetrator's participation in the program. In addition, HACP may terminate your rental assistance if the perpetrator has been residing in your unit without prior approval, or continues to reside in your unit after being removed from your household due to an incident of domestic violence, dating violence or stalking.

Can HACP ask you to provide "proof" that you are a victim?

Yes. If you are claiming protection from an eviction, HACP will provide you with a Claim of Domestic Violence, Dating Violence or Stalking form, hereafter Claim form. You will be required to complete and return this form, along with the supporting documentation that proves your claim of violence. By law, you are not required to have a restraining order or protective order, or to have called the police. You can meet this requirement by providing a court record, documentation from a mental health professional a police record or an original statement, on letterhead, from a victim service provider, medical professional or lawyer who helped you address the violence. The statement must include the name of the perpetrator.

If you are providing a statement from a victim service provider, mental health professional, medical professional or lawyer who was asked to help you in addressing the violence, the individual providing the statement must state under penalty of perjury that he or she believes that the incident or incidents are bona fide incidents of abuse. You must also sign or attest to the statement.

You will have 14 business days to provide the Claim form and the supporting documentation that proves your claim of violence. HACP may extend this time period at its discretion. If you do not provide the required documentation by the deadline, HACP may initiate denial or termination proceedings.

Will information you provide be kept confidential?

Yes. HACP must keep information about abuse confidential, including the fact that you are a victim of domestic violence, dating violence, sexual assault or stalking. HACP may disclose the information if you request or agree to the disclosure in writing, if the information is required for use in an eviction proceeding, or if the disclosure is otherwise required by law.

What if you need to move or transfer to another unit because of the violence?

The Violence Against Women Act does not give you the right to break a lease. You may be eligible for a transfer if you have complied with all other eligibility requirements.

For Help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

I hereby acknowledge that the Housing Against Women Act of 2005 (VAWA) Noti	Authority of the City of Pittsburgh providice:	led with the Violence
Signature	Printed Name	Date

(21) (Page 2 of 2)

[Insert Name of Housing Provider¹]

Notice of Occupancy Rights under the Violence Against Women Act²

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.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that [insert name of program or rental assistance] 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 [insert name of program or rental assistance], 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 The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ 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 [insert name of program or rental assistance], 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 [insert name of program or rental assistance] 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 [insert contact information for any intermediary, if applicable] or [insert HUD field office].

For Additional Information

You may view a copy of HUD's final VAWA rule at [insert Federal Register link].

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 [insert name of program or rental assistance contact information able to answer questions on VAWA].

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 [Insert contact information for relevant local organizations].

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 [Insert contact information for relevant organizations]

Victims of stalking seeking help may contact [Insert contact information for relevant organizations].

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

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR ST

U.S. Department of Housing and Urban Development

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

SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

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 vic	etim:
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 know	rn and carboe safely disclosed):
7. Relationship of the accused perpetrator to 8. Date(s) and times(s) of incident(s) (if power to be accused perpetrator to be accused by accu	o the sictim:
10. Location of incident(s):	
In your own words, briefly describe the incide x(s)):
5	
knowledge and recollection, and that the individomestic violence, dating violence, sexual ass	ded on this form is true and correct to the best of my vidual named above in Item 2 is or has been a victim of sault, or stalking. I acknowledge that submission of false bility and could be the basis for denial of admission,
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.

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

This form is to be provided to each applicant for federally assisted housing

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. You may update, remove, or change the information you provide on this form at any time. You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

Applicant Name:		
Mailing Address:		
Telephone No:	Cell Phone No:	
Name of Additional Contact Person or C	Organization:	
Address:		
Telephone No:	Cell Phone No:	
E-Mail Address (if applicable):		
Relationship to Applicant:		п
Reason for Contact: (Check all that apply	y)	
Emergency	Assist with Recertif	fication Process
Unable to contact you	Change in lease term	
Termination of rental assistance	Change in house ru	les
Eviction from unit	Other:	
Late payment of rent		
Commitment of Housing Authority or Owne arise during your tenancy or if you require any issues or in providing any services or special co	services or special care, we may contact the p	nation will be kept as part of your tenant file. If issues erson or organization you listed to assist in resolving the
Confidentiality Statement: The information p applicant or applicable law.	provided on this form is confidential and will n	tot be disclosed to anyone except as permitted by the
requires each applicant for federally assisted he organization. By accepting the applicant's applicant's applicant of 24 CVP section 5.105, including	ousing to be offered the option of providing in lication, the housing provider agrees to complying the prohibitions on discrimination in admis and the prohibitions on discrimination in admissional origin, sex, disability, and familial sta	Public Law 102-550, approved October 28, 1992) formation regarding an additional contact person or y with the non-discrimination and equal opportunity ssion to or participation in federally assisted housing tus under the Fair Housing Act, and the prohibition on
Check this box if you choose not to pro	ovide the contact information.	
Signature of Applicant		Date

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 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. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.

Form HUD- 92006 (05/09)



Housing Choice Voucher Program

200 Ross Street, 7th Floor Pittsburgh, PA 15219 412-456-5090, fax: 412-456-5224 www.hacp.org

What Happens After You Find A Unit – The Basics

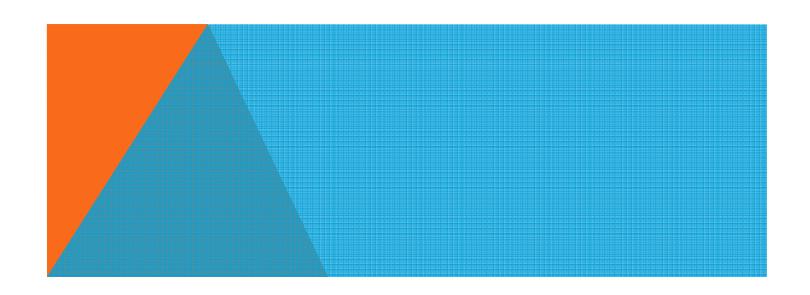
- 1. Voucher holder and landlord completely fill out the Request for Tenancy Approval (RFTA)
- 2. Voucher holder submits RFTA to HCV Office (200 Ross Street, 7th Floor, Pittsburgh, PA 15219)
- 3. The RFTA is then processed in preparation for inspection of the unit. This step normally takes between 5-10 business days, unless there are delays.
 - Delays in processing the submitted RFTA can extend processing by an <u>additional</u> 5-10 business days (or longer) Delays include but are not limited to:
 - The RFTA is not filled out in its entirety
 - Water/Sewage and Tax information is missing
 - o The unit isn't affordable to the voucher holder
 - IT IS IMPERATIVE THE CONTACT INFORMATION ON THE RFTA IS ACCURATE! HACP MAY USE
 THAT INFORMATION TO CONTACT YOU VIA MAIL AND POSSIBLY PHONE/EMAIL IF NECESSARY
 DURING THIS PROCESS. IT IS YOUR RESPONSIBILITY TO KEEP HACP INFORMED OF YOUR
 CURRENT MAILING ADDRESS AND PHONE NUMBER
- 4. Once the unit is scheduled for inspection, HACP will notify the landlord/ voucher holder of the pending inspection date and time. This step may take 2-5 business days.
- 5. The unit is inspected. This step takes 1 business day.
- 6. If the unit fails inspection, the landlord will be given a list of deficiencies to repair and the date/time of reinspection approximately 28 days from the date of the failed inspection.
 - If the landlord repairs the deficiencies before the scheduled re-inspection date, they may contact HACP to schedule a sooner re-inspection date.
- 7. If the unit passes inspection, the inspection information is reviewed, verified, and provided to voucher holder's housing specialist within 3-5 business days.
- 8. The voucher holder's housing specialist reviews the information and prepares the leasing documents. This step normally takes 5-10 business days.
 - If additional information or documentation must be requested from the voucher holder household, delays may result. Delays may take up to an additional 10 business days or longer.
- 9. The tenant file and leasing documents are then reviewed for accuracy and completeness. This step normally takes 1-2 business days.
 - If additional information or documentation must be requested from the voucher holder household or landlord, delays can result. **Delays may take up to an additional 10 business days or longer**.
- 10. Once the information is successfully reviewed without errors, the Landlord and voucher holder is contacted by HACP to sign leasing documents.

Applicant Signature:	 Date:	

Briefing & Voucher Issuance

Unit Search & RFTA Submission RFTA Approval & Inspection Lease/HAP Contract Processing

Contract Signing & Move-In!



VoucherHousing Choice Voucher Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0169 (exp. 9/30/2012)

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

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

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

1. Housing Choice Voucher Program

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

2. Voucher

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

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
- C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.
- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirem are met: the unit is eligible; the unit has been inspect by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landle that tenant have executed the lease including the HQP prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will see the family and the owner, and will furnish vecopies of the HAP contract to the over.
 - 1. The owner and the family make each the lease.
 - 2. The owner must sign both copies of the HAP contract and must furnish to the PHA of y of the executed lease and both copies of the executed HAP contract.
 - 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
 - 1. The proposed unit or lease is disapproved for specified reasons, and
 - 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

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

B. The family must:

- 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
- 4. Promptly parfy the PHA in writing when the family is away from the pait for an extended period of time in accordance with AA policies.
- Allow the A to inspect the unit at reasonable times and after reasonable notice.
- 1. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
- 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
- 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
- 9. Request PHA written approval to add any other family member as an occupant of the unit.
- 10. Promptly notify the PHA in writing if any family member no longer lives in the unit.
- 11. Give the PHA a copy of any owner eviction notice.
- 12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
 - 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 - 2. Commit any serious or repeated violation of the lease.
 - 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 - 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - 5. Sublease or let the unit or assign the lease or transfer the unit.

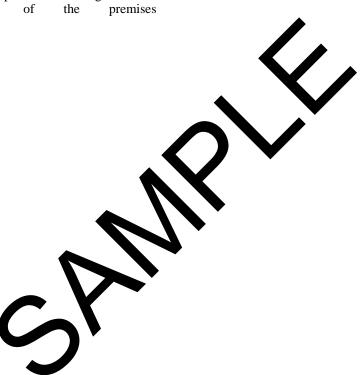
- 6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- 7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit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

5. Illegal Discrimination

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

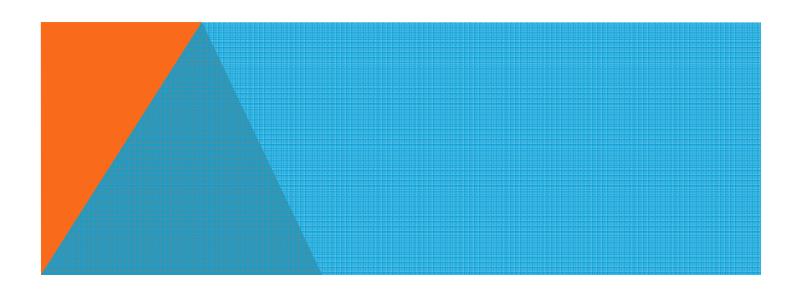
6. Expiration and Extension of Voucher

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





- Initial voucher term = 120 days
- You must submit a RFTA form <u>before</u> your voucher expires unless HACP grants and extension.
- Extensions will only be granted:
 - For a reasonable accommodation
 - For reasons beyond a family's control
 - Serious accident, illness or death in the family
 - Other family emergency
 - Obstacles due to employment
 - If family size or other special requirements make finding a unit difficult
 - A denial of request for extension is not subject to informal review



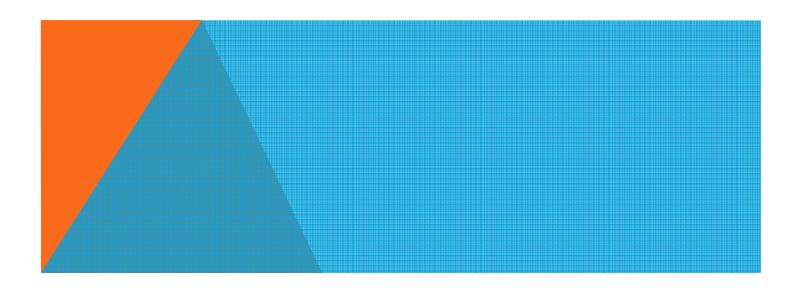
Briefing & Voucher Issuance

Unit Search & RFTA Approval & Inspection

RFTA Approval & Processing

Contract Signing & Move-In!

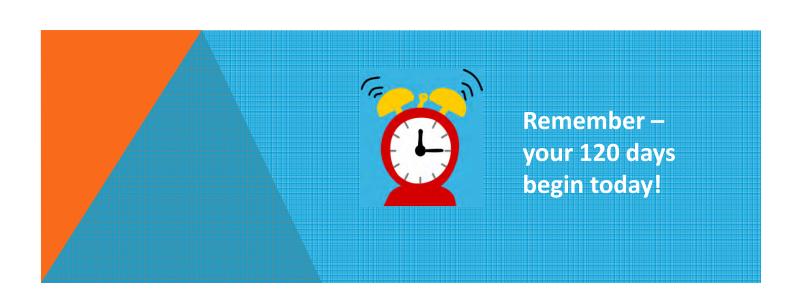
- Upon submittal of a completed RFTA, the HACP will suspend the term of the term of the voucher.
 - Your clock stops on the voucher term until the HACP approves or denies the requested tenancy.
- Once your housing choice voucher term, including any suspensions and extensions, expires you are no longer eligible to search for housing under the program.
 - If your term expires before you submit a RFTA, you need to reapply for assistance when the wait list re-opens



Briefing & Voucher Issuance Unit Search & RFTA Submission

RFTA Approval & Inspection Lease/HAP Contract Processing Contract Signing & Move-In!

- Participant searches for a rental unit
 - Voucher term = 120 days + one 30 day extension
 - The 120 day clock begins today!
- Resources for rental listings:
 - www.HACP.org
 - pahousingsearch.com (1-877-428-8844)
 - www.gosection8.com (412-829-3910)
 - www.actionhousing.org
- The RFTA must be submitted BEFORE your voucher expires NO EXCEPTIONS!





Housing Choice Voucher Program

200 Ross Street, 7th Floor Pittsburgh, PA 15219 412-456-5090, fax: 412-456-5224 www.hacp.org

VOUCHER TERM, EXTENSION, AND SUSPENSIONS

- The initial voucher term will 120 calendar days.
- The family must submit a *Request for Tenancy Approval* (RFTA) form and proposed lease within the 120-day period unless HACP grants and extension.
- HACP will approve extensions to the voucher term only in the following circumstances:
 - If an applicant or participant needs and requests an extension of the voucher term as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities, HACP will extend the voucher term up to the term reasonably required for that purpose.
 - o If HACP determines that an applicant or participant needs additional search time beyond the initial term due to reasons beyond the family's control, as determined by HACP. Following is a list of extenuating circumstances that HACP may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:
 - Serious accident, illness or death in the family.
 - Other family emergency.
 - Obstacles due to employment.
 - Whether family size or other special requirements make finding a unit difficult.
- Any request for an additional extension must include the reason(s) an additional extension is necessary. HACP may require the family to provide documentation to support the request.
- All requests for extensions to the voucher term must be sumibtt4ed to HACP prior to the expiration date of the voucher (or extended term of the voucher).
- HACP will decide whether to approve or deny an extension. HACP's decision to deny a request for an extension of the voucher term is not subject to informal review.
- HACP may require additional conditions as port of any extension, such as weekly reporting.
- Upon submittal of a completed RFTA form, HACP will suspend the term of the voucher. "Suspension" means stopping the clock on a family's voucher term from the time a family submits the RFTA until the HACP approves or denies the request. This policy allows families the full term to find a unit, and does not penalize the family for the number of days during which HACP is considering their request. A family may not submit a second RFTA before HACP finalizes action on the first RFTA. HACP's determination not to suspend a voucher term is not subject to informal review.
- Once a family's housing choice voucher term (including any suspensions and extensions) expires, the family is no longer eligible to search for housing under the program. If an applicant family's voucher term expires before the family has submitted an approved RFTA, HACP will require the family to reapply for assistance when the wait list is next open.
- HACP will notify the family in writing that the voucher term has expired and that the family must reapply in order to place on the waiting list.

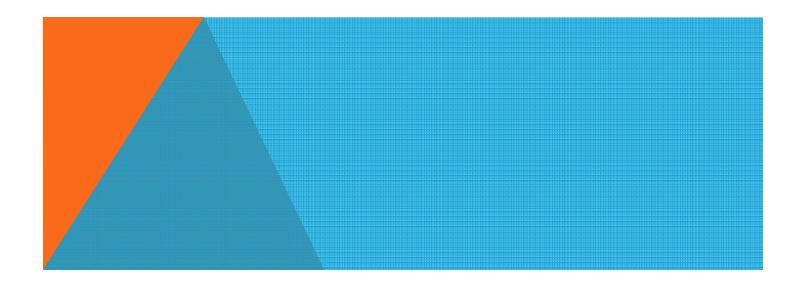
Briefing & Voucher Issuance

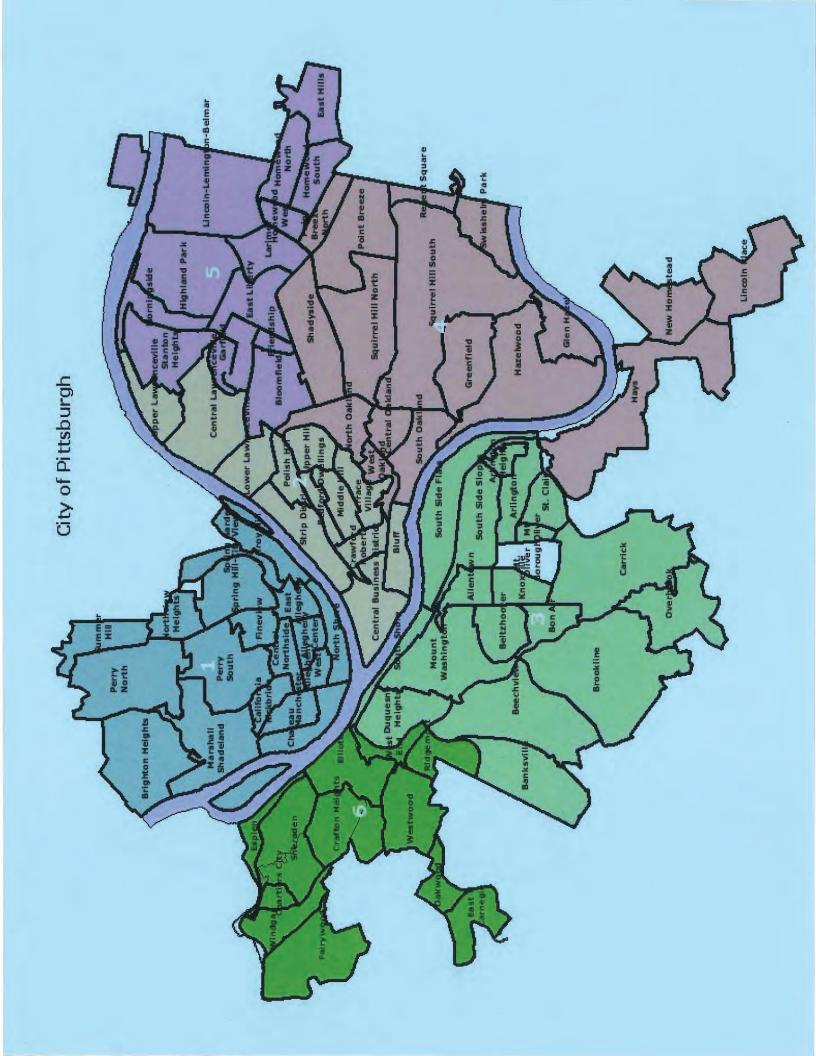
Unit Search & RFTA Approval & Inspection

RFTA Contract Signing & Move-In!

Housing Search Tools

- City of Pittsburgh Map
- Landlord Contact Sheet





LANDLORD CONTACT SHEET

experience so that we may help you and others in a search for housing. Please keep a record of the people that you contact and your

COMMENTS			
AREA/AGENCY			
ADDRESS			
PHONE			
CONTACT			

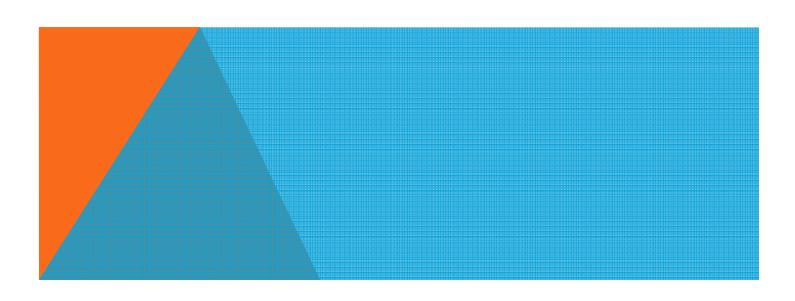
Briefing & Voucher Issuance Unit Search & RFTA Submission

RFTA Approval & Inspection Lease/HAP Contract Processing

Contract Signing & Move-In!

Other Housing Information

- Fair Housing
- Housing Discrimination
- Portability
- Assistance with Disability





FAIR HOUSING

Equal Opportunity for All



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







FAIR HOUSING - EQUAL OPPORTUNITY FOR ALL

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

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

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

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

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U.S. Department of Housing and Urban Development (HUD) 451 7th Street, S.W., Washington, D.C. 20410-2000



THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

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

WHAT HOUSING IS COVERED?

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

WHAT IS PROHIBITED?

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

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



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

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

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



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

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

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

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

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



BOSTON REGIONAL OFFICE

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

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

NEW YORK REGIONAL OFFICE

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

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

PHILADELPHIA REGIONAL OFFICE

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

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



ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091 x2493
Fax (404) 331-1021 * TTY (404) 730-2654

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

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone 1-800-765-9372
Fax (312) 886-2837 * TTY (312) 353-7143

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

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)
U.S. Department of Housing and Urban Development
801 Cherry Street
Suite 2500, Unit #45
Fort Worth, TX 76102-6803
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE



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

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

DENVER REGIONAL OFFICE

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

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE

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

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE

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



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

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

If You Are Disabled: HUD also provides:

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

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

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

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

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



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

Complaint Referrals to State or Local Public Fair Housing Agencies:

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

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

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

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

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

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

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

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



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

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

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

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



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

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

IN ADDITION

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

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

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



Other Tools to Combat Housing Discrimination:

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

For Further Information

fair housing. The Fair Housing Act and HUD's regulations Housing Office nearest you. See the list of HUD Fair



CONNECT WITH HUD













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







02305

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

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

U.S. Dept. of Housing and Urban Development

Fair Housing Hub

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
Felephone (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
Felephone (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

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

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.





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 car	n we call if we cannot re	each 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	

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

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. 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 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 When did the last act of discrimination occur? Enter the date Is the alleged discrimination continuing or ongoing? Yes No_

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.

Date

Signature



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.

	n for your records. r information to HUD: I sent the information:	//	
Office		Telephone	
Street			
City	State	Zip Code	

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

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

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

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

Alphonso Jackson Secretary

How do you recognize Housing Discrimination?

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

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

How Portability Works

What is Portability?

"Portability" in the Housing Choice Voucher (HCV) program refers to the process through which your family can transfer or "port" your rental subsidy when you move to a location outside the jurisdiction of the public housing agency (PHA) that first gave you the voucher when you were selected for the program (the initial PHA).

The agency that will administer your assistance in the area to which you are moving is called the receiving PHA.

New families have to live in the jurisdiction of the initial PHA for a year before they can port. But, the initial PHA may allow new families to port during this one-year period.



What Happens Next?

- You must notify the initial PHA that you would like to port and to which area you are moving.
- The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you have moved out of your unit in accordance with your lease.
- 3. If eligible to move, the initial PHA will issue you a voucher (if it has not done so already) and send all relevant paperwork to the receiving PHA.
- If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease.

Contacting the Receiving PHA

- manager must give you enough information so that you know how to contact the receiving PHA 1. Your case manager will let you know how and when to contact the receiving PHA. Your case
- for you. that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs 2. If there is more than one PHA that administers the HCV program where you wish to move, you

program). as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership receiving PHAs, but you may wish to find out more details when contacting them (such Generally, the initial PHA is not required to give you any other information about the

How Portability Works



Before Porting, Things You Should Know

Subsidy Standards: The receiving PHA may have different subsidy standards. In other words, the initial PHA may have issued you a three-bedroom voucher, but the receiving PHA may, if appropriate for your family, issue you a two-bedroom voucher. Note, however, that the PHA's subsidy standards must comply with fair housing and civil rights laws. This includes processing reasonable accommodation requests that are necessary for qualified individuals with disabilities.

Payment Standards: The payment standards of the receiving PHA may be different for each PHA. Payment standards are what determine the amount of the rent that the PHA will pay on your behalf. If a receiving PHA's payment standards are lower than the initial PHA, then the portion of the rent you pay may be more than what you were paying at the initial PHA.

Re-screening: The receiving PHA may re-screen you using their own policies, which may be different than the initial PHA's policies and could result in them denying your request to move. When contacting the receiving PHA, you may want to ask whether they re-screen families moving into their area under portability and what are their policies for termination or denial of HCV assistance. This will assist you in determining if the receiving PHA's policies might prevent you from moving to their jurisdiction.

Time Management: You should manage the move so that you have enough time to arrive at the receiving PHA before the initial PHA voucher expires; otherwise, you may lose your assistance.

Once at the Receiving PHA

- . The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.
- 2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.
- 3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

Any additional instructions will be provided by the receiving PHA. PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to, the Fair Housing Act, Section 504 of the of the Rehabilitation Act, Title VI of the Civil Rights Act, and title II of the Americans with Disabilities Act.



Housing Choice Voucher Program

200 Ross Street, Ste. 705 Pittsburgh, PA 15219 412-456-5090; fax 412-456-5224

TTY: 412-201-5384 www.hacp.org

Walk-in Days: Monday, Wednesday & Friday 8:00 a.m. – 5:00 p.m.

List of Neighboring Housing Agencies for Portability

Allegheny County Housing Authority: 625 Stanwix St., 12th Floor, Pittsburgh, PA 15222

Contact: Randi Beattie (412-402-2408)

Butler County Housing Authority: 114 Woody Dr., Butler, PA 16001

Contact: Dana LeFevre (724-287-6797)

McKeesport Housing Authority: 2901 Brownlee Ave., 2nd Floor, McKeesport, PA 15132

Contact: Sharon Sanetsky-Kish (412-673-0240)

Westmoreland County Housing Authority: RD 6, Box 223, South Greengate Rd., Greensburg, PA 15601

Contact: David Kushner (724-832-7258, Ext. 3043)



Housing Choice Voucher Program

200 Ross Street, 7th Floor Pittsburgh, PA 15219 412-456-5090, fax: 412-456-5224 www.hacp.org

Assistance for Persons with Disabilities

The Housing Authority of the City of Pittsburgh (HACP) can assist you in accessing suitable housing the Housing Choice Voucher program if your family includes a person with a disability. We can help...

- 1. Request a current listing of available units that are accessible or landlords who lease accessible units.
 - The HACP will provide you with the most current listing of accessible units.
- 2. Ask to speak with a Housing Authority representative about your needs for accessible housing.
 - A representative will discuss housing options with you and assist you in determining your needs.
 - The representative will also assist you by contacting any known owners of accessible units to determine if suitable vacancies exist.
 - The representative will provide contacts for other agencies that provide specialized services for persons with disabilities.
- 3. If you are a voucher holder and require additional time to search for housing, ask if you are eligible for a special extension as a reasonable accommodation by the Housing Authority.
 - A representative will determine if you are eligible for an extension of search time on your voucher up to a total of 150 days.
- 4. If the property you choose meets your accessibility needs and has a higher rent, you may qualify for a higher Housing Authority assistance payment.
 - Contact you HACP representative if you locate a higher rent property that meets your needs, including those relating to your disability, and request a reasonable accommodation.
 - Based upon the market value of the property and your special needs, the HACP may approve an exception payment standard, which can make the property more affordable.
- 5. If you have any other special housing needs, the Housing Authority can help.
 - The HACP can provide reasonable accommodations at any time for persons with disabilities to use and enjoy its programs and housing options. You may request a reasonable accommodation by simply contacting your HACP representative.
 - The representative can offer contacts for other agencies that provide specialized services for persons with disabilities.

Briefing & Voucher Issuance

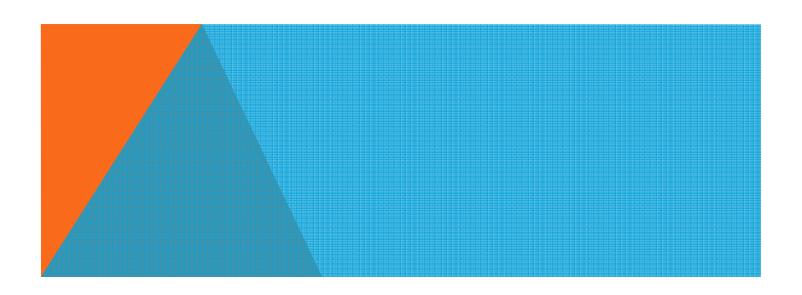
Unit Search & RFTA Approval & Contract Signing & Move-In!

RFTA Approval & Processing

Contract Signing & Move-In!

Rent Range Estimator

(With Example)



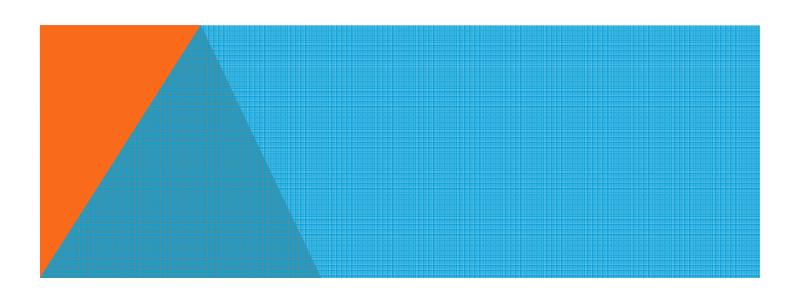
Briefing & Voucher Issuance

Unit Search & RFTA Submission

RFTA
Approval &
Inspection

Lease/HAP Contract Processing Contract Signing & Move-In!

- The Rent Range Estimator
 - A tool to help you select a unit you can afford.
 - Based on the amount of income you reported to the HACP.
 - Include the portion of rent the HACP will pay AND the amount you will pay towards your rent each month.
- Includes rent ranges for difference types of units
 - Apartments
 - Townhouses and rowhouses
 - Single-family homes
- Provides affordable rent ranges if:
 - Your landlord pays all utilities
 - You pay some of your utilities
 - You pay for all of the utilities yourself



Briefing & Voucher Issuance Unit Search & RFTA Submission

RFTA Approval & Inspection Lease/HAF Contract Processing

Contract
Signing &
Move-In

What Unit Rent Should I Be Looking For?

Name: Joe Briefer
Voucher Size: 4 Bedroom

Voucher Issuance Date: 08 -10 2015 Voucher Expiration: 12-8-2015 Housing Specialist John Specialist Phone: 412-555-9999

E-Mail john.specialist@Hacp.org

Fax: 412-456-5224

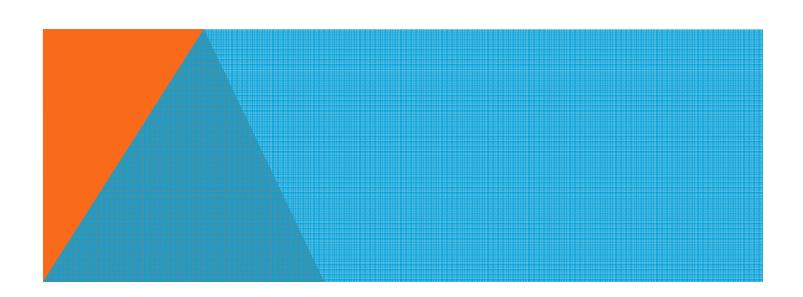
The amounts below are **estimates** to help you in your search for housing. If your household income changes, thee amounts may no longer apply

If you are looking for an APARTMENT and:	You Pay NO UTILITIES	You Pay GAS AND ELECTRIC	You Pay ALL UTILITIES
The Rent should be no more than:	\$1,406	\$1,249	\$1,073

		You Pay GAS AND ELECTRIC	You Pay ALL UTILITIES
The Rent should be no more than:	\$1,406	\$1,214	\$1,038

If you are looking for a SINGLE FAMILY DETACHED UNIT and:	You Pay NO	You Pay GAS	You Pay ALL
	UTILITIES	AND ELECTRIC	UTILITIES
The Rent should be no more than:	\$1,406	\$1,193	\$1,017

I acknowledge the following has been explained to me and I understand the subsequent statements (PLEASE INITIAL!)





Housing Choice Voucher Program

200 Ross Street, 7th Floor Pittsburgh, PA 15219 412-456-5090, fax: 412-456-5224 www.hacp.org

What Unit Rent Should I Be Looking For?

Name: Voucher Size:	John Doe 2 Bedroom	Housing Specialist Phone:	Jane Specialist 412-555-9999
Voucher Issuance Date:	08 -10 2015	E-Mail	jane.specialist@hacp.org
Voucher Expiration:	12-8-2015	Fax:	412-456-5224

The amounts below are estimates to help you in your search for housing. If your household income changes, thee amounts may no longer apply

You Pay GAS AND ELECTRIC \$978 \$858	You Pay ALL UTILITIES \$736
	\$736
You Pay GAS AND ELECTRIC	You Pay ALL UTILITIES
\$978 \$834	\$712
•	You Pay ALL UTILITIES
\$978 \$816	\$694
,	\$978 \$834 You Pay GAS AND ELECTRIC

I acknowledge the following has been explained to me and I understand the subsequent statements (PLEASE INITIAL!)

The estimated information above is based on the mos(composition, income and assets) provided to HACP.	t recent reported household information
Contract rent amounts higher than those indicated ab my gross family income for my portion of the contract	1 , 3
I must report any income change in writing within ten the contract rent amounts above.	days of the change. This may affect
Any income changes may affect my contract rent amo housing specialist will provide an updated What Con sheet only after the change has been verified. ONLY CFURNISHED.	tract Rent Amount Should I be Looking For"
If household income = \$0.00, the contract rent amount	t may not exceed the amounts listed above
X	
Tenant SignatureApplicANT/Participant Name	Date

Rent Range Estimator

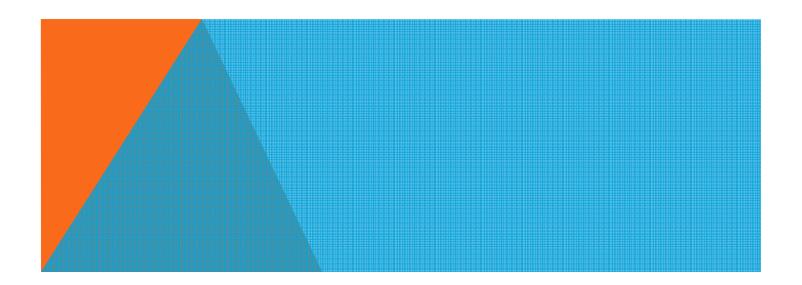
Example

Name	John Doe
Voucher Bedroom Size	2
Number of Dependents	0
Adjusted Income	\$654.00

Briefing & Voucher Issuance

Unit Search & RFTA Approval & Inspection

RFTA Contract Signing & Move-Institute (Contract Processing Move-In



	l:	Voucher E	Expires:	Tenant I.	D	
Owner's Resp.	Tenant's Res	Bedroom	n Size:	_ HCV Spec	ialist:	
Request for T		a	I.S. Department of Ho nd Urban Developme Office of Public and Indi	nt	ОМВ А	pproval No. 2577-016 (exp. 9/30/2010
existing data sources, ga or sponsor, and a perso Eligible families submit t of 1937 (42 U.S.C. 1437f)	athering and maintainir in is not required to res his information to the f). The PHA uses the i	ng the data needed, and spond to, a collection of Public Housing Authority nformation to determine	average .08 hours per res d completing and reviewing i information unless that o y (PHA) when applying fo e if the family is eligible, if fit from the Federal Gove	g the collection of inform collection displays a valid r housing assistance und the unit is eligible, and if	ation. This a d OMB control der Section 8 of the lease com	gency may not condunumber. of the U.S. Housing Applies with program a
1. Name of Public Housing A Housing Authorit	Agency (PHA) y of the City of Pit	ttsburgh	2. Address of Unit ((street address, apartment r	number, city, Sta	te & zip code)
3. Requested Beginning Dat	te of Lease 4. Number of	of Bedrooms 5. Year Con-	structed 6. Proposed Rent	7. Security Deposit Am	t. 8. Date Ur	it Available for Inspection
O. Type of House/Apartmen Single Family Def 10. If this unit is subsidized, Section 202	tached Semi-D		e Manufact ed F			Elevator / High-Rie
Other (Describe C		aces indicated below				
		tiens, "sivilor autilitie			and appliances	indicated below
Item	Specify fue	ner's say for utilities	s and appliances provided b		and appliances Provided by	s indicated below
	Specify fuel tural gap	ter st. say for utilities				
Heating			s and appliances provided b	by the owner.		
Heating	tural gar	Lottle gas	s and appliances provided b	oy the owner. Coal or Other		
Heating Cooking Water Heating	tural gas Natural gas	Bottle gas Bottle gas Bottle gas	s and appliances provided b Oil Electric Oil Electric	Coal or Other Coal or Other		
Heating Cooking Water Heating Other Electric	Natural gas Natural gas	Bottle gas Bottle gas Landlo	s and appliances provided b Oil Electric Oil Electric Oil Electric	Coal or Other Coal or Other Coal or Other		
Heating Cooking Water Heating Other Electric	Natural gas Natural gas Please submit fines, or assess	Bottle gas Bottle gas Landlo verification of PA sments, as well a	s and appliances provided by Oil Electric Oil Electric rd/Owner IID state or local reas water and sewa	Coal or Other Coal or Other Coal or Other Coal or Other cal estate taxes, ge with this		
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Cooking Water Heating Other Electric Water Sewer Trash Collection	Natural gas Please submit fines, or assess request. The ir important informobligation, product ment with the Comment with th	Bottle gas Bottle gas Landlo verification of PA sments, as well a nspection will not mation. If you are of that you have a	oil Electric oil Electric oil Electric rd/Owner ID state or local reas water and sewa to be processed with	Coal or Other cal estate taxes, ge with this hout this your total tax ayment agree-		
Heating Cooking Water Heating Other Electric Water Sewer Trash Collection Air Conditioning	Natural gas Please submit fines, or assess request. The ir important informobligation, product with the Cyour properties	Bottle gas Bottle gas Landlo verification of PA sments, as well a nspection will not mation. If you are of that you have ectiv/County will a	oil Electric oil Electric oil Electric rd/Owner ID state or local reas water and sewa to be processed with enot able to meet entered into a repails o stop payment and sevents as the payment and sevents entered into a repails o stop payment and sevents and sevents entered into a repails o stop payment and sevents entered into a repails o stop payment and sevents entered into a repails o stop payment and sevents entered into a repails o stop payment and sevents entered into a repail of the sevents entered into a repail of the sevents entered into a repair of	Coal or Other cal estate taxes, ge with this hout this eyour total tax ayment agreeabatement of		
Item Heating Cooking Water Heating Other Electric Water Sewer Trash Collection Air Conditioning Refrigerator Range/Microwave	Natural gas Please submit fines, or assess request. The ir important informobligation, product with the Cyour properties NO FACSIMILE	Bottle gas Bottle gas Landlo verification of PA sments, as well a nspection will not mation. If you are of that you have ectiv/County will a	oil Electric Oil Electric Oil Electric Oil Electric rd/Owner ID state or local reas water and sewa to be processed with entered into a repails o stop payment and stop paym	Coal or Other cal estate taxes, ge with this hout this eyour total tax ayment agreeabatement of		

a. The program regulation requires the to the housing choice voucher tenant is nother unassisted comparable units. Ownunits must complete the following sect comparable unassisted units within the	ot more than the re ers of projects wit ion for most recer	nt charged for h	 c. Check one of the following: Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
Address and unit number	Date Rented	Rental Amount	The unit, common areas servicing the unit, and exterior painte surfaces associated with such unit or common areas have been found to b
1.			lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
2.			A completed statement is attached containing disclosure of know information on lead-based paint and/or lead-based paint hazards in the uni common areas or exterior painted surfaces, including a statement that th owner has provided the lead hazard information pamphlet to the family.
3.			13. The D.A has not screened the family's behavior or suitability for tenancy such screening is the owner's own responsibility.
b. The owner (including a principal or parent, child, grandparent, grandchild, sis family, unless the PHA has determined (a family of such determination) that approvi ing such relationship, would provide reason member who is a person with disabilities.	ter or brother of any nd has notified the ng leasing of the u	y member of the owner and the nit, notwithstand-	14. The tener's base must include word-for-word all provisions of the HUD tenancy according. 15. The HA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.
Print or Type Name of Owner/Owner Repres	sentative	Y	Print or Type Name of Household Head
Signature)	Signature (Household Head)
Business Address			Present Address of Family (street address, apartment no., city, State, & zip code)
Telephone Number	Dat	e (mm/dd/yyyy)	Telephone Number Date (mm/dd/yyyy)

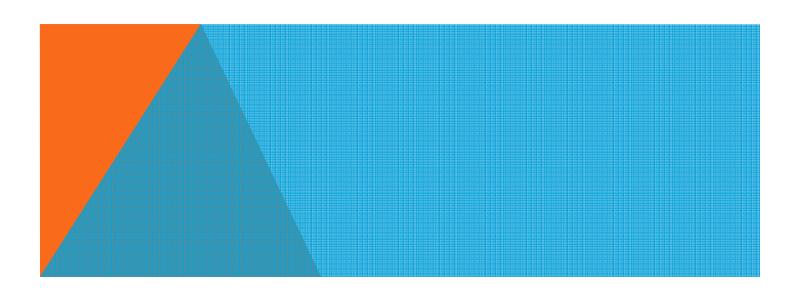
Page 2 of 2 form **HUD-52517** (06/2003) ref. Handbook 7420.8 Previous editions are obsolete

Briefing & Voucher Issuance

Unit Search & RFTA Submission RFTA Approval & Inspection

Lease/HAP Contract Processing Contract Signing & Move-In!

- Participant submits RFTA for rental unit
 - Be sure to submit one before your voucher expires!
 - ONLY one RFTA may be submitted at a time.
- The HACP makes sure the:
 - RFTA packet is complete and signed by both the participant AND the landlord.
 - Unit is affordable for the participant.
 - Rent is reasonable.
 - This process can take up to 5 business days.
- Once the RFTA is approved, the HACP will schedule the unit for inspection
 - Usually within 10 days of the RFTA approval
 - The unit <u>MUST</u> pass inspection before a lease can be processed!



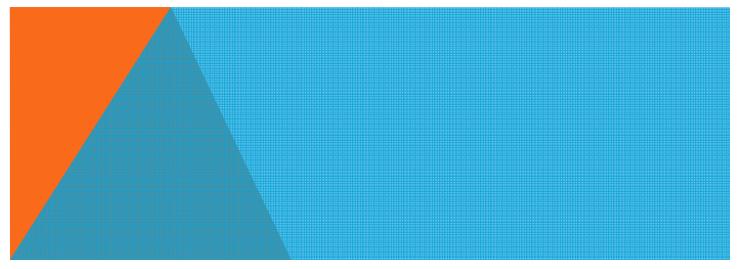
Briefing & Voucher Issuance

Unit Search & RFTA Approval & Contract Signing & Move-In!

RFTA Approval & Processing

Contract Signing & Move-In!

Most Common Reasons Units Fail Inspection



Common Reasons Units Fail Housing Quality Standard Inspections

EXTERIOR

- 1. Peeling of defective paint anywhere on unit.
- 2. Unsafe or rotted porches, steps, and hand railings.
- 3. Rotted or missing gutters and downspouts.
- 4. Handrails needed for anything over three (3) steps.
- 5. Roof leaks (evident by interior water damage).
- 6. Condition of yard debris, retaining walls, fences, etc.
- 7. Foundation leaking or crumbling, pointing of brick or missing brick, loose or missing insulbrick.
- 8. Bad sidewalks.
- 9. Condition of steps broken concrete, etc.

INTERIOR

General

1. Rooms do not meet the minimum standard of 70 sq. ft. of livable space.

Walls & Ceilings

- 1. Ceilings do not meet the minimum height standard of 7'1".
- 2. No flaking or peeling paint.
- 2. No cracks or holes.
- 3. Check for water damage to ceilings.

Windows & Doors

- 1. Must have locks that operate.
- 2. Must be airtight and properly align.
- 3. No rotted wood sashes and frames.
- 4. No holes.
- 5. No cracked or broken glass.

Plumbing

- 1. Code, workable faucets.
- 2. No leaks (kitchen sink, bath, lavatory, bathtub, washtubs).
- 3. Proper ventilation of flue on hot water tank.
- 4. Hot water tank must have a pressure relief valve & discharge pipe within 6 inches from the floor floor.
- 5. No exposed plumbing in bathroom.

Electrical

- 1. Code wiring.
- 2. No shorts.
- 3. At least 100 amps and proper fuse box cover.
- 4. No floor outlets.
- 5. No exposed wiring (no missing switch plates or duplex covers).
- 6. Proper illumination 1 overhead and 2 outlets or 2 outlets and window.
- 7. Fixtures (no missing or broken).
- 8. No extension cord outlets.

Floors

- 1. No weak or broken boards.
- 2. No missing or broken floor tile or linoleum.

Handrails

1. Must be on all interior and exterior steps three (3) or more.

Furnace

- 1. Properly vented and operable.
- 2. Heat source must be in all rooms including bathroom.

Fire Safety

- 1. Smoke detector in every bedroom and on every floor.
- 2. Fire exits for anything 3 floors and over

Briefing & Voucher Issuance

Unit Search & RFTA Submission RFTA
Approval 8
Inspection

Lease/HAP Contract Processing

Contract Signing 8 Move-In

- The HACP prepares all leasing documents
 - May take 30 + days to complete
 - All new contracts begin on the 1st or the 16th of each month
- The Housing Specialist determines the rent portions
 - An Estimated Rent Letter will be sent to you and your landlord within 15 days of a passed inspection.
 - <u>REMEMBER!</u> You must submit any additional information the HACP requests in order to process your new contract. If you do not, your voucher assistance may be terminated.



Check your mail for any notifications from HACP. Not responding timely will delay processing of your new lease!

Lease/HAP Contract **Processing**

A lease is legal contract between you and your landlord. It is your guide to understanding the terms of your rental agreement and includes information about:

- The exact address of the property you are How much notice is needed if you renting.
- The amount of rent, security, or other deposits you are expected to pay.
- The date the rent is due and if there are any fees charged for late payments.
- Where and who to pay the rent to.
- What other costs you are responsible for, such as utilities, trash removal, or parking fees.

- decide to move.
- Policies regarding pets, smoking and damage to the property.
- Who to contact if there is a problem.
- How long the lease is for.
- How the lease can be renewed.
- Rules about whether additional people can move in.

It is important to understand ALL of the terms of your lease agreement as a violation of the lease terms could lead to your eviction from the property and termination from the Housing Choice Voucher program.



Briefing & Voucher Issuance

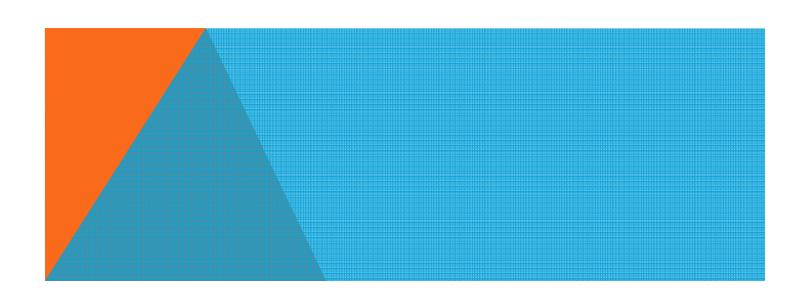
Unit Search & RFTA Submission RFTA
Approval &
Inspection

Lease/HAP Contract Processing

Contract Signing 8 Move-In

Model Lease Agreement &

Tenancy Addendum



MODEL LEASE AGREEMENT

THIS LEASE AGREEMENT,	Day Effective	Month Effective Year Effective	
by and between		A	
LANDLORD'S NAME			(OWNER) and
TENANT'S NAME			(TENANT)
for the CONTRACT unit located at:	PROPERTY ADDRESS		

THE FAMILY authorized to live in the unit consists of the following members: (1.) HOH'S NAME FAMILY MEMBER'S NAMES LISTED (2.)(3.)(4.) (5.)(6.)(7.) (8.)(9.)1. TERM OF THE LEASE A. Initial term of ne year). The initial term b The initial to The renewal term shall be (select term): C. Th. .. S: The . ontract terminates; or The H. es program assistance for the family; or The Ow The Tenar. e; or

2. DEFINITIONS

The Owner.

Housing Choice Voucher ("HCV") Program - The program formerly referred to as "Section 8". Through the program, HUD provides funds to a HA for rent subsidy on behalf of an eligible family. The Tenant under this lease will be assisted with rent subsidy under the HCV program.

Housing Assistance Payment ("HAP") Contract- The HAP contract is between HACP and the Owner of the contract unit. HACP pays the HAP to the Owner in accordance with the HAP contract.

Contract Rent -The total monthly rent payable to the Owner for the contract unit. The contract rent is the sum of the Tenant's rent plus the HAP to the Owner.

<u>Tenant's Rent- HACP</u> determines the amount the Tenant pays to the Owner. Tenants will not pay additional "rent" to the Owner and rent increases must be approved by PHA.

Other Payments to the Owner- Tenants may pay Owners for water usage and security deposits, if required. These payments however are to be recorded on a separate receipt.

Contract Unit-The housing unit, approved by HACP for subsidy to be paid by an approved participant.

a agree to terminate the lease.

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

HACP - Pittsburgh Housing Authority

<u>HOS</u>- Housing Quality Standards-The HUD minimum quality standard for housing assisted under the HCV Tenant-based program, however, HACP may also use the minimum city code standards for residential housing.

HUD- The United States Department of Housing and Urban Development.

Owner- To be used interchangeably with the term "landlord".

Premises- The unit, building or complex in which the contract unit is located, including any common area or grounds.

CLIENT NUMBER: Page 1 of 9

3. LEASE AGREEMENT

This is the lease between the Tenant and the Owner.

The Tenant is a participant in the HCV program. The Tenant is the family member who leases the contract unit from the Owner

The Owner will enter into a HAP contract with HACP under the HCV program. The purpose of the HAP contract is to assist the Tenant to lease this dwelling unit from the Owner for occupancy by the family with the Tenant-based assistance under the HCV program.

4. RENT

The total rent due each month is **SCONTRACT AMT**. Of that total, the Tenant will pay a portion as set forth in 4 (a) and 4 (b).

HCV program

 (a) Contract Rent- The amount of the Contract Rent shall requirements. The Contract Rent for the Contract Ur th HUD

(b) Tenant Rent-The amount of the Tenant ren' amount of the Tenant rent is subject to Tenant rent will be effective on the such change, the Tenant and is due on the <u>1ST</u> day

ınly. So long nonth until the

If the rent is not paid as there is an up past due b

The amount c including all se we pay for rent of the contract unit, ance with the lease.

The Owner may no return any excess rea .. excess of the Tenant rent, and must immediately

The Tenant rent may no

aus the HA housing assistance payment to the Owner.

(c) Abatement- HAC. when the HAP if a unit is abated. This action is taken when the unit fails inspection and does or city codes within a specified timeframe of (24 hours for health, safety and emergency violations of the cited violations). The HACP will conduct a follow-up inspection within 72 hours of the cited violations. The Tenant is required to continue Tenant payments to the Owner during abatements. Failure to correct violations may also result in termination of the HAP contract and the family being required to move from the unit. Once the unit is brought to compliance, HACP will lift the abatement and resume payments to the Owner starting from the time the unit was brought into compliance.

5. HOUSING ASSISTANCE PAYMENTS

Each month, HACP will make a housing assistance payment ("HAP") to the Owner in the amount of <u>S HAP AMT</u> on behalf of the Tenant family in accordance with the HAP contract. The amount of the HAP is subject to change by HACP during the term of the lease. Any changes in the amount of the HAP will be effective on the date stated in a notice from HACP to the family and the Owner. The monthly HAP from HACP shall be credited toward the monthly rent payable by the Tenant to the Owner under the lease. The Tenant shall pay the balance of the monthly rent. The Tenant is not responsible for payment of the portion of rent to Owner covered by the HAP under the HAP contract between the Owner and HACP. The Owner may not terminate the tenancy of the family solely for HACP's nonpayment of the HAP.

The amount of the HAP is subject to change by HACP during the term of the lease. Any changes in the amount of the HAP will be effective on the date stated in a notice from HACP to the family and the Owner. The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:

- A. the HACP determines, in accordance with HUD procedures, that an increase in rents is needed;
- HUD or the HACP changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
- C. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
- changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
- E. HUD's procedures for computing the Tenant's assistance payment or rent change; or

- F the Tenant fails to provide information on his/her income, family composition or other factors as required by
- G. the HACP agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in the MTW Plan and the HACP Administrative Plan approved by HUD as instructions and regulations related to administration of the Housing Choice Voucher Program. The HACP agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the HACP to discuss the rent change.

6. LEAD-BASED PAINT/HAZARD DISCLOSURE

If a property was build before 1978

The residential Lead-Based paint Hazard Reduction Act says that any Owner of property built before 1978 MUST give the Tenant an EPA pamphlet titled "Protect Your Family From Lead in Your Home". The Owner also MUST tell the Tenant and the Broker for the Owner what the Owner knows about lead-based paint hazards that are in or on the property being rented. Owners MUST tell the Tenant how the Owners know that lead-based paint be rds are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the Owner of a pre-1978 structure MUST also give the Tenant any records and reports the or can get about lead-based paint or lead-based paint hazards in or around the property b areas, or other dwellings in multi-family housing. It is also required that the EPA fore the Owner starts any major renovations on a pre-1978 structure. The Act r later. LEAD WARNING STATEMENT: Housing built before 10 chips and dust can pose health hazards if not taken care of and pregnant women. Before renting pre-1978 how based paint hazards in the dwelling. Ter-A. Owner initial one: operty. .g how Owner arfaces. Owner must .ead-paint hazards. B. Owner initial (, read-based paint hazards on the property. Oh Own. and reports about lead-based paint or lead-based paint hazards on the C. Tenant initials all that Tenant re ... pamphlet Protect Your Family from Lead in Your Home. Tenant reactine information Owner gave in paragraph 6(A) and 6 (B) above. Tenant received all the records and reports that the Owner listed paragraph 6 (B) above.

D. Owner and Tenant certify, by signing this Lease that the information given is true to the best of their knowledge

7. SECURITY DEPOSIT

The Tenant has deposited SECURITY DEPOSIT AMT, with the Owner as a security deposit.

- A. Owner cannot make Tenant pay more than amount allowed by Pennsylvania state law for security deposit. The maximum allowed by law is equal to two-months the contract rent.
- Owner may only keep an amount equal to one-months contract rent after the first year of the lease and must then refund to the Tenant any security deposits above that amount.
- C. If the security deposit is more than \$100, Owner must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- D. After the second year (if Tenant continues to live on Property), Owner must keep the security deposit in an escrow account that earns interest. Owner may keep 1 percent of the security deposit each year as an administrative fee. Owner must pay the Tenant the balance of the interest once a year.
- E. Owner can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- F. When Tenant moves from the Contract Unit, Tenant will return all keys and give owner written notice of Tenant's mailing. address where Owner can return the security deposit.
- G. Owner will prepare a list of charges for damages and unpaid rents. Owner may deduct these charges from the security

8. APPROVAL OF LEASE FOR CONTRACT UNIT

- A. HACP must approve the lease for the contract unit. The lease may not be revised unless HACP has approved the proposed lease revision in writing,
- B. The HUD Tenancy Addendum for Section 8 Tenant-Based Assistance MUST be attached + v other lease submitted by the Owner.

9. BREAKING THE LEASE

A. Tenant Breaks the Lease if:

1. Tenant does not pay the full rent amount on time; or

2. Tenant leaves the property permanently bef-

3. Tenant fails to recertify timely with

4. Tenant fails to allow the

5. Tenant, family

6. Tenant

7. Tenant vic

If the Tenant breaks th. the action. Failure to co. comply, the Owner may se. given a Notice to Quit from possession of the unit.

ampl

giving the Tenant five (5) days to correct amgs against the Tenant. If the Tenant fails to Jes the noncompliance with the lease. If the Tenant is are allotted time, the Owner may sue the Tenant to take

B. Owner Breaks the Lease if:

- 1. Owner fails to repair the unit y; or
- 2. Owner enters the unit unauthorized; or
- 3. Owner fails to maintain property taxes; or
- 4. Owner fails to maintain renters license; or
- 5. Owner locks Tenant out without court action; or
- 6. Owner fails to maintain property in accordance with the lease provisions; or
- 7. Owner violates any other provisions of this lease.

C. Termination of Tenancy by the Owner

The Owner may only terminate the tenancy on the following grounds:

- 1. Serious or repeated violation of the terms and conditions of the lease;
- 2. Violation of Federal, State or local law that impose obligations on the Tenant in connection with the occupancy the contract unit and the premises;
- 3. Criminal activity -Any of the following types of criminal activity by the Tenant, any member of the household, a guest or other person under the Tenant's control shall be cause for termination of tenancy:
 - Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 - Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
 - Any drug-related criminal activity on or near the premises.

4. Other good cause.

"Other good cause" may include, but is not limited to, any of the following examples:

- I. Failure by the Tenant family to accept the offer of a new lease or revision after the first year of the lease;
- A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property;
- III. The Owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit after the first year of the lease;
- IV. A business or economic reason for termination of the tenancy (such as sale of property, renovation of the unit, desire to rent the unit at a higher rental) after the first year of the lease.

Note: The Owner must give HACP a copy of any Owner eviction notice to Tenant at the same time that the Owner gives notice to Tenant.

D. Tenant notice of intent to vacate unit

1. Tenant must give Owner 30 days to a maximum 60 days notice to

2. Owner may show the unit to perspective Tenants with r

2. Owner may show the unit to perspective renams with

3. Perspective Tenants visiting the unit must be agrees to allow the unit to be shown wh

4. The Tenant agrees to move of

Owner may post a "

E. The Owner r Womer'

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1. An incl. against th

1 Tenant.

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on contained herein, the following shall for terminating the tenancy or occupancy

nestic violence, dating violence, or stalking perpetrated

2. Criminal acta domestic violence, dating violence or stalking, engaged in by a member of the Tenant's In douest or Other Person under the Tenant's Control, if the Tenant or immediate member of the Tenant's Control, if the Tenant or immediate member of the Tenant's Control, if the Tenant or immediate double the Tenant's Control, if the Tenant or immediate member, dating violence, or stalking; provided, however, landlora and vivide this Lease for the purpose of evicting, removing or terminating the occupancy rights of a Household member, whether or not such Household member is a signatory to this Lease, who engages in criminal acts of physical violence against Family members or others, without evicting, removing or otherwise penalizing the victim of such violence, who is also a Tenant or lawful occupant of the Unit.

The foregoing exceptions shall not apply unless the victim delivers to the landlord a certification on one of the following forms:

- A HUD-approved form supplied by HACP attesting that she/he is a victim of domestic violence, dating violence, or stalking and that the incident(s) in question are bona fide violations of such actual or threatened abuse; or
- b. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, stalking, or the effects of the abuse, in which the professional states under penalty of perjury that the professional's belief that the incident(s) in question are bona fide incidents of abuse and the victim has signed or attests to the documentation; or
- c. A federal, state, or local police report or court record describing the crime or incident(s) in question.

The victim must deliver the certification to the landlord within fourteen (14) business days after landlord requests the certification. If the victim does not deliver the certification to landlord within the aforesaid period, landlord may terminate the tenancy of the Tenant or any lawful occupant of the Unit including the victim.

The foregoing exceptions, however, shall not limit the authority of the landlord to (i) honor court orders addressing rights of access or control of property, including civil protection orders issued to address the distribution or possession of property among Household members, (ii) evict a Tenant for any violation of this Lease not based on or connected with the act or acts of violence in question against the Tenant or member of Tenant's Household, provided that such victim is not held to a more demanding standard than other Tenants, and (iii) evict any Tenant if landlord can demonstrate an actual and imminent threat to other Tenants or those employed at or providing service to the property if that Tenant is not evicted.

10. INSTALLING AND MAINTAINING SMOKE DETECTORS

- A. Owner will ensure that a working smoke detector is placed as required in the unit.
- B. Tenant will maintain and test detectors monthly.
- C. Owner will test detectors at the time of the home inspection.
- D. Tenant will notify the owner when a smoke detector has non-working batteries.
- E. Tenant will pay for any damage to smoke detectors beyond normal wear and tear, including misuse of batteries.

11. USE and OCCUPANCY of CONTRACTED UNIT

A. Tenant Shall:

1. Use the contract unit only as a residence for the family. The unit must be the sidence.

 Comply with all State, County, and/or Municipal Building, Fire Preapplicable to the Tenant.

3. Keep the unit clean.

4. Use all appliances, fixtures and equipment;

ntended.

 Obtain approval both from both I' residing in the contract unit. mily

6. Not sublease or subl-

7. Not assign '

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Owner or by law.

10. Info.

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Jo Owner agrees to make repairs, Owner may cause such repair to be made and Ter.

Les than the for any damages to the contract unit (other than we, can any repairs such damage at his/her own expense. If, (a)

Jo Owner agrees to make repairs, Owner may cause such repair to be made and Ter.

Tenant will informable.

amily members and guests of property rules and ensure their compliance with these

12. Keep paid utilities in service.

13. Be responsible for any breach of HQS caused by the family. A breach of HQS caused by the family shall constitute a violation of the family obligations under the program.

B. Tenant Shall Not:

- 1. Keep any flammable materials on the property without Owner's permission
- 2. Willfully destroy or deface any part of the property,
- 3. Disturb the right to peace and quiet enjoyment of other Tenants.
- 4. Make changes to the property, such as painting, remodeling or adding fixtures without the written permission of the Owner. The Tenant must understand that changes or improvements to the property will belong to the Owner unless otherwise stipulated.

12. MAINTENANCE OF THE PROPERTY AND COMPLIANCE

A. The Owner will be responsible for the repair of property and common areas as required by law. The Owner must keep the property in compliance with Housing Quality Standards (HQS) and City Codes. The Owner will keep the structure and property in good working order and in a safe condition, including (check all that apply):

[] Ceilings	[] Roof	[Floors (structure)	[] Walls	[] Common Walkways
[] Steps	[] Porches	[] Windows	[] Doors	[] Lawns

CLIENT NUMBER: Page 6 of 9

nent shall include e for collection a es are to be provi enance Service: shall provide et alled basis, the sch nination Schedu wher shall provid	e cleaning, maintenar nd removal of trash ded by the Owner the extermination service needule is as follows: ale:	nce of lighting and equipment and garbage, and removal the areas follows: (Specify as as conditions making (Specify, or stration)		s, facil ns, an equipr
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type		Put "x" by Utilities included	Put "x" by Tenant Paid utility	
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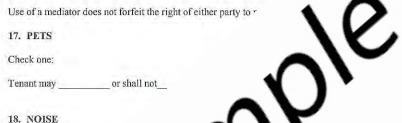
15. HOUSING QUALITY STANDARD INSPECTION

HACP shall be free to inspect the premises covered by the lease periodically, but no less often than annually, to assure that the physical condition thereof continues to meet HUD standards. In the event that HACP reasonably determines that either (i) the physical condition of the premises does not meet HUD standards, other than as a result of action by the Tenant, or (ii) one or more of the services specified herein to be provided by the Owner are not being provided to the premises, or (iii) that the Owner is in breach of any conditions of this lease, HACP may give written notice to the Owner to correct the deficiencies within thirty (30) day or less. Upon the Owner's failure to do so, the HACP shall have the right, in addition to its other rights and remedies under the HAP Contract, to terminate or reduce housing assistance payments or to terminate the HAP Contract.

16. MEDIATION

- A. Mediation is a way to resolve problems. A mediator helps disputing parties reach an equitable resolution without involving the courts
- B. The Owner or Tenant may request an agreed upon party to mediate issues regriding the tenancy. Such request is to be made in writing.
- C. Both parties will have the right to present evidence of their claim

D. The mediator will issue a decision within ten business day



The Tenant agrees not to quiet or other Tenar areas from simil»

19. OFF

The Ow Tenant wa new lease te.

sy time after the initial term. The Owner must give the _alendar days before the proposed beginning date of the or acceptance by the Tenant.

naterially disturbs the peace and

persons in the building or common

20. EXECUTIO.

This lease has been sign This lease shall not become term of the lease.

ctation that HACP will promptly execute a HAP contract with the Owner. P has executed a HAP contract with the Owner effective the first day of the

contract has been executed by the end of this period, this lease shall be void.

21. PROHIBITED LEASE PROVISIONS

HUD prohibits the following types of the lease provisions. If there is any prohibited provision in this lease, the provision shall be void.

- Agreement to be sued.-Agreement by the Tenant to be sued to admit guilt or to a judgment in favor of the Owner, in a Α. lawsuit brought in connection with the lease.
- B Treatment of personal property- Agreement by the Tenant that the Owner may take, hold, or sell personal property of household member without notice to the Tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property left in the contract unit after the Tenant has move out. The Owner may dispose of this personal property in accordance with State or local
- C. Excusing Owner from responsibilities-Agreement by the Tenant not to hold the Owner or Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.
- Waiver of notice- Agreement by the Tenant that the Owner may institute a lawsuit against the Tenant without notice to the Tenant.
- Waiver of legal proceedings, -Agreement by the Tenant that the Owner may evict the Tenant or household member (1) E. without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or (2) before a court decision on the rights of parties.

CLIENT NUMBER: Page 8 of 9

- F. Waiver of jury trial- Agreement by the Tenant to waive any right to a trial by jury.
- G. Waiver of right to appeal court decision- Agreement by the Tenant to waive any to appeal, or otherwise challenge in court, a court decision in connection with the lease.
- H. Tenant chargeable with cost of legal actions regardless of outcome- Agreement by the Tenant to pay the Owner's attorney fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant.

22. PROHIBITION of DISCRIMINATION

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

23. CONFLICT RESOLUTION and OTHER PROVISIONS of LEAST

25. CONFLICT RESOLUTION and OTH	ER PROVISIONS OF LEAP
If there is any conflict between the provisions	of the lease, the lend that a hall control.
24. WRITTEN NOTICE OR ACCESSIBL	E FOR"
A. Any notice required by this Lease : alternative requested format, round to your or an office.	vall be in writing or 'd, or posted at the
B. All Tenant noti first class prescribed a.	ω the Owner's office, or sent via ve Owner thirty (30) days notice, as
C. If the Tenant is	ın an accessible format.
SIGNATURES:	
TENANT:	
Tenant Signature	Date signed
OWNER:	
Owner Signature	Date signed
AGENT:	
Agent Signature	Date signed
OWNER MAILING ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PHONE:	
AGENT MAILING ADDRESS:	
CITY:	
STATE.	ZIPCODE

CLIENT NUMBER;

PHONE:_

TENANCY ADDENDUM Section 8 Tenant-Based Assistance Housing Choice Voucher Program

(To be attached to Tenant Lease)

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

- During the lease term, the family will reside in contract unit with assistance under the vouch program.
- b. The composition of the household must be applied by the PHA. The family must promptly afore the PHA of the birth, adoption or compawards adstody of a child. Other persons hay not be added to the household without prior written a reval of the owner and the PHA.
- c. The contract unit may only be used for sidence by the PHA-approved household as. 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

- 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:

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing OMB Approval No. 2577-0169 Exp. 10/31/2010

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements,
- (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 HUC requirements for a tenancy under the Section 8 youch or gram.
- c. The morely horning assistance payment shall be credited again the monthly rent to owner for the contract unit.
- the tenant's not responsible for paying the portion of the 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

- 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

- 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 parage of

c. Criminal activity or alcohol abuse.

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

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal. State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or law occupant. Such eviction, removal, termination occupancy rights, or termination of assistance sha be effected in accordance with the edure prescribed by Federal, State, and local termination of leases or assistance un housing choice voucher program
- (4) Nothing in this section may be mit the authority of a publi using a y, owner, or manager, when n court orders fied, to hono trol of the addressing rights of ac orders issued to property, including protection protect the victim and issue to address the property among the distribution or possessi household members in cases where a family breaks
- (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 wner must give the PHA a copy of any other eviction notice at the same time the swner puffies the tenant.
- (3) Vigon notice means a notice to vacate, or a constaint of other initial pleading used to begin an action action under State or local law

9. Pease: la on to HAP Contract

If the AAP contact terminates for any reason, the lease terminates we natically.

0. PHA Termination of Assistance

the PHA may terminate program assistance for the family for any gounds 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 prorequirements and has executed a new HAP continued with the owner:
 - If there are any changes in lease givernents governing tenant or owner respondibility for utilities or appliances;
 - (2) If there are any change lease I visions governing the term of the lease:
 - (3) If the family moves a unit, well if the unit is in the same building or comex.
- c. PHA approval of the tenancy, ecution 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 ammon areas and grounds.

Program. The action 8 hasing choice voucher program. **Rent to owner**. The total months arent payable to the owner for the contract unit. The rent owner as the sum of the portion of rent payable by the tenant pass the PHA housing assistance payment to the owner.

Section 8 Section 8 of the United States Housing Act of 1937 (42 onite States Node 437f).

Tenar The fat symember (or members) who leases the unit from the

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

Briefing & Voucher Issuance

& RFTA
Submission

RFTA
Approval &
Inspection

Lease/HAP Contract Processing

Contract Signing 8 Move-In

While your responsibilities to your landlord will be explained in your lease agreement, it is worth highlighting a few important ones here.

Pay your rent on time!

- Nonpayment of rent is one of the quickest ways to lose your housing.
- If you find yourself in a situation where you can't pay your rent, DO NOT HIDE!
- Talk to your landlord or property manager as soon as you know you are having trouble.

Keep your utilities turned on.

Discontinuation of tenant supplied utilities is a violation of your

Do not damage the unit!

- If you fill the unit with garbage, knock large holes in the walls or pull doors off of the hinges, the landlord will hold you financially responsible for the repairs.
- This may mean they keep your security deposit or, if the damage is especially bad, they can file a claim with the local Magistrate Court.

Do not be a nuisance.

 Everyone has the right to peaceful enjoyment of their property, not just you.



Remember, any violation of your lease agreement with the landlord could result in your termination from the Housing Choice Voucher Program.

Briefing & Voucher Issuance

Unit Search & RFTA Submission RFTA
Approval 8
Inspection

Lease/HAP Contract Processing

Contract Signing 8 Move-In

Your landlord has a separate contract with the HACP, called the Housing Assistance Payment (or HAP) contract. Under the HAP contract, the landlord agrees to:

1. Maintain the property to Housing Quality Standards:

- Make all repairs necessary to make sure you have a safe and healthy home.
- Keep all landlord provided utilities turned on

2. Perform all rental management duties:

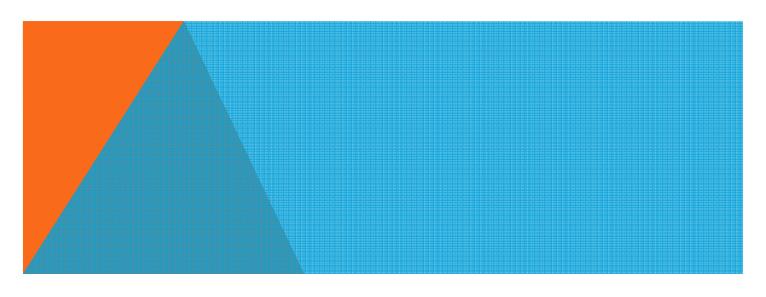
- Select and screen potential tenants.
- Respond to tenant concerns/questions.

3. Enforce the terms of the lease agreement:

- Collect the security deposit and the tenant portion of the rent
- Collect any charges for unit damages from tenants.

4. Comply with fair housing laws:

- Landlords may not discriminate against potential tenants based on their race, ethnicity, religion, age
- 5. Follow the rules of the Housing Choice Voucher Program.

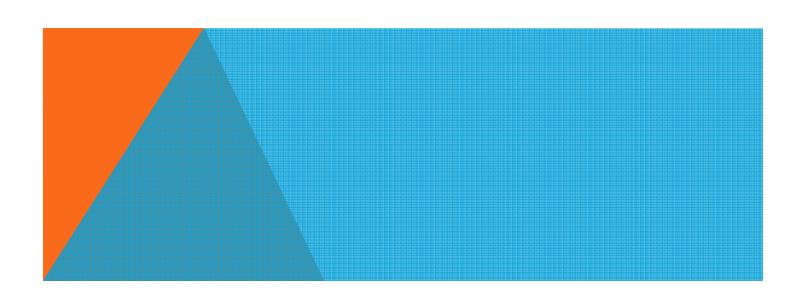


Briefing & Voucher Issuance

Unit Search & RFTA Submission RFTA Approval & Inspection Lease/HAP Contract Processing

Contract Signing & Move-In!

Owner Responsibilities



OWNER RESPONSIBILITIES

24 CFR SECTION (982.452)

- A. The Owner is responsible for performing all of the owner's obligations under the HAP Contract and the Lease
- B. The Owner is responsible for:
 - 1. Performing all management and rental functions for the assisted unit, including selecting a certificate-holder or voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 - 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 - 3. Complying with equal opportunity requirements
 - 4. Preparing and furnishing to the HA information required under the HAP Contract.
 - 5. Collecting from the family:
 - a. Any security deposit
 - b. The Tenant contribution the part of the rent to the owner not covered by the housing assistance payment
 - c. Any charges for unit damages by the family
 - 6. Enforcing tenant obligations under the lease.
 - 7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person, see 24 CFR 100.203.

Briefing & Voucher Issuance

Unit Search & RFTA Submission RFTA
Approval &
Inspection

Lease/HAP Contract Processing Contract Signing & Move-In!

- Landlord and participant are contacted when leasing documents are ready for signing
 - Lease contract signed by the landlord and the participant
 - HAP contract signed by the landlord and the HACP
- Schedule your move-in day!
 - If you landlord agrees, you may move in to the unit before the lease is signed but not until after the unit passes inspection.

Please note: If you move in to the unit before it passes inspection, you will be responsible for the full amount of rent until the lease is signed!

 Always make an effort to pay your landlord something each month until the HACP determines what you portions of the rent will be



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